

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION CONTRACT
NO. HHS000050200001
UNDER THE
ALTERNATIVES TO ABORTION GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency”) an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and Human Coalition (“Grantee” or “Contractor”), having its principal office at 7800 North Dallas Parkway, Suite 550, Plano, Texas 75024 (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the Alternatives to Abortion Program (“Contract”).

II. LEGAL AUTHORITY

The Contract is authorized by and in compliance with the provisions of Chapter 531 of the Texas Government Code and 2018-2019 General Appropriations Act, Senate Bill 1, 85th Legislature, Regular Session 2017.

III. CONTRACT PERIOD

The Contract will be effective on June 1, 2018. The Contract shall terminate on August 31, 2019, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two (2) additional two (2) year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

A. The Services to be performed under this Contract are described in: (1) the Alternatives to Abortion Request for Applications (RFA) Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor’s revised Program Forms and revised Budget Documents, which are attached hereto as ATTACHMENTS B and C , respectively, and incorporated herein by this reference; and (3) the Contractor’s RFA Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

B. Modifications to Alternatives to Abortion RFA:

1. The definition of “Client”, as defined in Section 1.2 of the RFA is deleted in its entirety and replaced with the following:

“Client” means a member of the target population to be served by the Respondent's organization. A client is eligible to receive services through A2A if the person:

- (1) is pregnant; is the biological father of an unborn child; the biological parent of a child 36 months old or younger; is the adoptive parents; is a program client who experienced the loss of a child; or is a parent or legal guardian of a pregnant child who is a program client;
 - (2) is a United States citizen, a United States national, or an alien who qualifies under 1 Texas Administrative Code §366.513; and
 - (3) resides in Texas.
2. The introductory paragraph of Section 2.6.1 of the RFA, Mentoring and Case Management, is deleted in its entirety and replaced with the following language:

2.6.1 Mentoring and Care Coordination

The Applicant may deliver or ensure the delivery of evidence-based mentoring and care coordination to each client by a qualified care coordinator, who has at least a Bachelor’s Degree in a related social services field or is a Registered Nurse or Community Health Worker. Mentoring and care coordination must relate to pregnancy, health and human services programs and enrollment, and/or parenting that meets or exceeds the following minimal criteria:

- C. In the event of a conflict, the order of precedence for these documents is as follows:

The RFA revisions in paragraph B, above;
Attachment A -- Alternatives to Abortion RFA;
Attachment B -- Contractor's revised Program Forms;
Attachment C -- Contractor's revised Budget Documents; then
Attachment D -- Contractor's RFA Application.

- D. Contractor shall provide Alternative to Abortion Program Services to **21,148** Unduplicated Clients during the term of this Contract. The Contractor shall provide Alternative to Abortion Program Services to **5,917** Unduplicated Clients during the remainder of Fiscal Year 2018 and to **15,231** Unduplicated Clients during Fiscal Year 2019.

V. NO IMPLIED ASSUMPTIONS

Any assumptions contained in the Contractor’s RFA Application or in its RFA Application revisions are rejected by HHSC and will not be a part of this Contract unless, and only to the extent reflected in Section IV, B, of this Signature Document.

VI. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

- A. The total amount of this Contract will not exceed **\$8,078,235** (\$2,366,760 in fiscal year 2018 and \$5,711,475 in fiscal year 2019) as described in the revised budget documents contained in ATTACHMENT C. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

- B. This Contract will be paid on a cost reimbursement basis as described in Section 2.8.1 of the RFA, ATTACHMENT A.

VII. UNIFORM TERMS AND CONDITIONS

The Uniform Terms and Conditions, which is attached hereto as ATTACHMENT F and incorporated herein by this reference, is hereby modified by deleting Section 2.09 in its entirety and replacing it with the following language:

2.09 Nonsupplanting

Grant funds may be used to supplement existing, new, or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

VIII. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Alternatives to Abortion Address:
4900 North Lamar Blvd.
Mail Code H-102
Austin, TX 78751
Attention: Michael Gill
Email: Michael.Gill@hhsc.state.tx.us
Phone: (512) 206-4812

Grantee

Human Coalition
Address: 7800 North Dallas Parkway, Suite 550
Plano, Texas 75024
Attention: Brian Fisher
Email: bfisher@humancoalition.org
Phone: (972) 826-4288

IX. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission 4900
North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Human Coalition
7800 North Dallas Parkway, Suite 550
Plano, Texas 75024
Attention: Human Coalition President – Brian Fisher

Notice given by Grantee will be deemed effective when received by the System Agency. Either party may change the above-referenced designed or address by written notice to the other Party.

X. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

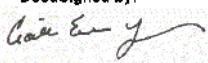
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XI. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

GRANTEE

DocuSigned by:

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DocuSigned by:

E89F418308C7475...

Name: Cecile Young
Title: Deputy Executive Commissioner
Date of execution: May 31, 2018

Name: Brian Fisher
Title: President
Date of execution: May 31, 2018

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – ALTERNATIVES TO ABORTION REQUEST FOR APPLICATIONS**
- ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS**
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS**
- ATTACHMENT D – CONTRACTOR'S RFA APPLICATION**
- ATTACHMENT E – GENERAL AFFIRMATIONS**
- ATTACHMENT F – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT G – SPECIAL CONDITIONS**

ATTACHMENT A- Alternatives to Abortion Request for Application



Charles Smith, Executive Commissioner

Request for Applications (RFA)

For

Alternatives to Abortion

RFA No. HHS0000502

Date of Release: January 3, 2018

Responses Due: February 1, 2018, 2:00 p.m. Central Time

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EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Alternatives to Abortion program (A2A) is a statewide program promoting childbirth and providing support services to pregnant women and adoptive parents. For the 20182019 biennium, the A2A program was appropriated \$18,300,000 and was authorized to expend an additional \$20,000,000 if HHSC determined there is additional need based on gaps in the current program structure.

HHSC identified additional need and several key opportunities to expand services, increase the effectiveness of the A2A program, and improve the lives of A2A clients and their children.

In this RFA, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, A2A programs for the State of Texas.

To be considered for award, Respondents must execute the **Affirmations and Solicitation Acceptance, Exhibit A**, and the **Federal Assurances - Non-construction Programs, Exhibit B** of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

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

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

"Affiliate" means an individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.

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

"Applicant" means any individual or entity that submits an application under this RFA.

"Application" means the documents submitted in response to this RFA.

"Client" means a member of the target population to be served by the Respondent's organization. A client is eligible to receive services through A2A if the person:

- (1) is pregnant; is the biological father of an unborn child; the biological parent of a child 36 months old or younger; is the adoptive parents; or is a program participant who experienced the loss of a child;
- (2) has countable income that does not exceed 200 percent of the federal poverty level;
- (3) is a United States citizen, a United States national, or an alien who qualifies under 1 Texas Administrative Code §366.513; and
- (4) resides in Texas.

"Elective Abortion" means the intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a lifeendangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, put the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which the fetus has a life-threatening physical condition that, in reasonable medical judgement, regardless of the provision of life saving treatment, is incompatible with life outside the womb.

"Family Planning Services" means educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services may include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.

"Federal Poverty Level" or "FPL" means the set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services.

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

"Health Service Region" or "HSR" means counties grouped within specific geographic areas for administrative purposes.

"Healthy Texas Women program" or "HTW program" means a state funded program administered by HHSC to provide eligible uninsured women with Women's Health Services and Family Planning Services

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

"In-reach" means activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are receiving, but may not be eligible to receive in the A2A program.

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

"Medicaid" means Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

"Outreach" means activities that are conducted with the purpose of informing and educating the county about available A2A program Services and increasing the number of clients served through A2A program.

"Priority Population" means the target population to be served through the A2A program.

"Project" means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

"Promote Elective Abortions" means advancing, advocating, or popularizing Elective Abortions.

"Provider" means a person who provides A2A services in a clinical setting. May also be referred to as contractors.

"Respondent" means the entity responding to this Solicitation. May also be referred to as "Applicant."

"Solicitation" means this Request for Applications including any Exhibits and Addenda, if any.

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

"State Fiscal Year" means the twelve-month period beginning September 1st and ending August 31st.

"Subrecipient or sub grantee" means a non-Federal entity that receives a sub award from a pass-through entity to carry out part of a Federal program, but does not include an

individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

"Successful Respondent" means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee, ""Awarded Applicant," "Successful Applicant," or "Grant Recipient."

"System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

"Uninsured" means not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.

"Women's Health Services" means preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

1.3 AUTHORITY

The System Agency is requesting applications under Chapter 531 of the Texas Government Code and Article II, Health and Human Services Commission, Rider 222 of SB 1, 85th Regular Legislative Session.

ARTICLE 2. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND AND PURPOSE

The A2A program was created by the 2006-2007 General Appropriations Act, S.B. 1, 79th Legislature, Regular Session, 2005 (Article II, Special Provisions Relating to all Health and Human Services Agencies, Section 50). A2A is a statewide program promoting childbirth and providing support services to pregnant women and adoptive parents. A2A is designed to:

- reduce abortions and improve pregnancy outcomes by helping women practice sound health-related behaviors and improve prenatal nutrition;
- improve child health and development by helping parents provide responsible and competent care for their children; and
- improve families' economic self-sufficiency by helping parents continue their education and find a job.

A2A programs are delivered through Grantees and their contracted providers, including adoption agencies, residential care facilities for pregnant women, pregnancy centers, and social service providers. A2A services are available to any pregnant woman or adoptive parent seeking services from a contracted service provider. The A2A program provides:

- Counseling, referral, and pregnancy information through a hotline and website
- Mentoring
- Information regarding pregnancy and parenting (brochures, pamphlets, books, classes, and counseling)
- Support groups in maternity homes
- Referrals to county and social service programs such as childcare, transportation, housing, and state and federal benefit programs
- Classes on life skills, budgeting, parenting, stress management and obtaining a General Education Development (GED) certificate
- Material items such as car seats, maternity clothes, infant diapers, and formula

Beginning in March 2018, the A2A program services will be expanded. With HHSC's focus on continuity of care for healthy birth outcomes for women and children, A2A contractors play a vital role in connecting pregnant women to services. A2A contractors must connect pregnant women, new mothers, and their children to health and human services programs. These programs include but are not limited to Medicaid, Children's Health Insurance Program (CHIP), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Family (TANF), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Early Childhood Intervention (ECI), and Nurse-Family Partnership. Connecting pregnant women and new mothers to health care services improves pregnancy outcomes, family stability, and self-sufficiency by helping women access health and nutrition services linked to pregnancy outcomes.^{1 2} Expanded

¹ K.E. Debiec, K.J. Paul, C.M. Mitchell, & J.E. Hitti. Inadequate prenatal care and risk of preterm delivery among adolescents: a retrospective study over 10 years. *American Journal of Obstetrics and Gynecology*, 2010, 203(2), 122.e1-122.e6.

² S.L. Charmichael, W. Yang, A. Herring, B. Abrams, & G.M. Shaw. Maternal food insecurity is associated with increased risk of certain birth defects. *The Journal of Nutrition*, 2007, 137(9), 2087-2092.

services include providing women with pregnancy care case management, additional training, parenting resources, and support necessary to care for themselves and their children, and increasing the services until a child's third birthday.

Adding pregnancy care case management to the A2A program improves access to prenatal care, leads to early identification of pregnancy risk factors, and helps women access vital health and human services programs. A2A contractors will focus on connecting pregnant women and families to county health workers and medical services through HHSC programs.

The A2A program will expand services through a child's third birthday. Services are available for up to 3 years post-partum; for 90 calendar days after miscarriage or loss of a child (counseling, referrals, and other relevant services); and to adoptive parents for up to 2 years post-adoption finalization, regardless of the age of the child.

Expanded eligibility provides women additional training, parenting resources, and support necessary to care for themselves and their children. Further expansion of services until a child's third birthday will increase opportunities to make a meaningful impact on the health and safety of families participating in the program.

A2A clients are usually in need of job or skills training to help secure high-quality gainful employment. Ensuring clients have gainful employment will lead to greater self-sufficiency and lower reliance on health and human service programs across the lifespan. By adding job training, job placement, and GED classes or referrals to the Texas Workforce Commission (TWC) or other skills development programs, eligible clients will gain skills necessary to qualify for higher-paid positions.

The table below is an estimate of the number of pregnant women at or below 200% of the Federal Poverty Level (FPL) by HHSC region. It provides an estimate of the need for services statewide.

HHSC Region	Estimated Number of Income-Eligible Pregnant Women At/Below 200% of FPL (SFY 2017) *	Percent of Statewide Total
1 High Plains	7,618	3.37
2 Northwest Texas	4,315	1.91
3 Metroplex	54,971	24.32
4 Upper East Texas	9,089	4.02
5 Southeast Texas	6,464	2.86
6 Gulf Coast	51,767	22.91
7 Central Texas	27,363	12.11
8 Upper South Texas	22,909	10.14
9 West Texas	4,903	2.17
10 Upper Rio Grande	9,399	4.16
11 Lower South Texas	27,189	12.03

Statewide Total	225,987	100

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

For the 2018-2019 biennium, the A2A program was appropriated \$18,300,000 and was authorized to expend an additional \$20,000,000. HHSC has identified that \$3,000,000 of this award will be funded with TANF funds, CFDA #93.558. Grantees will have a subrecipient relationship with HHSC.

HHSC identified additional need and several key opportunities to expand services, increase the effectiveness of the A2A program, and improve the lives of A2A clients and their children.

HHSC intends to make up to 5 Grant Awards with the appropriated funding. Large requests for state funding may not be fully funded in order to ensure that funds are available for the broadest possible array of counties and programs.

Grants awarded as a result of this RFA will be funded on a cost reimbursement basis. Under the cost reimbursement method of funding, grant recipients are required to finance operations with their own working capital with grant payments made by HHSC to reimburse the grant recipients for actual cash disbursements to be supported by adequate documentation.

Upon execution of contracts resulting from this RFA, HHSC may disperse an initial payment of no more than five percent of the total award.

2.2.2 Grant Term

The grant funding period for this grant will begin approximately in March 15, 2018 and ends August 31, 2019. HHSC reserves the option to amend the resulting grant agreement to add up to two additional two year terms if continued funding is made available.

Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

This period is subject to change and will be determined by HHSC for Successful Applicants through the negotiation process.

Successful Applicants will be notified of their selection to receive a grant. Per Section 4.5, Negotiation and Award of this RFA, HHSC may enter into negotiations with Successful Applicants to determine award periods, final award amounts, and contract terms to execute contracts.

2.3 ELIGIBLE APPLICANTS

In order to be awarded a contract as a result of this RFA, a Respondent must:

- Be a nonprofit entity;
- Have a minimum of one (1) year of operational experience in either providing core program services or managing a network of Service Providers;
- Have as a fundamental part of their mission a commitment to promoting childbirth; and
- Have a clinic, or a network of clinics to offer core program services that are located in Texas and have a Texas business address.

An Applicant may not:

- Perform or Promote Elective Abortions; or
- Be an Affiliate of any entity or individual that performs or promotes elective abortions;

Applicants must meet these requirements throughout the entirety of the application process and, if chosen for grant award, must continue to meet them through the entirety of the grant funding period.

2.4 PROGRAM REQUIREMENTS

To meet the mission and objectives of A2A program, Respondents must submit a Project Work Plan describing how their program meets the State requirements listed in this RFA.

2.5 SCOPE

Client Services to be provided as part of the Proposed Project must include the following services:

- Counseling, mentoring and information on pregnancy
- Case management for prenatal services including connecting clients to health programs
- Call center/hotline to schedule appointments and provide information
- Counseling, mentoring and information on parenting
- Educational materials and information regarding pregnancy and parenting (brochures, pamphlets, books and electronic tools)
- Referrals to county and social service programs such as childcare, transportation, housing, and state and federal benefit programs
- Classes on life skills, budgeting, parenting, and stress management
- Material items such as car seats, cribs, maternity clothes, infant diapers, and formula

Client Services to be provided as part of the Proposed Project may include the following services:

- Support groups in maternity homes
- Classes for job training, job placement, and obtaining a General Education Development (GED) certificate

Program operation services must include, but are not limited to, administrative and program support services that are necessary for the efficient and accountable operation of A2A. The Applicant(s) may designate regional area(s) or propose to provide administrative services statewide for the program to function effectively and efficiently.

2.5.1 Network of Service Providers

The Applicant shall develop and maintain a network of eligible county-based client service providers. Service providers at a minimum must:

- A.** Hold nonprofit status;
- B.** Have a minimum of one (1) year of operational experience providing some core program services;
- C.** Have an understanding the HHSC programs available to pregnant women and their children and be able to connect clients to healthcare services;
- D.** Have as a fundamental part of the mission a commitment to promoting childbirth;
- E.** Have adequate accessible space to ensure private and confidential client assessment and counseling;
- F.** Not charge fees for services; and
- G.** Have a documented process for client intake, satisfaction, and complaints.

Providers must deliver client services as specified in Section 2.1 within the health and human services regional area(s) designated by the Applicant, or statewide with the goal being to maximize access to these services. A map showing regional boundaries can be viewed at the following link:

<https://hhs.texas.gov/about-hhs/find-us>

An Applicant must screen and enroll service providers necessary to maintain a qualified service delivery network. An Applicant shall ensure all service provider staff are fully oriented and trained prior to their participation in the program. An Applicant must provide ongoing training and oversight of direct service providers to ensure compliance with program requirements.

2.5.2 Statewide Coverage and Underserved Counties

The Applicant must describe all the counties that will be covered and specific benchmarks, including timeframes, for providing direct services in each county to ensure sufficient coverage for the potential need. Coverage can be provided through a direct service provider's main office or satellite office.

2.5.3 Provide Orientation and Training

The Applicant shall ensure that all service providers and the Applicant's staff performing duties under any Contract resulting from this RFA are fully oriented to the program prior to providing services. Orientation must include at a minimum, the following:

- A.** Meeting all requirements, procedures, policies, record keeping, and documentation requirements of the Program;
- B.** Meeting all obligations or restrictions associated with program participation and acceptance of public funds;
- C.** Maintaining nondiscrimination policies, privacy policies and practices consistent with, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable laws;
- D.** Compliance with applicable obligations or restrictions associated with program participation and acceptance of public funds including Charitable Choice Provisions Applicable to the Temporary Assistance for Needy Families Program (45 CFR Part 260, RIN 0970-AC12 of the Department of Health and Human Services Administration for Children and Families) website located at: <https://yourtexasbenefits.hhsc.texas.gov/programs/tanf>
- E.** Detailed information including eligibility criteria for the following health and human services programs:
 - i. Medicaid for Pregnant Women;
 - ii. Children's Health Insurance Program (CHIP);
 - iii. Supplemental Nutrition Assistance Program (SNAP); iv. TANF
 - v. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); vi. ECI;
 - vii. Nurse-Family Partnership (NFP);
 - viii. Healthy Texas Women (HTW); ix. Primary Health Care (PHC);
 - x. Title V: Child Health and Dental;
 - xi. Title V Prenatal; and
 - xii. Healthy Marriage Program

The Applicant must use results of provider monitoring and other available information to analyze the need for ongoing or additional training to individual or groups of providers. Orientation curriculum is subject to the review and approval of HHSC.

2.5.4 Program Monitoring

- A.** The Applicant shall be responsible for monitoring the functioning of the program and the quality of all client services provided. This shall include the development and implementation of a process and schedule for

monitoring the performance and cost effectiveness of all Providers in the network.

- B.** The Applicant shall take corrective action at any time the program encounters operational difficulties or the Applicant's staff or Providers fail to follow contractual or legal requirements or program policies or procedures.
- C.** Applicant shall provide HHSC evidence of corrective action by contractor and/or Service Providers, including repayment of funds as applicable, upon request.

2.5.5 Program Database

The Applicant shall maintain a secure database for all program activities including, but not limited to the Clients served, Services delivered directly to Clients, and related costs by sub grantee.

- A.** The information to be included in the Program Database must include, at a minimum, the elements required to be reported on and be in compliance in a manner prescribed by HHSC.
- B.** All Clients shall be assigned a unique identifier. The Client's social security number, protected health information, or other personally identifiable information shall not be used as an identifier.

2.6 APPLICANT BACKGROUND AND PROJECT WORK PLAN

The Applicant shall develop and present with its Application an Applicant Background narrative and a proposed Project Work Plan, which include information on the Applicant and specific benchmarks with associated timeframes.

The Applicant Background is detailed in **Forms G to G-2** and the Project Work Plan is comprised of **Forms H to K-1** of this RFA. The Project Work Plan must include but is not limited to, Applicants planned approach to accomplishing the following:

- A.** Development of a network of service providers that will provide coverage throughout the Applicant's designated region(s) or statewide, preferably in every county;
- B.** Ensuring sufficient direct service coverage based on need in any given service area;
- C.** Providing initial and ongoing training to and maintenance of the provider network;
- D.** Maintaining a separation of responsibilities provided under this SOW to ensure provided services are independent of other services or missions of the Applicant and network service providers;
- E.** Management and Financial Management of the network of service providers; and
- F.** Oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

Client Services

Client services are intended to provide viable and effective alternatives to abortion for clients across the state that are pregnant and unsure of whether to have the child. Client services are also intended to provide services to adoptive parents and to current program participants who experience the loss of a child.

Client services shall be provided:

- A.** For up to three (3) years post-partum;
- B.** For ninety (90) calendar days after miscarriage or loss of a child (counseling, referrals and other relevant services); and
- C.** To adoptive parents up to two (2) years post adoption finalization, regardless of the age of the child.

Client services must be provided directly to clients in their counties. Services should be provided on an individual basis, but they may be provided in a group setting.

Services must include but are not limited to:

2.6.1 Mentoring and Case Management

The Applicant must deliver or ensure the delivery of evidence-based mentoring and case management to each client by a qualified case manager, who has at least a Bachelor's Degree in a related social services field or is a Registered Nurse or County Health Worker. Mentoring and case management must relate to pregnancy, health and human services programs and enrollment, and/or parenting that meets or exceeds the following minimal criteria:

- A.** Provides structured, one-to-one relationship or partnership that focuses on the needs of the mentored client (including home visits);
- B.** Fosters caring and supportive relationships that include family group decisionmaking efforts that promote childbirth;
- C.** Encourages individuals to develop to their fullest potential by improving coping strategies and life skills;
- D.** Provides guidance and assistance to clients to develop vision for the future; and
- E.** Provides comprehensive, integrated, and timely referral to government assistance programs and county support networks that provide assistance to families before and after childbirth and promote the child's safety and wellbeing. This assistance may include, but is not limited to, referrals and application assistance for:
 - i. Medicaid;
 - ii. CHIP;
 - iii. TANF; iv. SNAP;
 - v. WIC;

- vi. ECI
- vii. HTW;
- viii. Title V: Child Health and Dental Program;
- ix. Title V: Prenatal and Dental Program;
- x. PHC;
- xi. Family Violence Program (FVP);
- xii. Medical Transportation Program (MTP);
- xiii. Child support agencies;
- xiv. Agencies that provide assistance with domestic violence;
- xv. Other assistance programs available through the HHSC County Partner Program; and
- xvi. County groups for support in meeting supplementary longer-term needs related to food, clothing, health, legal assistance transportation, or housing assistance.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided mentoring and case management services.

2.6.2. Non-Medical Goods and Services

The Applicant or its contractor must arrange, at no cost to the client, non-medical goods and services that meet the immediate or short-term needs of the participant and that directly support or promote childbirth. Non-medical goods and services include, but are not limited to:

1. Goods or services that meet short-term basic needs related to food, clothing and transportation; and
2. Cribs, car seats, maternity and baby clothes, formula, baby food, and diapers that meet the then current safety standards for use.

While services performed with this Grant funding are social services and not medical services, an Applicant is not precluded from offering medical services at the same location as the social services are offered. Medical Services can include but are not limited to separately funded Medicaid and CHIP Services.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided Non-Medical Goods and Services.

2.6.3. Classes

Classes must be provided by Applicant or Applicant's contractor directly to biological mothers, biological fathers, and adoptive parents. Classes may include, but are not limited to:

- A. Child development;
- B. Adoption education;

- C. Babyproofing the home;
- D. Budgeting for the family;
- E. Car seat training;
- F. Child vaccinations;
- G. Childbirth;
- H. Daycare;
- I. Infant CPR;
- J. Newborn care;
- K. Postpartum depression;
- L. Smoking cessation;
- M. Prenatal nutrition;
- N. Postpartum nutrition;
- O. Prenatal exercise;
- P. Infant/child nutrition;
- Q. Alcohol;
- R. Postpartum care; S. Safe sleep for babies; and
- T. Stress management.

Please describe in Project Work Plan, **Form H**, which classes Applicant plans to offer or cause to be offered, along with where, when, how often, and how Applicant intends to monitor attendance and curriculum of those classes.

2.6.4. Employment Assistance and Professional Development

Grantees are encouraged to provide, where appropriate, employment assistance and professional development to biological mothers, biological fathers, and adoptive parents. Grantees must counsel and encourage each client to follow through with personal life goals and objectives as they relate to enhanced self-sufficiency and improved care for themselves and their children. Employment assistance and professional development may include, but are not limited to:

- A. Referrals to the Texas Workforce Commission (TWC);
- B. General Education Development (GED) certificate classes;
- C. Assistance obtaining a driver's license;
- D. Job training;
- E. Resume writing assistance;
- F. Job placement;
- G. Learning budget skills and money management; H. Assistance with school registration; and
- I. Employment application assistance.

Please describe in the Project Work Plan, **Form H**, the Applicant's plan for providing or causing to be provided Employment Assistance and Professional Development.

2.6.5. Housing

Grantees or contractors may provide maternal housing for the duration of a client's pregnancy and ninety (90) days post-partum. Maternal home services may include, but are not limited to:

- A. Shelter;
- B. Food;
- C. Clothing;
- D. Safety; and
- E. Transportation to prenatal care, other medical appointments, classes, and access to HHSC programs.

Please describe in the Project Work Plan, **Form H**, if Applicant plans to provide Housing for clients and if so, Applicant's comprehensive plan for doing so.

2.6.6 Communication and Outreach

The Applicant must develop and implement communication and outreach strategies to make the public aware of the program, services provided, and how to access services. The Applicant shall submit a Communication and Outreach Strategy Plan as described in **Form I**. All communication and outreach activities must be conducted in accordance with the approved plan.

Communication and outreach activities may include, but are not limited to the following:

- A. Developing and maintaining a program specific website. The website and all content and information provided therein must be approved in writing by HHSC. At no time shall the website contain any content or information not approved in writing by HHSC. The website must be fully operational within 90 days after contract execution. Upon termination of the contract, the Applicant must transfer the website domain to HHSC.
- B. Procuring informational or educational materials used in the direct delivery of services to clients. All materials to be used as part of the program shall be approved in writing by HHSC prior to distribution to providers or clients.
 - i. All materials developed or used by the Applicant as part of a contract resulting from this RFA are the property of HHSC;
 - ii. Applicant must ensure that all informational or educational materials are available, at a minimum, in both English and Spanish;
 - iii. Applicant must ensure materials available to clients with limited English proficiency are available in languages other than English based on the individual need of the client;
 - iv. Applicant must provide at each location where clients receive services the Women's Right to Know booklet; and
 - v. Applicant must provide, at each location where clients receive services, materials on Medicaid, CHIP, SNAP, TANF, WIC, ECI, HTW, FVP, PHC, Title V: Child Health and Dental, Title V: Prenatal and Dental, and the Healthy Marriage Program.

Use of social media is not currently allowed. However, HHSC may consider adopting use of social media in the future.

2.6.7 Clinic Site Readiness

Applicant must complete a Clinic Site Readiness Checklist, **Form J**, assessment for each clinic site that will provide A2A services funded through this RFA.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical, administrative and client functions;
- C. HHSC Health Care Service Programs Information;
- D. Secure storage of records, medical supplies, and client data;
- E. Accessibility;
- F. Convenient location and hours;
- G. Clean exam rooms;
- H. Interpreter policies;
- I. Financial management systems;
- J. Emergency policies; and
- K. CLIA certification

Applicant must also provide the requisite "Program Clinic Sites and Hours" information contained on **Form J-1** for each clinic that will provide A2A services funded through this RFA.

2.6.8 Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide A2A services and meet the required program components. Applicant must provide a comprehensive Staff Development Plan, **Form K**, which addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide A2A services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements, **Form K-1**.

- i. At least one training for frontline staff on A2A program objectives, program eligibility, and A2A services to ensure clear communication to clients and presumptively eligible clients on HHSC healthcare programs; and
- ii. Training twice a year to staff on A2A eligibility screening and A2A program application procedures.

2.6.9 Decision Support Services

Properly qualified client services providers must document and provide, at a minimum the following decision support services that actively promote childbirth:

- A. Evidence-based information regarding pregnancy, fetal development, childbirth, childcare and parenting;
- B. Evidence-based information regarding general health and health care; and
- C. Evidence-based information regarding adoption services, programs and related options.

Please describe in the Project Work Plan, **Form H**, the qualifications of program client service providers and if a volunteer screening tool or training program is used.

2.7 REPORTING REQUIREMENTS

2.7.1 Monthly Reports

On a monthly basis, the Applicant shall provide to HHSC in a manner prescribed by HHSC a written Program Report detailing the operations of the program for the preceding month overall and by contractor. At a minimum, the Program Report shall include the following client demographics, services provided, and financial information.

- A. Clients Served (de-identified individual level data);
 - i. Marital Status
 - ii. Client Type
 - iii. Public health region or county of residence
 - iv. Age at first-time client
 - v. Gestational age at enrollment
 - vi. Ethnicity
 - vii. Number of current children
 - viii. Client Service Utilization
- B. Services Provided (aggregated data);
 - i. Medical Care
 - i. Number of women referred for medical services/ care

- ii. Number of women who become pregnant again before eligibility ends
- ii. Prenatal Care
 - i. Number of women who received prenatal care
 - ii. Number of women who entered prenatal care during first, second, or third trimester
 - iii. Number of women referred to prenatal care
 - iv. Number of women who delivered preterm, if known
 - v. Number of women who delivered low birthweight babies, if known
- iii. Nutrition Services
 - i. Number of women who received nutrition services
 - ii. Number of women referred to nutrition services
- iv. Adoption Services
 - i. Number of parents who received adoption services
 - ii. Number of babies placed for adoption (maternal homes)
 - iii. Number of women referred to adoption services
- v. Education and Employment Services
 - i. Number of women who received education and employment services
 - ii. Number of women referred to education and employment services
 - iii. Number of women who completed high school or received their GED
 - iv. Number of women who complete post-secondary education, vocational training
 - v. Number of men who received education and employment services
 - vi. Number of men referred to education and employment services
 - vii. Number of men who completed high school or received their GED
 - viii. Number of men who complete post-secondary education, vocational training.
 - vi. Parenting Education and Support Services
 - i. Number of women who received parenting education and support services
 - ii. Number of parenting education and support services provided (how many classes conducted, how many in attendance, and name of class)
 - iii. Number of women referred to parenting services
 - iv. Number of men who received parenting education and support services
 - v. Number of men referred to parenting services
 - vii. Referrals to Health and Human

Services Programs

- i. Number of women who received referrals to health and human services programs (by program and by woman)
- ii. Number of men who received referrals to health and human services programs (by program and by man)
- iii. Number of women who were enrolled into health and human services programs (by program and by woman)
- iv. Number of men who were enrolled into health and human services programs (by program and by man)

Grantees must submit the monthly expenditure report 20 days after the last day of the previous month. The report includes expenses to be reimbursed from state funds for a particular month's reporting period. Expenditures reported must be supported by documentation listed above.

C. Financial Information

- i.** Fund allocation methodologies
- ii.** Average costs for covered benefits
- iii.** Average cost-per-client
- iv.** Inventories

D. List of current contractors (name, address, phone number, contractor primary point of contact name, and contractor primary point of contract email and phone number) and the services that are provided at each contractor site;

E. Work to be initiated during the next month;

F. Issues requiring HHSC attention which include, but are not limited to:

- i.** Any problems that may delay performance;
- ii.** Proposed corrective action, as well as any failure of Grantee to perform, any delay of Grantee in performing; and
- iii.** Any inadequacy in the performance of Grantee of any Grantee obligation.

G. Monitoring efforts employed which include, but not limited to:

- i.** The results of the monitoring;
- ii.** Any findings regarding performance of client service providers;
- iii.** Any training needs identified and resulting actions; and
- iv.** Any corrective action taken and the resolution of any issues.

Additional requirements clarifications and report items may be added by HHSC as information needs change.

2.7.2 Annual Reports

Grantees must adhere to the following annual reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Grantees will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in the Project Work Plan. Selected Grantees will be required to report on whether they attained the goals and objectives they identified on Form J on an annual basis.

Program Component	Reporting Period	Reporting Due Date
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1. Program Administration and Management Update	Annually	On or before September 30
2. Quality Assurance/Quality Improvement	Annually	On or before September 30
3. Professional Development	Annually	On or before September 30
4. Recruitment	Annually	On or before September 30
5. Referrals to HHSC health and human services programs	Annually	On or before September 30

Grantees will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must, at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
6. Description of Staff Development Activities.	Annually	On or before September 30

Grantees will be required to report on county education and outreach activities by providing a Communication and Outreach Calendar in accordance with requirements set forth in **Form I**, the to be submitted labeled as **Form I-1, “Communication and Education Outreach Calendar”**. Selected Grantees are required to report on activities included in their Communication and Outreach Calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

2.8 EXPENDITURE PROPOSAL

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

In accordance with the requirements as defined **Forms L and M**, Applicant must develop an administrative costs budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel

- 4. Equipment
- 5. Supplies
- 6. Contractual
- 7. Other
- 8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant’s organization and is not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation; and costs of operating and maintaining facilities. A di minimis rate of 10% is available to applicants.

Direct client services costs must comprise at least 90% of total award and these services include the items described in the 2.6 Project Work Plan.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

2.8.1 Payment and Invoicing

The payment structure of this contract will be a combination of administrative costs and direct client services costs based on Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter IIPart 200:

[C.F.R. Title 2, Subtitle A, Chapter II-Part 200](#)

A2A Grantees will seek reimbursement for project costs by submitting monthly invoices for expenses outlined in the costs budget approved by HHSC. A2A funds will be reimbursed to Grantees for expenses that are incurred during the contract term.

Reimbursement must be requested by using a purchase invoice and providing supporting documentation. Invoices and supporting documentation must be submitted monthly, within 20 days following the end of the month in which the costs were incurred. Applicant will be paid on a combined administrative costs and direct client services cost basis.

Administrative costs must not exceed 10% of total award. Direct client services costs must comprise at least 90% of total award.

Below is the example of Administrative Costs and Direct Client Service Cost categories:

Administrative Costs	Direct Client Services Costs
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Personnel (Salaries and Fringe Benefits)	Case Management (Home visits, application assistance, referrals, continuity of care, etc. breakdown)
Travel (Include location, dates, people travelling, lodging cost, transportation cost, and meal breakdown)	Parenting Education/Support Services (classes and materials breakdown)
Equipment (Rent/Lease/Purchase)	Employment Assistance and Professional Development (Referrals and direct assistance breakdown)
Supplies	Housing (inclusive of lodging, food, clothing, transportation, etc.)
Indirect Costs	Client materials (diapers, wipes, cribs, car seats, etc.)

2.8.2 Funding Request and Clients Served

On **Form N**, an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of A2A Direct Client Services Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

2.9 PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. Monitoring will be conducted for fiscal, programmatic, and administrative components of the Contract. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with HHSC contract and program requirements and the HHS Uniform Terms and Conditions.

Acceptable quality level will be the standards provided in this Section 2, Applicants accepted offer, or the final negotiated standard whichever is most advantageous to the client or HHSC. HHSC reserves the right to impose remedies that will be included in the contract resulting from this RFA. Remedies that HHSC may impose include, but are not limited to:

- A.** Written corrective action plans;
- B.** Additional reporting;
- C.** Withholding/offsetting payments; and
- D.** Termination or suspension of the contract.

Performance measures and the associated remedies will be negotiated and approved by HHSC based on the response presented by Applicant and any negotiated standard.

2.10 PROHIBITIONS

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

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- I. Membership dues for individuals;
- J. Any expense or service that is readily available at no cost to the grant project;
- K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- L. Fundraising;
- M. Any other prohibition imposed by federal, state, or local law; and
- N. The acquisition or construction of facilities.

2.11 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); the Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

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

[HTTP://WWW.HHS.STATE.TX.US/ABOUTHHS/CIVILRIGHTS.SHTML](http://www.hhs.state.tx.us/about/hhs/civilrights.shtml).

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

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751

Phone Toll Free (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free (877) 432-7232
 Fax: (512) 438-5885

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

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

2.12 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

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

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

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

ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	January 3, 2018
Respondent Conference Call (optional)	January 9, 2018, 10:00am, Central Time
Deadline for Submitting Questions	January 12, 2018, 5:00pm Central Time
Answers to Questions Posted	January 18, 2018
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by HHSC by the deadline.]	February 1, 2018, 2:00 pm, Central Time

Anticipated Contract Start Date	March 15, 2018
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Note: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the HHS Grant Opportunities Website. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the HHS Grant Opportunities Website.

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

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

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 3.4.1 as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 INQUIRIES

3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA.

Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.

Name: Vonda White, CTPM, CTCM
Title: Procurement Project Manager
Address: 1100 West 49th Street
Austin, TX 78756
MC 2020
Phone: 512-406-2540
Email: Vonda.white@hhsc.state.tx.us

3.4.2 Prohibited Communications

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

3.4.3 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in Section 3.4.1 above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

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

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

3.4.4 Clarification request made by Respondent

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

3.4.5 Responses

Responses to questions or other written requests for clarification may be posted on the HHS Grants Opportunities Website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHS Grant Opportunities Website. It is Respondent's responsibility to check the HHS Grants Opportunities Website or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.4.6 Respondent Conference

HHSC will conduct an optional pre-submittal respondent conference call on January 9, 2018, at 10:00 a.m., Central Time. Respondents may call into the conference by dialing (877) 820-7831 and entering passcode 833908. The respondent conference call is optional.

3.5 SOLICITATION RESPONSE COMPOSITION 3.5.1 Generally

All Applications must be:

- Clearly legible;

- Sequentially page-numbered and include the respondents name at the top of each page;
- Organized in the sequence outlined in **Article 8** - Submission Checklist;
- In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- Correctly identified with the RFA number and submittal deadline;
- Responsive to all RFA requirements; and
- Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.5.2 Submission in Separate Parts

1. Administrative Information, including all forms;
2. Project Proposal, including all forms;
3. Expenditure Proposal; and
4. Applicable Exhibits and Required Forms.

Paper documents (i.e. the original and all hard copies) must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article 8**.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

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

SOLICITATION NO.: HHS0000502

SOLICITATION NAME: RFA for Alternatives to Abortion

SOLICITATION RESPONSE DEADLINE: February 1, 2018, 2:00pm CT
ATTN: Vonda White

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

3.6.1 Delivery

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

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

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

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

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 GENERALLY

A three-step selection process will be used:

- A. Eligibility screening;
- B. Evaluation based upon specific selection criteria; and C.
Final Selection based upon State priorities for the program.

4.2 ELIGIBILITY SCREENING

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

4.3 EVALUATION

Applications will be evaluated and scored in accordance with the factors required below and other factors deemed relevant by HHSC.

4.3.1 Specific Selection Criteria

Grant applications shall be evaluated based upon:

- A. Project Work Plan; - 50%
- B. Project Cost; - 25%
- C. Previous experience with Grants and Contracts; - 15% and
- D. Fiscal Controls for the project - 10%

4.4 FINAL SELECTION

HHSC intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3**, a selection committee will look at all eligible applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities.

HHSC will make all final funding decisions based on eligibility screening; evaluation based upon specific selection criteria; and final Selection based upon State priorities for the program and availability of funding.

4.5 NEGOTIATION AND AWARD

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

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

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

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

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit G: Exception

Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

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

ARTICLE 5. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Utilizing Form H, provide a high-level overview of the Respondent's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. The Executive Summary will be the cover for the Project Work Plan.

5.1.2 Project Work Plan

Utilizing the Program Forms provided, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article 2**, including the Respondent's approach to meeting the timeline and associated milestones. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article 2** requirements.

5.2 Fiscal Solvency

Applicant is to provide either copies of a Single Audit or audited financial statements for the past two years.

ARTICLE 6. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article 3**, Respondent must provide the following information:

6.2 LITIGATION AND CONTRACT HISTORY

Using **Form B**, respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

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

List litigation history on **Form B**.

6.3 CONFLICTS

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

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

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed forms. Exhibits are listed following **Article 8**.

- A. Exhibit A, Affirmations and Solicitation Acceptance
- B. Exhibit B, Federal Assurances
- C. Exhibit E, Certification Regarding Lobbying
- D. Exhibit F, FFATA Attachments
- E. Exhibit G, Exceptions Form, if applicable

6.5 HUB

If a successful Respondent chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Respondent to use HUBs to provide those goods and services where possible.

ARTICLE 7. GENERAL TERMS AND CONDITIONS

7.1 GENERAL CONDITIONS

7.1.1 Costs Incurred

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

7.1.2 Contract Responsibility

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

7.1.3 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

7.1.4 News Releases

Prior to final award a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Article 3**.

7.1.5 Websites and Program Materials

Any program materials, brochures, trainings, website content, or any other written content made available to clients or the public, under this program, by Grantee or their sub grantee(s) is subject to review and approval by HHSC.

7.1.6 Additional Information

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

ARTICLE 8. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

Please refer to the listing of Exhibits and Forms when compiling the response packet.

1. Administrative Information (Forms A through E)

- a. Form A: Face Page _____
- b. Form B: Entity Information and Contract Litigation History _____
- c. Form C: NonProfit Entity Board of Directors and Principal Officers _____
- d. Form D: Contact Person Information _____

- e. Form E: Organizational Financial Information and
Internal Controls
Questionnaire _____

2. Project Proposal Forms (Forms F through K)

- a. Form F: Texas Counties and Regions Served by Project _____
- b. Form G: Applicant Background _____
- c. Form G-1: Applicant Background Guidelines _____
- d. Form G-2: Applicant Background Checklist _____
- e. Form H: Project Work Plan _____
- f. Form I: Communication and Outreach Plan _____
- g. Form J: Clinic Site Readiness Checklist _____
- h. Form J-1: Clinic Sites and Hours _____
- i. Form K: Staff Development Plan _____
- j. Form K-1: Staff Development Training Calendar _____

3. Expenditure Proposal (template included)

- a. Form L: Budget Summary _____
- b. Form M: Budget Details Workbook _____

c. Form N: Program Funding Request and Number of Unduplicated Clients _____

4. Applicable Exhibits (to be included in Solicitation Package)

- a. Exhibit A - Affirmations and Solicitation Acceptance _____
- b. Exhibit B - Federal Assurances _____
- c. Exhibit E - Certification Regarding Lobbying
- d. Exhibit F - FFATA Certification
- e. Exhibit G - Exceptions Form, if applicable _____

Copies of Solicitation Response Package

Respondent will provide the following number of **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

- 1 Electronic copy of **Administrative Information**
- 1 Electronic copy of **Narrative Proposal**
- 1 Electronic copy of **Expenditure Proposal**
- 1 Electronic copy of **Applicable Exhibits**

PROGRAM FORMS

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 Organization Information

Legal Name	Click here to enter text.
Legal Doing Business As (DBA) Name:	
Mailing Address Include street address, city, county and ZIP	Click here to enter text.
Physical Address <i>If different from Mailing Address</i> Include street address, city, county and ZIP	Click here to enter text.
Payee Name and Address <i>If different from Mailing & Physical Address</i> Include street address, city, county and ZIP	Click here to enter text.
Website For public use to access information about services	Click here to enter text.
Phone Number Include number clients contact to access services	Click here to enter text.
Federal Tax ID Number	Click here to enter text.
DUNS Number	Click here to enter text.
Type of Entity	<input type="checkbox"/> Nonprofit Organization

Project Information

Name of Project Contact This person will oversee the day-to-day duties of grant project	Click here to enter text.
Title of Project Contact	Click here to enter text.
Phone	Click here to enter text.
Email	Click here to enter text.
Name of Fiscal Contact This person will oversee grant expenditures and finances	Click here to enter text.
Title of Fiscal Contact	Click here to enter text.
Phone	Click here to enter text.
Email	Click here to enter text.
Name of Proposed Project	Click here to enter text.
Total Project Cost From Form L and M	Click here to enter text.

Funds Requested	\$ Click here to enter text.
Proposed Project Service Area by Region List Region served from Section 2.5.1	Click here to enter text.

FORM B: ENTITY INFORMATION AND 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 and/or evaluating proposals. Identifying Information

1. The Applicant must attach the following information:

Nonprofit Entity complete Form B and C.

Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of

the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

2. Is Applicant a nonprofit organization?

YES NO

If YES, Applicant must include evidence of its nonprofit status with the proposal. 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 and 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.**

FORM B: ENTITY INFORMATION AND 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 contract termination or disqualification of the proposal. 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 contract.

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 contract 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.

FORM B: ENTITY INFORMATION AND 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 proposal 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.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY
continued

12. Does this proposal 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 mental health care services and treatment to veterans and their families. Applicant may elect to disclose this information as part of the application. Click here to enter text.

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B SHOULD BE INSERTED HERE.

FORM C: NONPROFIT ENTITY
Board of Directors and Principal Officers

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.).

Name: Click here to enter text. _____	Mailing Address (incl. street, city, county) state,Click here to enter text. & zip): _____
Title: Click here to enter text. _____	Click here to enter text. _____
Phone: Click here Ext. Click here	
Fax: Click here to enter text. _____	Click here to enter text. _____
Email: Click here to enter text. _____	Click here to enter text. _____

Name: Click here to enter text. _____	Mailing Address (incl. street, city, county) state,Click here to enter text. & zip): _____
Title: Click here to enter text. _____	
Phone: Click here Ext. Click here	Click here to enter text. Click here to enter
Fax: to Click here to enter text. enter to enter text.	text. _____
Email: Click here to enter text. _____	Click here to enter text. _____

Name: Click here to enter text. _____	Mailing Address (incl. street, city, county) state,Click here to enter text. & zip): _____
Title: Click here to enter text. _____	
Phone: Click here Ext. Click here	Click here to enter text. Click here to enter
Fax: to Click here to enter text. enter to enter text.	text. _____
Email: Click here to enter text. _____	Click here to enter text. _____

Name: Click here to enter text. _____	Mailing Address (incl. street, city, county) state,Click here to enter text. & zip): _____
Title: Click here to enter text. _____	
Phone: Click here Ext. Click here	Click here to enter text. Click here to enter
Fax: to Click here to enter text. enter to enter text.	text. _____
Email: Click here to enter text. _____	Click here to enter text. _____

Name: Click here to enter text. _____	Mailing Address (incl. street, city, county) state,Click here to enter text. & zip): _____
Title: Click here to enter text. _____	
Phone: Click here Ext. Click here	Click here to enter text. Click here to enter
	text. _____

Fax: to Click here to enter text. enter text.	
Email: Click here to enter text.	Click here to enter text.

FORM D: CONTACT PERSON INFORMATION

**Legal Business Name
of Applicant:**

1. This form provides information about the appropriate contacts in the Applicant’s organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact		Executive Director	
Last Name:		Last Name:	
First Name:		First Name:	
Salutation:		Salutation:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	

Finance Director		Medical Director	
Last Name:		Last Name:	
First Name:		First Name:	
Salutation:		Salutation:	

Title:	Title:
Email:	Email:
Phone:	Phone:

FORM D: CONTACT PERSON INFORMATION - CONTINUED

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

ORGANIZATION FINANCIAL INFORMATION (for nonprofit organizations only)

1. According to your organization's most recent audit or balance sheet, are the total current assets greater than the liabilities?

YES NO

2. Is the total amount requested for this grant funding opportunity greater than 25% of your organization's current total annual budget?

YES NO

ACCOUNTING

3. Briefly describe your organization's accounting system and accounting processes, including:

A. Is the accounting system computerized, manual, or a combination of both? If your accounting system is computerized, indicate the name of the financial software. [Click here to enter text.](#)

B. How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger? [Click here to enter text.](#)

C. Your expenditure reports will be due by the 20th of each month. (If the 20th falls on a Saturday, Sunday, or State of Texas holiday, expenditure reports are due the next business day.) To ensure that you submit expenditure reports timely, please respond to the following:

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE-continued

- 1) By what date must Partner Organizations submit reimbursement requests to your agency (e.g., Partner Organizations must submit their reimbursement request, General Ledger report, and supporting documentation to us no later than the 10th of each month)?

[Click here to enter text.](#)

- 2) By what date do you close the General Ledger (e.g., GL is closed no later than the 10th of each month)?

[Click here to enter text.](#)

D. How are transactions organized, maintained, and summarized in financial reports?

[Click here to enter text.](#)

Answer each of the following questions with either a “YES”, “NO”, or "NOT APPLICABLE" by checking the respective box.

4. This grant program has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the State of Texas Uniform Grant Management Standards (UGMS) as the fiscal and administrative guidelines for this grant program. Is the staff who will be responsible for the financial management of your award familiar with these documents?

YES NO

5. Does your organization have written accounting policies? Do your policies include policies on the procurement of goods/services?

YES NO

6. Does your accounting system identify and segregate:

- Allowable and unallowable costs;
- Direct and indirect expenses; Grant costs and non-grant costs; The allocation of indirect costs?

YES NO

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

7. If your organization has more than one State of Texas contract, does your accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each State of Texas contract?

YES NO NOT APPLICABLE

8. Are individual cost elements in your organization's chart of accounts reconciled to the cost categories in the approved budget?

YES NO

9. Are your accounting records supported by source documentation (invoices, receipts, approvals, receiving reports, canceled checks, etc.) and on file for easy retrieval?

YES NO

Answer each of the following questions with either a "YES", "NO", or "NOT APPLICABLE" by checking the respective box

GENERAL ADMINISTRATION AND INTERNAL CONTROLS

1. Does your organization have written personnel policies?

YES NO

2. Does your organization have written job descriptions with set salary levels for each employee?

YES NO

3. UGMS requires that any staff paid from State grant funds, such as A2A grant funds, to keep a record of time and attendance.

For staff funded 100% by the A2A grant, each staff person only needs to certify their time monthly. Both the employee and the employee's supervisor must sign the monthly certification of time worked.

CONTROLS QUESTIONNAIRE

For staff who split their time between the A2A grant and other funding sources, staff will need to keep a time record that complies with the UGMS II(B)(11)(h)(5,7) which states that personnel activity reports or equivalent documentation must meet the following standards:

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL

- a) They must reflect an after-the-fact distribution of the actual activity of each employee.
- b) They must account for the total activity, for which each employee is compensated.
- c) They must be prepared at least monthly and must coincide with one or more pay periods; and
- d) They must be signed by the employee and the supervisory official having first-hand knowledge of the work performed by the employee.

4. Does your organization maintain personnel activity reports that meet the above criteria?

YES NO

5. Are payroll transaction posted after the receipt of approved time/attendance records and are payroll checks based on those time/attendance records?

YES NO

Answer each of the following questions with either a “YES”, “NO”, or "NOT APPLICABLE" by checking the respective box

6. Is the employees' time/attendance record the basis of the calculation of wage costs recorded in the general ledger for each cost objective?

YES NO

7. Are procedures in place to determine the allowability, allocability, and reasonableness of costs?

YES NO

8. Has the grantee me the UGG procurement policies and procedures requirements?

YES NO

9. Does the grantee allocate direct or indirect costs and use a cost allocation methodology?

YES NO

10. Does the grantee have an approved Indirect cost Rate from a cognizant agency?

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

YES NO

The Organizational Financial Information and Internal Controls Questionnaire must be signed by an authorized person who has completed the form or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Signature: _____

Date: [Click here to enter a date.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

F

FORM F: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the programs under this RFA by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	Counties	<input checked="" type="checkbox"/> R	-A-	Crosby 01	Hays 07	Martin 09	Schleicher 09
Anderson	<input type="checkbox"/>	04 Culberson	<input type="checkbox"/>	10 Hemphill	<input type="checkbox"/>	01 Mason	<input type="checkbox"/>	09 Scurry	02 <input type="checkbox"/>			
Andrews	<input type="checkbox"/>	09 -D-	<input type="checkbox"/>	Henderson	<input type="checkbox"/>	04 Matagorda	<input type="checkbox"/>	06 Shackelford	02 <input type="checkbox"/>			
Angelina	<input type="checkbox"/>	05 Dallam	<input type="checkbox"/>	01 Hidalgo	<input type="checkbox"/>	11 Maverick	<input type="checkbox"/>	08 Shelby	05 <input type="checkbox"/>			
Aransas	<input type="checkbox"/>	11 Dallas	<input type="checkbox"/>	03 Hill	<input type="checkbox"/>	07 McCulloch	<input type="checkbox"/>	09 Sherman	01 <input type="checkbox"/>			
Archer	<input type="checkbox"/>	02 Dawson	<input type="checkbox"/>	09 Hockley	<input type="checkbox"/>	01 McLennan	<input type="checkbox"/>	07 Smith	04 <input type="checkbox"/>			
Armstrong	<input type="checkbox"/>	01 Deaf Smith	<input type="checkbox"/>	01 Hood	<input type="checkbox"/>	03 McMullen	<input type="checkbox"/>	11 Somervell	03 <input type="checkbox"/>			
Atascosa	<input type="checkbox"/>	08 Delta	<input type="checkbox"/>	04 Hopkins	<input type="checkbox"/>	04 Medina	<input type="checkbox"/>	08 Starr	11 <input type="checkbox"/>			
Austin	<input type="checkbox"/>	06 Denton	<input type="checkbox"/>	03 Houston	<input type="checkbox"/>	05 Menard	<input type="checkbox"/>	09 Stephens	02 <input type="checkbox"/>			
-B-		DeWitt	<input type="checkbox"/>	08 Howard	<input type="checkbox"/>	09 Midland	<input type="checkbox"/>	09 Sterling	09 <input type="checkbox"/>			
Bailey	<input type="checkbox"/>	01 Dickens	<input type="checkbox"/>	01 Hudspeth	<input type="checkbox"/>	10 Milam	<input type="checkbox"/>	07 Stonewall	02 <input type="checkbox"/>			
Bandera	<input type="checkbox"/>	08 Dimmit	<input type="checkbox"/>	08 Hunt	<input type="checkbox"/>	03 Mills	<input type="checkbox"/>	07 Sutton	09 <input type="checkbox"/>			
Bastrop	<input type="checkbox"/>	07 Donley	<input type="checkbox"/>	01 Hutchinson	<input type="checkbox"/>	01 Mitchell	<input type="checkbox"/>	02 Swisher	01 <input type="checkbox"/>			
Baylor 02	<input type="checkbox"/>	Duval 11 -I-	<input type="checkbox"/>	Montague 02 -T-	<input type="checkbox"/>	Bee 11 -E-	Irion 09	Montgomery 06	<input type="checkbox"/>			
Tarrant 03	<input type="checkbox"/>											
Bell	<input type="checkbox"/>	07 Eastland	<input type="checkbox"/>	02 -J-	<input type="checkbox"/>	Moore	<input type="checkbox"/>	01 Taylor	02 <input type="checkbox"/>			
Bexar	<input type="checkbox"/>	08 Ector	<input type="checkbox"/>	09 Jack	<input type="checkbox"/>	02 Morris	<input type="checkbox"/>	04 Terrell	09 <input type="checkbox"/>			
Blanco	<input type="checkbox"/>	07 Edwards	<input type="checkbox"/>	08 Jackson	<input type="checkbox"/>	08 Motley	<input type="checkbox"/>	01 Terry	01 <input type="checkbox"/>			
Borden	<input type="checkbox"/>	09 Ellis	<input type="checkbox"/>	03 Jasper	<input type="checkbox"/>	05 -N-		Throckmorton	02 <input type="checkbox"/>			
Bosque	<input type="checkbox"/>	07 El Paso	<input type="checkbox"/>	10 Jeff Davis	<input type="checkbox"/>	10 Nacogdoches	<input type="checkbox"/>	05 Titus	04 <input type="checkbox"/>			
Bowie	<input type="checkbox"/>	04 Erath	<input type="checkbox"/>	03 Jefferson	<input type="checkbox"/>	05 Navarro	<input type="checkbox"/>	03 Tom Green	09 <input type="checkbox"/>			
Brazoria	<input type="checkbox"/>	06 -F-	<input type="checkbox"/>	Jim Hogg	<input type="checkbox"/>	11 Newton	<input type="checkbox"/>	05 Travis	07 <input type="checkbox"/>			
Brazos	<input type="checkbox"/>	07 Falls	<input type="checkbox"/>	07 Jim Wells	<input type="checkbox"/>	11 Nolan	<input type="checkbox"/>	02 Trinity	05 <input type="checkbox"/>			
Brewster	<input type="checkbox"/>	10 Fanning	<input type="checkbox"/>	03 Johnson	<input type="checkbox"/>	03 Nueces	<input type="checkbox"/>	11 Tyler	05 <input type="checkbox"/>			
Briscoe 01	<input type="checkbox"/>	Fayette 07 Jones	<input type="checkbox"/>	02 -O-	-U-	Brooks 11 Fisher 02	<input type="checkbox"/>	-K- Ochiltree 01	<input type="checkbox"/>			
Upshur 04	<input type="checkbox"/>											
Brown	<input type="checkbox"/>	02 Floyd	<input type="checkbox"/>	01 Karnes	<input type="checkbox"/>	08 Oldham	<input type="checkbox"/>	01 Upton	09 <input type="checkbox"/>			
Burleson	<input type="checkbox"/>	07 Foard	<input type="checkbox"/>	02 Kaufman	<input type="checkbox"/>	03 Orange	<input type="checkbox"/>	05 Uvalde	08 <input type="checkbox"/>			
Burnet 07	<input type="checkbox"/>	Fort Bend 06	<input type="checkbox"/>	Kendall 08 -P-	<input type="checkbox"/>	V- -C- Franklin 04	<input type="checkbox"/>	Kenedy 11 Palo	<input type="checkbox"/>			
Pinto 03 Val	<input type="checkbox"/>	Verde 08	<input type="checkbox"/>									
Caldwell	<input type="checkbox"/>	07 Freestone	<input type="checkbox"/>	07 Kent	<input type="checkbox"/>	02 Panola	<input type="checkbox"/>	04 Van Zandt	04 <input type="checkbox"/>			
Calhoun	<input type="checkbox"/>	08 Frio	<input type="checkbox"/>	08 Kerr	<input type="checkbox"/>	08 Parker	<input type="checkbox"/>	03 Victoria	08 <input type="checkbox"/>			
Callahan 02 -	<input type="checkbox"/>	G- Kimble 09	<input type="checkbox"/>	Parmer 01 -W-	<input type="checkbox"/>	Cameron 11 Gaines	<input type="checkbox"/>	09 King 01 Pecos	09 <input type="checkbox"/>			
Walker 06	<input type="checkbox"/>											
Camp	<input type="checkbox"/>	04 Galveston	<input type="checkbox"/>	06 Kinney	<input type="checkbox"/>	08 Polk	<input type="checkbox"/>	05 Waller	06 <input type="checkbox"/>			
Carson	<input type="checkbox"/>	01 Garza	<input type="checkbox"/>	01 Kleberg	<input type="checkbox"/>	11 Potter	<input type="checkbox"/>	01 Ward	09 <input type="checkbox"/>			
Cass	<input type="checkbox"/>	04 Gillespie	<input type="checkbox"/>	08 Knox	<input type="checkbox"/>	02 Presidio	<input type="checkbox"/>	10 Washington	07 <input type="checkbox"/>			
Castro	<input type="checkbox"/>	01 Glasscock	<input type="checkbox"/>	09 -L-	<input type="checkbox"/>	-R-	<input type="checkbox"/>	Webb 11	<input type="checkbox"/>			
Chambers	<input type="checkbox"/>	06 Goliad	<input type="checkbox"/>	08 Lamar	<input type="checkbox"/>	04 Rains	<input type="checkbox"/>	04 Wharton	06 <input type="checkbox"/>			
Cherokee	<input type="checkbox"/>	04 Gonzales	<input type="checkbox"/>	08 Lamb	<input type="checkbox"/>	01 Randall	<input type="checkbox"/>	01 Wheeler	01 <input type="checkbox"/>			
Childress	<input type="checkbox"/>	01 Gray	<input type="checkbox"/>	01 Lampasas	<input type="checkbox"/>	07 Reagan	<input type="checkbox"/>	09 Wichita	02 <input type="checkbox"/>			
Clay	<input type="checkbox"/>	02 Grayson	<input type="checkbox"/>	03 La Salle	<input type="checkbox"/>	08 Real	<input type="checkbox"/>	04 Wilbarger	02 <input type="checkbox"/>			
Cochran	<input type="checkbox"/>	01 Gregg	<input type="checkbox"/>	04 Lavaca	<input type="checkbox"/>	08 Red River	<input type="checkbox"/>	08 Willacy	11 <input type="checkbox"/>			
Coke	<input type="checkbox"/>	09 Grimes	<input type="checkbox"/>	07 Lee	<input type="checkbox"/>	07 Reeves	<input type="checkbox"/>	09 Williamson	07 <input type="checkbox"/>			
Coleman	<input type="checkbox"/>	02 Guadalupe	<input type="checkbox"/>	08 Leon	<input type="checkbox"/>	07 Refugio	<input type="checkbox"/>	11 Wilson	08 <input type="checkbox"/>			
Collin	<input type="checkbox"/>	03 -H-	<input type="checkbox"/>	Liberty	<input type="checkbox"/>	06 Roberts	<input type="checkbox"/>	01 Winkler	09 <input type="checkbox"/>			
Collingsworth	<input type="checkbox"/>	01 Hale	<input type="checkbox"/>	01 Limestone	<input type="checkbox"/>	07 Robertson	<input type="checkbox"/>	07 Wise	03 <input type="checkbox"/>			
Colorado	<input type="checkbox"/>	06 Hall	<input type="checkbox"/>	01 Lipscomb	<input type="checkbox"/>	01 Rockwall	<input type="checkbox"/>	03 Wood	04 <input type="checkbox"/>			
Comal 08	<input type="checkbox"/>	Hamilton 07 Live	<input type="checkbox"/>	Oak 11 Runnels	<input type="checkbox"/>	02 -Y- Comanche 02	<input type="checkbox"/>	Hansford 01 Llano	07 <input type="checkbox"/>			
Rusk 04	<input type="checkbox"/>	Yoakum 01	<input type="checkbox"/>									
Concho	<input type="checkbox"/>	09 Hardeman	<input type="checkbox"/>	02 Loving	<input type="checkbox"/>	09 -S-	<input type="checkbox"/>	Young 02	<input type="checkbox"/>			
Cooke 03	<input type="checkbox"/>	Hardin 05	<input type="checkbox"/>	Lubbock 01	<input type="checkbox"/>	Sabine 05 -Z-	<input type="checkbox"/>	Coryell 07 Harris 06	<input type="checkbox"/>			
Lynn 01 San	<input type="checkbox"/>	Augustine 05	<input type="checkbox"/>	Zapata 11	<input type="checkbox"/>							
Cottle	<input type="checkbox"/>	02	<input type="checkbox"/>	Harrison	<input type="checkbox"/>	04 -M-	<input type="checkbox"/>	San Jacinto 05	<input type="checkbox"/>			
Zavala	<input type="checkbox"/>	08 Crane	<input type="checkbox"/>	09	<input type="checkbox"/>	Hartley 01	<input type="checkbox"/>	Madison 07	<input type="checkbox"/>			
San Patricio	<input type="checkbox"/>	11	<input type="checkbox"/>									

Crockett

09 Haskell

02 Marion

04 San Saba

07

FORM G: APPLICANT BACKGROUND

Legal Business Name of Applicant:

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G-1 – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

FORM G-1: APPLICANT BACKGROUND GUIDELINES

Legal Business Name of Applicant:

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO and Clinical/Program Director. If providing medical services, include the licensed Medical Director to practice medicine in Texas (including his/her State of Texas Medical License Number).
4. Describe Applicant's experience, knowledge, and expertise in providing A2A services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of Providers, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to Providers, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring Providers and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical Providers and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring Providers that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to Providers on data collection and submission, and data quality improvement.

FORM G-2: APPLICANT BACKGROUND CHECKLIST

Check Yes or No:

1. Program Administration and Management	Yes	No
Did you provide job descriptions that include specific duties for the key employees related to the A2A program? <ul style="list-style-type: none"> • Program Director • Clinicians • Eligibility, data collection, and billing staff 		
Do you have measures in place to adequately monitor funds in order to ensure the provision of A2A program Services to Clients throughout the entirety of the contract term?		
Do you have experience in administering women's health services (e.g., prevention, screening, and appropriate referral)?		
Is your agency a non-public entity that provides A2A services?		
2. Service Delivery		
Do you have staff available to determine eligibility?		
Do you provide A2A services to adolescents?		
3. Partnerships/Subcontracting		
Providers: Do you plan to use Providers or contractors for any of the required services?		
If yes, please list who are the Providers: Attached additional sheet if needed.		
Do you have experience developing, negotiating, and administering subcontracts with other organizations/providers to provide direct client services?		
Do you have experience providing budget development, management, and technical assistance to Providers?		
Do you have key staff that will provide training and technical assistance to Providers, including data collection and submission?		
Do you have key staff that will be responsible for monitoring Providers' programmatic performance, including professional and clinical services?		
Do you have key staff that will be responsible for monitoring Providers' fiscal performance?		
Do you have key staff that will be responsible for monitoring Providers' quality assurance/quality improvement?		
4. Data Collection and Billing Systems		
Do you have a billing system and/or process to submit Direct Client Services claims to HHSC?		

**FORM H: PROJECT WORK PLAN
(Includes Executive Summary)**

Legal Business

Name of Applicant:

1. Provide a one-page high-level summary describing the applicant’s approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. (maximum 1 page).
2. Applicant must provide a narrative description of how it plans to achieve the A2A program’s goals (maximum 18 pages). The narrative description, as referenced in Article 2 – Scope of Work, must include how the Applicant will meet the following requirements:
 - a. 2.1.0: Specified A2A Client Services
 - b. 2.5.0: Program Operation Services
 - c. 2.5.1: Network of Service Providers
 - d. 2.5.2: Statewide Counties and Benchmarks
 - e. 2.5.3: Provide Orientation and Training
 - f. 2.5.4: Program Monitoring
 - g. 2.5.5: Program Database
 - h. 2.6.0: Development of a work plan for client services, to include:
 - i. 2.6.1: Mentoring and Case Management
 - j. 2.6.2: Non-Medical Goods and Services
 - k. 2.6.3: Classes
 - l. 2.6.4: Employment Assistance and Professional Development
 - m. 2.6.5: Housing
 - n. 2.6.9 Decision Support Services
 - o. 2.7.1: Monthly Reports
 - p. 2.7.2: Annual Reports
3. Describe Applicant’s plans to monitor its clinics or network of clinics. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
4. Applicant's response must not exceed 23 pages.

FORM I: COMMUNICATION AND OUTREACH PLAN

Legal Business Name of Applicant:

Clinic sites where clients are served **must** develop and implement an annual plan to provide county education and program promotion to:

- Inform the public of its purpose and services;
- Enhance county understanding of its objectives;
- Disseminate HHSC healthcare services information for pregnant women to access healthcare
- Enlist county support; and
- Recruit potential clients for the A2A program.

The Communication and Outreach Plan must:

1. Describe Applicant’s A2A program promotion/education/Outreach plan for the contract period March 1, 2018 through August 31, 2019.
2. Describe Applicant’s county education/A2A program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the county.

Applicant must also attach a calendar of the proposed county education/A2A program promotion for the contract period (March 15, 2018 through August 31, 2019). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form I-1: Communication and Education Outreach Calendar**".

FORM J: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITE READINESS CHECKLIST

Legal Business Name:

Clinic Name _____

Clinic Address _____

Complete one form for every clinic site that will provide A2A program Services funded through this RFA Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	<input type="checkbox"/>	<input type="checkbox"/>
Is there adequate space for clinical and administrative staff?	<input type="checkbox"/>	<input type="checkbox"/>
Are the required HHSC healthcare services information available on-site?	<input type="checkbox"/>	<input type="checkbox"/>
Is there locked storage to protect confidential medical records, medications, and medical supplies?	<input type="checkbox"/>	<input type="checkbox"/>
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>
Is the clinic site geographically close to the target population?	<input type="checkbox"/>	<input type="checkbox"/>
Are the clinic site appointment hours convenient enough to meet the clients' needs?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have clean exam rooms where services are delivered?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have adequate space for Client intake?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have adequate space for Clients to wait for their appointments?	<input type="checkbox"/>	<input type="checkbox"/>
Is there appropriate resources for and use of interpreter services and language translation?	<input type="checkbox"/>	<input type="checkbox"/>
Does the clinic site have financial management systems that include secure data storage?	<input type="checkbox"/>	<input type="checkbox"/>
Are there appropriate emergency policies, procedures, and supplies, as applicable?	<input type="checkbox"/>	<input type="checkbox"/>

If any of the above requirements are not currently in place, can they be in place by the contract award date?

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If you marked No for any of the above please explain:

FORM J-1: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITES AND HOURS

Legal Business Name: _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide A2A program services funded under this RFA.

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

Provider Site: <input type="checkbox"/> Yes <input type="checkbox"/> No
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						

8.1

FORM K: STAFF DEVELOPMENT PLAN

Legal Business Name of Applicant:

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide A2A services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide A2A services.

FORM K-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name of Applicant:

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for March 1, 2018 through August 31, 2019, including training for volunteers, if applicable.

Applicant’s staff development calendar must include:

1. Training twice annually on current A2A guidelines.
2. At least one training for front line staff on A2A program objectives, program eligibility, and services offered to ensure clear communication to clients on HHSC healthcare services available to pregnant women.
3. Training twice annually to staff on A2A eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant’s form. Label Form K-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training

FORMS L & M: BUDGET SUMMARY AND DETAILS

Form L: Budget Summary

The workbook contains information to assist Applicant in developing its projected budget. Applicant must complete the attached A2A Budget workbook, instructions are included, on the tab labeled Budget Instructions, in the workbook

A total of no more than 10% can be administrative costs. These costs include indirect, salaries and fringe, travel, office supplies, equipment and other.

A minimum of 90% can be charged to direct client services. Included in these cost categories are contractual and client service supplies.

Grantees and sub grantees are required to participate in all HHSC mandated A2A program trainings. The Grantee may attend in person or participate remotely. In the event the Grantee would like to attend physically, they may include associated travel in their budget requests. A2A program trainings may include webinars, conference calls, and in-person trainings.

Form M: Budget Details Workbook

Using the instructions provided in the workbook complete the budget workbook. Entries will populate into the Budget Summary tab. Both an electronic submission of the budget workbook and printed pages are required in your response.



A2A Budget Summary and
Details Workbook

**FORM N: ALTERNATIVES TO ABORTION PROGRAM FUNDING REQUEST
AND PROPOSED NUMBER OF UNDUPLICATED CLIENTS**

Legal

Business Name:

THIS FORM MUST BE COMPLETED FOR EACH CLINIC SITE WHERE A CLIENT WILL RECEIVE SERVICES

Alternatives to Abortion (A2A) Grantees may seek reimbursement for project costs using the following methods:

- Grantees will be reimbursed using the Direct Client Services reimbursement method by submitting monthly claims to HHSC for direct clinical care services provided to Clients; and
- Grantees will be reimbursed for Administrative costs services by submitting monthly vouchers for expenses detailed in the administrative costs budget attached to a Grantee's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Direct Client Services reimbursement method. However, the administrative costs amount requested may not exceed 10% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Direct Client Services Amount	
Cost Reimbursement Amount	
Total Amount	

The number of Unduplicated Clients an Applicant intends to serve through the A2A program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this RFA. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. Use the following average cost per Client OR submit an explanation of the average used by the agency: \$373.00.

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	Proposed Number of Unduplicated Clients
March 15, 2018 – August 31, 2018 -- FY'18	
September 1, 2018 – August 31, 2019 -- FY'19	
Total Number	

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of \$373.

EXHIBITS

EXHIBIT A: AFFIRMATIONS AND SOLICIATIONS ACCEPTANCE

Legal Business Name of Applicant:

Every clinic funded under this procurement must complete this certification. This certification pertains to the following billing or performing provider:

Provider Name _____

Provider's primary billing address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

Provider's primary physical address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

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

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. common ownership, management, or control;
2. a franchise; or
3. the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

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

The term "Elective Abortion" does not include an abortion procedure that is reimbursable under the State's Medicaid program.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider; furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider; or using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the

word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

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

1. I do not, nor do any of my organization's Providers or contractors, perform or Promote Elective Abortions.
 I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's Providers or contractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
 I affirm that this statement is true and correct.

3. None of the funds that I, or any of my organization's subcontractors, receive for performing HTW services are used to pay the direct or indirect costs (including marketing, overhead, rent, phones and utilities) of Elective Abortion procedures provided by contractors of the Health and Human Services Commission (HHSC).
 I affirm that this statement is true and correct.

4. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are 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. I affirm that this statement is true and correct.

5. (For all organizational providers **EXCEPT** hospitals licensed under Chapter 241, Health & Safety Code; state hospitals; State-owned teaching hospitals; teaching hospitals; residency programs accredited for medical education; or offices exempt under Section 254.004(2), Health and Safety Code) None of the funds that I, or any of my organization's subcontractors, receive from the State of Texas are distributed to any individual or entity that performs Elective Abortion procedures or to an Affiliate of any individual or entity that performs Elective Abortion procedures.
 I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the A2A Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for A2A services.

- If, after I submit this signed certification, I, or any of my organization's Providers or contractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's Providers or contractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's Providers or contractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the A2A Program and HHSC will deny any claims I submit for A2A services.
- If, while participating in the A2A Program, I, or any of my organization's Providers or contractors, perform or Promote an Elective Abortion, I will be disqualified from the A2A Program, including any A2A contracts, and HHSC will deny any claims I submit for A2A services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the A2A Program, HHSC may place a payment hold on claims submitted by me or my organization for A2A services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the A2A Program:
 - a) HHSC may recoup A2A funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all A2A claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the A2A Program until I comply with the above program requirements.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the A2A Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the A2A Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 08/31/2018

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your A2A certification:

Terminate A2A certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B: FEDERAL ASSURANCES[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

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EXHIBIT C: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.15

HHSC Uniform Terms and Conditions Version 2.15

Published and Effective: September 1, 2017

Responsible Office: Chief Counsel



TEXAS
Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.15

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project. “Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 INTERPRETIVE PROVISIONS

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments

and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

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

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

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

2.02 Final Billing Submission

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

2.03 Financial Status Reports (FSRs)

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

2.04 Debt to State and Corporate Status

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

2.05 Application of Payment Due

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

2.06 Use of Funds

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

2.07 Use for Match Prohibited

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

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned.

The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently

available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

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

3.02 No debt Against the State

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

3.03 Debt to State

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

3.04 Recapture of Funds

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

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for

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

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT

If Grantee, within Grantee’s fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a

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

4.03 SUBMISSION OF AUDIT

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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

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

5.02 Federal Assurances

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

5.03 Federal Certifications

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

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

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

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

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

7.02 Access to records, books, and documents

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

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

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

7.05 Confidentiality

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

7.06 Public Information Act

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

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

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

- a. Suspending all or part of the Contract;

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

8.02 Termination for Convenience

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

8.03 Termination for Cause

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

a. Material Breach

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

b. Failure to Maintain Financial Viability

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

8.04 Equitable Settlement

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

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

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

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as

determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

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

9.03 Legal Obligations

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

9.04 Permitting and Licensure

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

9.05 Indemnity

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

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL**

**OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
OR**

- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

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

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

9.07 Relationship of the Parties

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

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

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;

- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

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

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **9.10 Severability**

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

9.11 Survivability

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

9.12 Force Majeure

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

Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

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

9.14 Publicity

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

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

9.15 Prohibition on Non-compete Restrictions

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

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

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

9.18 Counterparts

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

9.19 Proper Authority

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

9.20 Employment Verification

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

9.21 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-supportservices/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not

discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232 Fax:
(512) 438-5885.

EXHIBIT D: HHSC SPECIAL CONDITIONS VERSION 1.1



Health and Human Services Commission
Special Conditions
Version 1.1

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HHSC SPECIAL CONDITIONS

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

ARTICLE 1. SPECIAL DEFINITIONS

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

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

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

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

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

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

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean

HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“**Software**” means all operating system and applications software used or created by Grantee to perform the work under the Contract.

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

“**UTC**” means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.15

ARTICLE 2. GRANTEES PERSONNEL

Qualifications

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

Conduct and Removal

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

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

ARTICLE 3. CONFIDENTIALITY

Confidential System Information

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

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

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE 4. MISCELLANEOUS PROVISIONS

Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be

accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Conflicts of Interest

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

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

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

Flow Down Provisions

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

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

EXHIBIT F: FFATA GUIDANCE



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHARLES SMITH
EXECUTIVE COMMISSIONER

Date

Contact Name
Contractor Name
Address
City, Texas Zip Code

RE: Federal Funding Accountability and Transparency Act Reporting Guidance

Dear :

This letter provides background information for the new Federal Funding Accountability and Transparency Act (FFATA) requirements and to request the information from you as a contractor/awardee of federal funding. The required information to be submitted is summarized at the bottom of this letter.

The White House Office of Management and Budget (OMB) recently issued additional guidance regarding the FFATA reporting requirement which took effect on October 1, 2010. This law, passed in 2006, and amended in 2008, requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The following information applies.

- Sub-recipient contract awards equal to or greater than \$25,000 must be reported if they were awarded on or after October 1, 2010.
- **Prime awardees** (those agencies or entities receiving funds *directly* from the federal government) must report certain information regarding those funds.
- Compensation of the top five executives within an organization must be reported as well, if certain criteria apply.
- Grant information reported for American Recovery and Reinvestment Act (ARRA) grants is not required to be reported in the FFATA Subaward Reporting System (FSRS).

The purpose of this letter is to inform you that the Health and Human Services Commission (HHSC) is the prime awardee for most of the federal awards that you receive from HHSC. As a result, HHSC is responsible for reporting sub-award information to the federal government. Unlike ARRA, prime recipients like HHSC must enter the sub-award data themselves and do not have the option of coordinating with sub-recipients to enter the relevant information.

However, sub-recipients must provide HHSC with all required information to accurately report on the FSRs website. OMB guidance outlines the sub-award and compensation reporting requirements for sub-recipient contracts equal to or greater than \$25,000 awarded on or after October 1, 2010. If a new award is initially below \$25,000 but subsequent contract modifications result in a total award equal to or greater than \$25,000, the award will be subject to FFATA reporting requirements as of the date the award exceeds \$25,000.

You are receiving this letter because our records identify you as a sub-recipient under an HHSC contract award. In our efforts to comply with the reporting requirements under FFATA, HHSC is asking that you provide certification regarding the applicability of the following criteria to your organization using Attachment B (FFATA Certification Form CPP0443).

If you should meet the requirements HHSC will need the compensation and names of the entity's top five highly compensated officers/senior executives, if applicable, on the attached FFATA Reporting Template – to be submitted in the form of the Excel document.

Additionally, HHSC is responsible for first-tier sub-award reporting, which includes subrecipient entity information, sub-award description/title, and date of award.

FFATA and subsequent rules published by the White House OMB require that sub-recipients have a Data Universal Numbering System (DUNS) Number to receive federal funds of any type. If you have not already done so, you must register your organization for a DUNS Number and provide that to HHSC. Instructions to complete these are included in this letter as Attachment A (How to Request or Verify a DUNS Number). **If you have multiple contracts with HHSC, only one certification per State fiscal year is required.**

Summary of Information Requested:

1) Complete and return the FFATA Certification Form (Attachment B); 2) As applicable, register your organization for a DUNS Number (Attachment A); and 3) Complete and return the FFATA Reporting Template (Attachment C) – as an Excel spreadsheet

The required FFATA Certification Form and the FFATA Reporting Template must be completed and returned to HHSC with the respondents proposal by the due date and time listed in Section 3. If you have any questions regarding this correspondence, please contact Vonda White of Procurement and Contracting Services by e-mail at Vonda.white@hhsc.state.tx.us.

Enclosures: Attachment A: How to Request or Verify a DUNS Number Attachment
B: FFATA Certification Form
Attachment C: FFATA Reporting Instructions/Template

Attachment A

How to Request or Verify a DUNS Number

Most entities receiving federal funds already have a DUNS number and may even have several DUNS Numbers. HHSC must use the primary DUNS Number assigned to the entity when reporting FFATA obligations and expenditures. If your organization has multiple DUNS Numbers, the primary DUNS Number will usually be the first number listed. Go to <http://www.dnb.com/us/> to request a DUNS Number or to verify the primary DUNS Number for your organization. Obtaining a DUNS Number is free of charge.

Requesting a DUNS Number

- 1) To verify an existing DUNS Number or to request a new DUNS Number, go to the Dun & Bradstreet website at <http://fedgov.dnb.com/webform/displayHomePage.do>. You can also call 1-866-705-5711 to request a DUNS number over the phone.
- 2) You will need the following information to obtain a DUNS number:
 - a. Legal name of organization;
 - b. Doing business as (DBA) or other name by which your organization is commonly known or recognized;
 - c. Headquarters name and organization address;
 - d. Name of Chief Executive Officer (CEO)/organization owner;
 - e. Business structure of the organization (corporation, partnership, proprietorship);
 - f. Year the organization started;
 - g. Primary type of business; and,
 - h. Total number of employees (full and part time).

Please be advised that HHSC does not have the technical expertise to assist contractors in applying for a DUNS Number. All questions regarding the DUNS Number should be directed to Dun & Bradstreet.

Central Contractor Registration

Both current and potential federal government registrants are required to register in CCR in order to be awarded contracts by the federal government. Registrants are required to complete a onetime registration and must update or renew their registrations at least once per year to maintain an active status. To register and get additional information, go to www.ccr.gov.

The use of DUNS+4 Numbers to identify registrants is limited to identifying different CCR records for the same registrant at the same physical location. The +4 extension to a DUNS number is created by registrants in CCR when there is a need for more than one bank/Electronic

Funds Transfer (EFT) account for a location. Go to the [CCR User's Guide](#) for additional information.

Attachment B

Texas Health and Human Services Commission Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If the HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why.***

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes - skip questions A, B, and C and continue to section D.

No - answer questions A and B.

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes

No – skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes

No – skip question C.

If your answer is Yes to both questions A and B, you must answer question C.

If you answer is No to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No - provide the names and total compensation of the top five highly compensated officers/senior executives using the attached FFATA Reporting Template.

D. Signatures

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Signature of Authorized Representative
Printed Name of Authorized Representative
Title of Authorized Representative
Legal Name of Contractor
Date

DUNS Number	Applicable HHSC Contract Number(s) [List all contract numbers in the cell above]

Attachment C

FFATA Reporting Instructions/Template



FFATA Reporting
Template.xls

EXHIBIT G: EXCEPTIONS (NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS. SEE SECTION 4.5

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 B- Contractor's Revised Program Forms

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 Organization Information***

Legal Name	Human Coalition
Legal Doing Business As (DBA) Name:	Grapevine Women's Clinic
Mailing Address Include street address, city, county and ZIP	PO Box 5052 Frisco, TX 75035
Physical Address <i>If different from Mailing Address</i> Include street address, city, county and ZIP	7800 N Dallas Pkwy, Suite 550 Plano, TX 75024
Payee Name and Address <i>If different from Mailing & Physical Address</i> Include street address, city, county and ZIP	Human Coalition PO Box 5052 Frisco, TX 75035
Website For public use to access information about services	Organization: humancoalition.org Clinics: thewomens.clinic
Phone Number Include number clients contact to access services	Organization: 214-295-7301 Grapevine Clinic: 817-200-4396
Federal Tax ID Number	26-4099950
DUNS Number	966403094

Type of Entity	Y Nonprofit Organization
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Project Information

Name of Project Contact This person will oversee the day-to-day duties of grant project	Doris Pierce
Title of Project Contact	Operations Manager
Phone	412-983-0567
Email	dpierce@humancoalition.org
Name of Fiscal Contact This person will oversee grant expenditures and finances	Kyle Scott
Title of Fiscal Contact	VP of Finance
Phone	972-826-4290
Email	kscott@humancoalition.org
Name of Proposed Project	Human Coalition application
Total Project Cost From Form L and M	\$8,078,235
Funds Requested	\$8,078,235

Proposed Project Service Area by Region List Region served from Section 2.5.1	Statewide
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FORM G: APPLICANT BACKGROUND

**Legal Business Name
of Applicant:**

Human Coalition

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G-1 – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

FORM G-1: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:**

Human Coalition

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.

Human Coalition exists to promote healthy pregnancies and rescue children from abortion by providing life-affirming counseling, medical services, unbiased information, mentoring, and material support to women who are actively seeking or contemplating an abortion. Human Coalition helps clients tackle complex and long-term needs to effectively improve their lives and the lives of their children. Human Coalition has developed an effective, scalable method of addressing clients' needs through a holistic program combining crisis support with a Continuum of Care program that coordinates short- and long-term assistance from a network of best-in-class organizations and government programs.

Human Coalition is unique among pro-life organizations in its emphasis on reaching and serving abortion-determined families. Through a decade of research and over 10 million marketing sessions, Human Coalition has developed a program utilizing search engine marketing that allows it to connect to, on average, over 77 times as many at-risk, abortion-determined families as average pregnancy centers. And growing out of its founders' roots in the for-profit sector, Human Coalition focuses on optimizing its performance by leveraging client data, A/B split tests, and client surveys to incrementally improve effectiveness at serving clients.

Human Coalition seeks to continue building its network of women's care clinics in Texas's and the nation's largest abortion markets. It believes that by providing effective and transformative care at this scale, Human Coalition can change attitudes toward abortion by demonstrating the availability of a life-affirming, woman-honoring approach to addressing the issues that cause women to seek an abortion.

Human Coalition is controlled by a Board of Directors that approves the annual budget, reviews monthly financial reports, approves its Form 990, and sets executive compensation. The organization retains a certified public accounting firm to conduct an annual audit in accordance with GAAP standards, the results of which are reported to the Board.

2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.

National Director of Client Services Lori Szala directs Human Coalition's client services. At its women's care clinics, all staff that work with clients—including registered nurses, registered diagnostic medical sonographers, Continuum of Care coordinators, and mobile clinic drivers—report to the local clinic director. Each clinic director reports to Ms. Szala, who reports to Executive Vice President Ben Matthews. Mr. Matthews is also responsible for client marketing and Human Coalition's contact center. In its contact center, agents report to Contact Center Director Joseph Pagano, who reports to Mr. Matthews. Its Lead Marketing Technologist, David Barnett, also reports to Mr. Matthews. Mr. Matthews reports to Human Coalition's President, Brian Fisher, who reports to the Board of Directors, of which he is the chair.

Vice President of Finance, Kyle Scott, oversees Human Coalition's financial accounts and systems. Mr. Scott, who also reports to Mr. Fisher, oversees a finance and administration team that includes a finance manager, a human resources director, and a staff accountant. The organization utilizes routine and ongoing control measures including monthly bank and credit card reconciliations, segregation of duties, limited access to password-controlled systems, PCI-compliant merchant processors, positive pay control on the bank side of the disbursement process, and human resources governance over hiring processes. The organization also maintains centralized control over payroll, disbursements, donor management system, and donor statements.

Mr. Scott also directs Human Coalition's systems team, which includes its Manager of Technology Services and its Systems Integration Analyst and which builds the database and analytic systems that maintain client records and donor data. Its Research and Optimization Lead, who is in charge of testing new strategies to improve effectiveness, reports to Mr. Matthews.

Human Coalition's General Counsel, Barry Moerschell, and Assistant General Counsel, Brad Perry, oversee policies, procedures, contracting, and compliance matters. Mr. Moerschell reports to Mr. Matthews.

3. Provide the resumes/curriculum vitae for the CEO, CFO and Clinical/Program Director. If providing medical services, include the licensed Medical Director to practice medicine in Texas (including his/her State of Texas Medical License Number).

As stated above, Human Coalition's organizational structure does not utilize the titles of CEO, CFO, or Clinical/Program Director. The top-level executive in the organization is its president, Brian Fisher. Vice President of Finance, Kyle Scott, directs the organization's finances and accounting. The Executive Vice President, Ben Matthews, and the National Director of Clinical Services, Lori Szala, manage its client-services programs. Their resumes are below.

BRIAN E. FISHER

WORK HISTORY

- 01.2012 - PRESENT **HUMAN COALITION – PLANO, TX**
Co-Founder and President
- Co-founded Human Coalition in 2009 and managed its operations, development, and growth, making it one of the fastest-growing national life-affirming organizations in America.
 - Conceptualized the combination of integrated technology, innovation, and performance benchmarking, with compassion, grace, and tangible help for at-risk women.
 - Transformed the method by which hurting families are reached and served, which has helped Human Coalition rescue over 8,000 at-risk preborn children since 2010.
- 01.2011 – 01.2012 **PURSUANT, DALLAS, TX**
Senior Vice President of Operations
- Managed and grew client operations, IT, printing operations, data warehousing, and analytics.
 - Responsible for the overall development of the firm.
 - Oversaw the financial operations following Pursuant's acquisition of KMA Direct Communications.
- 05.2008 – 12.2010 **KMA DIRECT COMMUNICATIONS, PLANO, TX**
Chief Operating Officer
- Responsible for all agency operations, including finance and accounting for this multichannel fundraising media and marketing firm.
 - Managed human resources, client operations, data analytics, media, and public relations.
- 08.2006 – 03.2008 **CORAL RIDGE MINISTRIES MEDIA, INC., FT. LAUDERDALE, FL**
EVP/President/CEO
- Developed a ministry-succession plan following the passing of Dr. D. James Kennedy, founder of Coral Ridge Ministries.
 - Managed a \$38M budget and over 140 employees; Implemented various initiatives to update the ministry to a current technology and media philosophy, and streamlined the organization to stabilize it financially.
 - Directly supervised all aspects of the organization, including TV/radio production, Internet, communications and curriculum, donor relations, accounting/finance, legal, human resources, and general operations.

EDUCATION

- 1991 – 1995 **WESTMINSTER COLLEGE**
Bachelor of Arts, Music

PUBLICATIONS

FOUR BOOKS, INCLUDING ABORTION: THE ULTIMATE EXPLOITATION OF WOMEN AND DELIVER US FROM ABORTION: AWAKENING THE CHURCH TO END THE KILLING OF AMERICA'S CHILDREN

BEN MATTHEWS

WORK HISTORY

- 07.2013 - PRESENT** **HUMAN COALITION – PLANO, TX**
Executive Vice President
- Actively works with senior staff to develop strategies to increase fundraising capacity, church engagement, and life-decision rate.
 - Manages, coaches, and trains department heads to maximize effectiveness and efficiency within their own department.
 - Establishes goals and creates budgets for each department and provides strategic direction.
- 03.2012 – 05.2013** **ENVISION MANAGEMENT GROUP, CHATTANOOGA, TN**
Business Development
- Responsible for managing all sales activities in respective markets.
 - Developed, managed, and measured achievable goals in alignment with the company's mission, philosophy, and budget.
- 11.2010 – 03.2012** **AREA203, CHATTANOOGA, TN**
Executive Team Member – Business Development & Strategy
- Managed domestic and international business development for full-service digital agency with a focus on client relationships, effective branding, and innovative thinking.
 - Recognized as a Forbes Top 100 Global Ad Agency for Social Media during tenure.
- 10.2007 – 12.2010** **PRIMUS SOURCE, LLC, GREENVILLE, SC**
President
- Strategically planned all aspects of the company including staff, facilities, distribution, brand management, product development and sourcing, marketing and sales, and budgeting and finance.
 - Maintained and fostered both domestic and international client relationships.
- 09.2003 – 10.2007** **GENESIS MARKETING GROUP, GREENVILLE, SC**
Vice President of Operations and Marketing
- Managed vendor relationships.
 - Grew the organization into the largest inspirational goods distributor of its kind.

EDUCATION

- 1992 – 1996** **MARANATHA BAPTIST UNIVERSITY**
Bachelor of Science, Business Management, Marketing

KYLE SCOTT, MBA, CMA

WORK HISTORY

- 06.2014 - PRESENT **HUMAN COALITION – PLANO, TX**
Vice President of Finance and Corporate Treasurer
- Led internal functions including finance, HR, benefits, risk management, administration, and IT/systems.
 - Member of leadership team and participates in monitoring, evaluating, and providing expertise related to business system and process design and control, donor administration, billing, receivables, inventory, and e-commerce activities.
 - Essential functions include reporting, budgeting, forecasting, analysis, accounting, cash management, payroll and related tax, audit, HIPAA compliance, and Federal and State 501(c)(3) compliance.
- 10.2013 – 06.2014 **SELF-EMPLOYED**
Consultant
- Provided financial valuation expertise for technology clients using complex financial models.
 - Contributor to *Strategic Finance* magazine writing articles on managing risk and change.
- 03.2007 – 09.2013 **RICOH AMERICAS CORP., MALVERN, PA**
Senior Manager, U.S. Finance Planning and Analysis
- Built and led team of 30 analysts to partner with field sales leaders on pricing execution.
 - Created innovative analytics for performance measurement and planning.
 - Prepared packages with management discussion, KPIs, and analysis of normalized results.
 - Developed and implemented reports for governance over business development funds.
- 05.2005 – 02.2007 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA**
Senior Project Manager, IT Finance
- Managed cross-functional projects involving billing and reporting.
 - Updated system and reporting for SOX and tax compliance.
- 01.2000 – 04.2005 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA**
Senior Manager, Region Finance Planning and Analysis
- Reviewed and approved proposed outsourcing contract deals.
 - Implemented process to shorten proposal timeline by one week.
- 01.1999 – 12.1999 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA**
Operations Manager, Printing and Fulfillment
- Managed 24/7 operations and 20 to 30 people.

- 03.1997 – 12.1998 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA**
Field Controller, Region Accounting and Financial Operations
- Managed team of 10 accountants, analysts, and processors.
 - Partnered with Operations by developing reporting to identify business gaps and pricing trends.
- 08.1996 – 02.1997 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA**
Management Consultant/Process Improvement
- Provided consulting and benchmarking for business units.
 - Developed and delivered financial training.

EDUCATION

ANGELO STATE UNIVERSITY

BBA in Marketing, Management, General

TEXAS A&M UNIVERSITY – MAYS BUSINESS SCHOOL

MBA in Finance

INSTITUTE OF MANAGEMENT ACCOUNTANTS

Certified Management Accountant

- Small Business Financial and Regulatory Affairs Committee
- The Financial Executives Networking Group

LORI SZALA

WORK HISTORY

- 08.2014 - PRESENT **HUMAN COALITION – PLANO, TX**
National Director of Client Services
- Oversees all areas of Human Coalition's women's care clinics.
 - Provides leadership, direction, and supervision to all clinic staff.
 - Ensures compliance with all relevant federal, state, and local laws.
 - Responsible for the implementation and success of the client flow methodology, policies and procedures, and budget.
- 2005 – 07.2014 **PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS,
PITTSBURGH, PA**
Executive Director
- Managed and executed all programs and services offered through PRCSH.
 - Developed and maintained relationships with the community and public.
 - Ensured adherence to compliance, policies, and procedures in conjunction with staff, nursing staff, and volunteers.
 - Recruited staff and volunteers, and conducted training.
 - Maintained corporate budget.
 - Interfaced with clients, staff, and executive board members.
 - Directly oversaw three volunteers who received the 2008 Presidential Volunteer Service Award during tenure.
- 2002-2005 **PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS,
PITTSBURGH, PA**
Education Director
- Trained volunteer speakers and counselors.
 - Generated new contacts/maintained existing community relationships.
 - Developed and updated agency presentation curriculum.
 - Managed program budget while overseeing federal grants.
 - Implemented programs offered by similar national organizations.
- 2000-2002 **PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS,
PITTSBURGH, PA**
Administrative Coordinator
- Performed all administrative duties, including design and publication of quarterly newsletters, bulk mailings, and database maintenance.
 - Served as office network administrator.
 - Maintained bookkeeping, accounts payable/receivable, processed bank deposits, and processed payroll and tax filings.
 - Collaborated with state and financial auditors annually, and with the Board treasurer on budget and tax items.
 - Prepared monthly reports for Board of Directors meetings.
 - Assisted executive director in all administrative and fundraising activities.

AWARDS

2008 PRESIDENTIAL VOLUNTEER SERVICE AWARD
2011 GREAT ALUMNI AWARD
2013 SMALL NON-PROFIT OF THE YEAR AWARD

REBEKAH J. McCLURE

WORK HISTORY

- 05.2017 - PRESENT **HUMAN COALITION – PLANO, TX**
Clinic Director
- Provides leadership, direction, and supervision to the staff at Grapevine Women's Care Clinic.
 - Responsible for implementation of the organization's policies and procedures at the clinic level.
 - Manages day-to-day clinic operations, data health, and statistical reporting.
 - Oversees expenditures for budgeted expenses and procurement requests.
- 08.2013 – 10.2017 **TEXAS DOW EMPLOYEES CREDIT UNION, DALLAS, TX**
Member Center Manager/Champion Manager
- Developed the team by providing annual, semiannual, quarterly, and monthly reviews.
 - Balanced general ledgers to ensure budget planning for the Member Center.
 - Workforce planning by creating schedules based on business need.
 - Brand Ambassador in the community through community organizations.
 - Trained team members and made sure the team was aware of compliance standards.
- 01.2008 – 08.2013 **BANK OF AMERICA, LUFKIN, TX**
Banking Center Manager II/Assistant Banking Center Manager
- Coached personal bankers to build deeper relationships with customers. Ensured the banking center maintained operational excellence in sales, service, and day-to-day tasks.
 - Gave positive and constructive coaching to associates daily, weekly, monthly, and quarterly.
 - Resolved problems for customers using the proper methods.
- 06.2007 – 11.2008 **BANK OF AMERICA, TROPHY CLUB/FLOWER MOUND, TX**
Teller/Teller Operations Specialist
- Ensured that tellers were meeting their referral goals and balancing accuracy, logs were completed, and all associates knew their audit responsibilities.
 - Award of Excellence recipient for the first quarter of 2008.
- 05.2008 – 07.2008 **BANK OF AMERICA, CHICAGO, IL/DETROIT, MI**
Field Support Associate
- Performed daily tasks to ensure smooth transition from LaSalle Bank to Bank of America's systems.
 - Team leader in charge of at least six team members.
 - Led team in completion of delegated tasks.
 - Held daily huddles with LaSalle associates to resolve issues and familiarize them with Bank of America's systems.

EDUCATION

- 2002 – 2004 **TYLER JUNIOR COLLEGE, TYLER, TX**
2004 – 2006 **DALLAS BAPTIST UNIVERSITY, DALLAS, TX**
2012 – 2014 **UNIVERSITY OF PHOENIX**
Bachelor of Science, Business Management, Marketing

JEFF M. LIVINGSTON, MD

Texas Medical Board license number L4043

WORK HISTORY

03.2017 - PRESENT	MACARTHUR MEDICAL CENTER, PLLC CEO
08.2003 – PRESENT	MACARTHUR MEDICAL CENTER, PLLC Physician/Owner
2017 – PRESENT	TEXAS HEALTH SURGERY CENTER, BEDFORD, TX Medical Director and Board Member
2011 – PRESENT	HEALTHTAP, INC. Medical Director
04.2005 – PRESENT	HUMAN COALITION – GRAPEVINE WOMEN'S CARE CLINIC Medical Director
06.2011 – PRESENT	BOSTON SCIENTIFIC Physician Faculty
2009 – PRESENT	MERCK PHARMACEUTICALS Physician Faculty
04.2007-2009; 2014-PRESENT	BAYER PHARMACEUTICALS Physician Faculty
06.2014 – PRESENT	BOSTON SCIENTIFIC Symphion Advisory Board
2010 – PRESENT	BROWNSTONE CLINICAL TRIAL Research Physician
2008 – 2010	BEXAR CLINICAL TRIALS Research Physician
2014 – 2016	DYSIS MEDICAL Physician Proctor
03.2017 – PRESENT	HALT MEDICAL, INC. Physician Preceptor
06.2007 – 2008	AMERICAN MEDICAL SYSTEMS Physician Preceptor

EDUCATION

1992 – 1995	TRINITY UNIVERSITY, SAN ANTONIO, TX Pre-Med Undergrad
1995 – 1999	UNIVERSITY OF TEXAS SOUTHWESTERN, DALLAS, TX Doctor of Medicine

4. Describe Applicant's experience, knowledge, and expertise in providing A2A services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

Human Coalition was founded in 2009 to provide marketing outreach services to pregnancy resource centers. Since then, it has grown into a national organization with 91 employees that directly provides services at a growing network of clinics across the country. Human Coalition owns and operates clinics in Dallas, Atlanta, Raleigh, and Pittsburgh, with at least three additional clinics scheduled to be added in 2018. It is headquartered in Plano, TX, where its leadership and contact center are located. Human Coalition also provides targeted marketing and contact center support for independent pregnancy resource centers in 21 cities.

Human Coalition promotes healthy pregnancies and serves parents and children through the operations of four client-facing divisions: marketing outreach; contact center; women's care clinics; and Continuum of Care.

Marketing Outreach:

The marketing outreach division initiates conversations with women seeking or contemplating an abortion through various outreaches.

Human Coalition originally set out to assist independent pregnancy resource centers in overcoming two obstacles. First, women seeking abortion are typically not looking for pregnancy support services and often do not know they even exist. Therefore, they do not seek out existing pro-life centers. Second, most women who obtain an abortion begin seeking one very soon after learning they are pregnant, leaving a short window of time to connect with them. Because of these two obstacles, traditional forms of marketing used by pregnancy care centers are ineffective at reaching this audience, and women contemplating abortion make up less than 9.5% of an average pregnancy resource center's clients.¹

As its primary method of reaching this underserved and hard-to-reach community, Human Coalition developed an outreach method involving Internet ads and links placed on keywords women may use when searching for abortion services. Over ten years and 10 million marketing sessions, Human Coalition has tested various keywords, ad copy, and landing pages to improve ad conversion rates, raise Google quality scores (which impact ad costs), and lower client acquisition costs to ultimately see more clients in its target demographic of women who are planning to seek an abortion.

¹ The majority of life-affirming pregnancy centers in the country utilize a customer relationship management tool developed by eKyros.com. That company publishes aggregate data from all clinics that use its application. In 2017, those clinics served 331,169 clients, and 31,434 were classified as "abortion minded," which is an industry term indicating the center believes the client was in some way considering abortion. See <http://ekyros.com/Pub/DesktopModules/ekyros/ViewStats.aspx?ItemId=16&mid=89&tabid=16>.

Contact Center:

The women and men who respond to Human Coalition’s marketing outreach are typically in a heightened state of emotional distress. Human Coalition’s marketing initially routed responders directly to pregnancy resource centers, where volunteers usually answered the calls. But it observed that the centers were answering less than half of calls and were often unprepared to communicate helpful, accurate information to callers in crisis.

Human Coalition created its contact center in 2013 to provide more consistent call quality and insure that callers received more informative and accurate responses. Agents train by shadowing experienced agents for four weeks, all calls are recorded (with permission) for training and quality control, and agents receive ongoing coaching with the contact center’s director. Agents utilize a dialogue format that has been tested and refined over tens of thousands of calls to record 21 points of client data, explain the services offered at Human Coalition clinics, and work with the caller to schedule an appointment at a women’s care clinic. While Human Coalition does not suggest it offers abortions at any time, call center agents state clearly and explicitly on every call that Human Coalition neither provides abortions nor refers clients for abortions.

Human Coalition integrates its marketing platform and call management system with its customer relationship management database, allowing Human Coalition to associate data from ads and calls, including audio recordings of the call, with client files. The system allows Human Coalition to improve the effectiveness of its marketing at converting clients within its target audience. The contact center answered 24,095 inbound calls in 2017, and as a result of Human Coalition’s marketing strategy, 90% of those calls were from women who stated they were inclined to eventually seek an abortion.

Human Coalition’s key metric in its contact center is the percentage of qualified callers who ultimately make and keep an appointment, and it has tested a variety of strategies to improve this rate. For instance, it has found clients are much more likely to keep a same-day appointment. So using an algorithm it designed to predict the likelihood a client will keep an appointment, it double- and triple-books appointment slots if a client is unlikely to show.

Women’s Care Clinics:

Finding that working with Human Coalition’s abortion-determined clients differed materially from working with typical pregnancy center clients, Human Coalition began operating its own life-affirming women’s care clinics in 2014 in order to develop, test, and refine processes for serving its abortion-determined clientele.

Human Coalition has found that with abortion-determined clients, counseling should focus on providing clients with sound, non-manipulative information about their pregnancy, giving them the opportunity to discuss their abortion options, and collaborating with them to identify and address the obstacles they perceive to their pregnancy.

Human Coalition has also found it necessary and optimal to provide structure to counseling sessions. For their initial counseling session, caregivers utilize a proprietary Decision Guide, which streamlines the conversation into a predictable structure so that counselors can, through repetition, develop expertise in addressing client needs. After taking a urine pregnancy test,

pregnant clients complete the first section of the Decision Guide, which informs caregivers about a client's personal situation, her current plan for the pregnancy, and the obstacles the client perceives to the pregnancy. Clients who are not pregnant receive information on possible reasons for a missed period, a referral to gynecologist, and any other appropriate assistance. Caregivers provide pregnant clients with literature on healthy pregnancies, prenatal vitamins, a list of pregnancy-friendly medications, and referrals to obstetricians (including high-risk obstetricians, if appropriate).

Pregnant clients next watch a proprietary video that provides accurate, unbiased information about medical and surgical abortions. Clients then complete their Decision Guide, which allows them to express what they perceive as the pros and cons to each of three possible pregnancy outcomes—abortion, parenting, and adoption—what they feel and think about the pregnancy, and what they would desire for this pregnancy if their circumstances were different. Caregivers use these responses to systematically and collaboratively, and without manipulation or pressure, work through the factors a client is weighing to address the obstacles the client has identified.

The pressures prompting clients to seek an abortion do not cease just because she has a positive counseling session and makes a life decision. Human Coalition has also learned that abortion-determined clients need more post-visit follow-up than a typical pregnancy center performs, so caregivers maintain ongoing contact with clients after their initial visit. Caregivers call clients 24 hours post-appointment to check on additional issues, discuss the client's mindset, and confirm that the client sought follow-up obstetric care (or gynecological care, in the case of clients who chose abortion). Caregivers place additional follow-up calls at one week, two weeks, and four weeks post-appointment. After the first month, for those who are continuing their pregnancy, volunteers call clients to ensure clients are receiving medical care, check on complications, discuss preparations for birth, and determine if the client needs any additional resources.

Human Coalition has found that the level and quality of care required to serve abortion-determined clients requires that they be seen by professional staff. Clients are seen exclusively by staff that are paid and trained by Human Coalition. Volunteers do not counsel during initial visits, though Human Coalition does utilize volunteers to help care for clients later in their pregnancies.

Human Coalition utilizes a proprietary, month-long training process to teach the Decision Guide and the organization's client services methodology. The training covers the following topics: organizational mission, policies, and procedures; benefits; HIPAA requirements; OSHA requirements; programs and services provided; understanding client intent and client segmentation; client-counseling methodology; sonography methodology; follow-up methodology; outcome verification process; client management system training; Human Coalition key metrics; Continuum of Care system and offerings; post-abortion counseling; material assistance program; and referral resources. After initial training, caregivers shadow existing staff. Clinic managers then shadow new caregivers during their first client visits. After clinic managers verify caregivers understand and can implement Human Coalition's counseling methodology, clinic managers approve caregivers to begin seeing clients independently.

Human Coalition also provides different in-service trainings throughout the year as well as monthly 1-on-1 individual sessions with each staff member.

Continuum of Care:

At the conclusion of the initial counseling visit, caregivers will offer qualifying clients the opportunity to schedule an appointment with a Continuum of Care coordinator. Human Coalition’s Continuum of Care program seeks to help clients (including fathers) move from the moment of crisis into long-term stability. Continuum of Care coordinators meet with clients to formulate a plan to address the economic and social drivers of the client’s crisis. Continuum of Care coordinators identify various local organizations that provide care in over a dozen categories, including maternity housing, long-term housing, job placement, job training, financial assistance, health care, medical benefits, adoption, abuse counseling, and basic life skills. Continuum of Care coordinators also work with clients to access applicable state and federal benefits programs. Continuum of Care coordinators “quarterback” client care across these organizations by, as necessary, making personal referrals to organizations, arranging appointments, or attending meetings with the client. The ultimate goal of the Continuum of Care program is to establish a mentoring relationship between the client and members of the community so a client’s long-term, post-crisis needs are met.

5. Describe Applicant’s experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).

Human Coalition seeks to ensure clients experience a healthy pregnancy, birth, and post-partum experience through individual counseling that identifies specific areas of need for each client. Through its women’s care clinics, it provides the following services:

Pregnancy testing:

Each client receives a lab-grade urine pregnancy test to determine if the client is pregnant. If the client is pregnant, a trained medical professional will take the client’s medical history, including past pregnancies, history of complications, and last menstrual period (LMP).

Ultrasounds:²

Human Coalition offers an ultrasound to all clients who register a positive pregnancy test and whose pregnancies are beyond six weeks LMP (the minimum gestation at which an ultrasound is effective). The ultrasound confirms an intrauterine pregnancy (as opposed to ectopic), gestational age, due date, and viability of pregnancy. Sonographers must be detail-oriented, understand the intricate details of the human anatomy and the specialized functions of ultrasound equipment, and be able to recognize signs of abnormalities, such as an ectopic pregnancy. Human Coalition requires its sonographers be registered diagnostic medical sonographers, have and

² Human Coalition understands that the program does not support reimbursement of expenses related to ultrasounds, and the services provided under and reimbursed by the program will not include expenses related to ultrasounds. However, because ultrasounds are essential to the education and counseling of an abortion-determined woman, Human Coalition may still provide clients ultrasounds at its own expense.

maintain their current license to practice, and display their license on the wall in the sonography room of the clinic.

Decision support services:

Human Coalition provides abortion decision counseling to clients by providing accurate information on pregnancy, fetal development, and general health. For clients considering abortion, caregivers will provide neutral, non-manipulative information on different abortion procedures, risks, and possible side effects. Particularly for first-time parents, caregivers will also provide information on parenting and address any fears or misperceptions clients may have. Caregivers also provide information on the adoption process and offer to connect clients to adoption agencies. This counseling is available for both pregnant women as well as the biological father of the preborn babies. Human Coalition has also observed that for many clients, their families and close friends play a key role in the client's decision-making process. Accordingly, such support persons may join clients for this counseling.

STD testing:

In certain clinics, Human Coalition offers clients and their partners free testing for sexually-transmitted diseases such as Chlamydia and Gonorrhea. Human Coalition refers clients who test positive to a gynecologist or other appropriate physician.

Anemia testing:

In certain clinics, Human Coalition offers clients free anemia testing. Human Coalition refers clients who are anemic to a gynecologist or other appropriate physician.

Prenatal vitamins:

For pregnant clients, a nurse manager or designee will give the client a free 6-month to 1-year supply of prenatal vitamins. The provider will also educate the client about route of administration, dosage, time of administration, side effects, and ways to minimize side effects.

Other health information:

Human Coalition nurse managers or caregivers will provide clients information about menstruation, female anatomy, and birth control.

Referrals to specialists:

Human Coalition encourages clients to seek prompt medical attention for their pregnancies. After the initial visit and through birth, it continues to follow-up with clients to make sure they have been able to access obstetric care (or gynecological care, in the case of clients who choose abortion) and to address any impediment to accessing care that may have arisen. In the Dallas clinic, Human Coalition maintains a network of over 40 clinics, providers, gynecologists, and other specialists, and Human Coalition will provide referrals to clients if the client does not have an existing physician. For clients who have disclosed an existing health issue or where the provider identifies a cause for concern for the existing pregnancy, Human Coalition will refer clients to a high-risk obstetrician.

Childbirth and parenting classes:

Human Coalition works to ensure healthy deliveries through childbirth classes. Clients are taught and coached on important aspects of labor and delivery: the labor process, available medications, reasons for Cesarean section, relaxation and breathing techniques, and pain management practices. Through these classes, clients are better able to participate in the labor and delivery process with their physicians and hospital. Human Coalition equips clients who carry to term for the job of parenting through parenting classes with knowledgeable teachers and a comprehensive curriculum. Classes address a wide range of parenting issues, from immunization to changing diapers to disciplining toddlers and more.

Continuum of Care:

Human Coalition clients often have high and complex needs, which it primarily addresses through its Continuum of Care program. Through that program, Human Coalition case managers work with clients to access the care and support across a wide range of medical, social, and economic programs. As needed, case managers will refer clients to free and reduced-cost obstetric services, pediatricians, breastfeeding support, nutrition services, drug and alcohol addiction services (both inpatient and outpatient), and psychiatric and psychological counseling. Historically, 35% of Continuum of Care clients have needed medical insurance or medical referrals, and 6% have needed some support for drug or alcohol treatment. Additional areas of support include housing, employment services, material assistance, legal services, financial resources, transportation, utility assistance, childcare, and adoption services.

6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
- A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of Providers, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to Providers, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring Providers and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical Providers and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring Providers that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to Providers on data collection and submission, and data quality improvement.

Human Coalition will provide services directly.

FORM G-2: APPLICANT BACKGROUND CHECKLIST

Check Yes or No:

1. Program Administration and Management	Yes	No
Did you provide job descriptions that include specific duties for the key employees related to the A2A program? <ul style="list-style-type: none"> • Program Director • Clinicians • Eligibility, data collection, and billing staff 	x	
Do you have measures in place to adequately monitor funds in order to ensure the provision of A2A program Services to Clients throughout the entirety of the contract term?	x	
Do you have experience in administering women's health services (e.g., prevention, screening, and appropriate referral)?	x	
Is your agency a non-public entity that provides A2A services?	x	
2. Service Delivery		
Do you have staff available to determine eligibility?	x	
Do you provide A2A services to adolescents?	x	
3. Partnerships/Subcontracting		
Providers: Do you plan to use Providers or contractors for any of the required services? If yes, please list who are the Providers: Attached additional sheet if needed.		x
Do you have experience developing, negotiating, and administering subcontracts with other organizations/providers to provide direct client services?		
Do you have experience providing budget development, management, and technical assistance to Providers?		
Do you have key staff that will provide training and technical assistance to Providers, including data collection and submission?		
Do you have key staff that will be responsible for monitoring Providers' programmatic performance, including professional and clinical services?		
Do you have key staff that will be responsible for monitoring Providers' fiscal performance?		
Do you have key staff that will be responsible for monitoring Providers' quality assurance/quality improvement?		
4. Data Collection and Billing Systems		
Do you have a billing system and/or process to submit Direct Client Services claims to HHSC?	x	

JOB DESCRIPTION

POSITION TITLE: Executive Vice President

CLASSIFICATION: Exempt

TYPE: Full time

REPORTS TO: President

DATE: 1/18/18

SUMMARY:

The Executive Vice President serves as a member of the lead team and is an active participant in making strategic decisions affecting Human Coalition. This position is responsible for overseeing the divisions of program, development, and core services. A few of the key departments included in these divisions are advancement, development, legal, research & development, operations, marketing, contact center, medical, clinics, continuum of care, and church. In addition, the role has oversight of organizational growth through mergers and acquisition.

ESSENTIAL FUNCTIONS:

- Actively work with senior staff to develop strategies to increase fundraising capacity, cultural impact, and program effectiveness
- Manage, coach and train department heads to maximize effectiveness and efficiency within their own department
- Establish goals for each department and assist department heads in attaining goals
- Create budgets and manage department heads to stay within budget
- Provide strategic direction to each department in order to plan 12+ months out
- Act as a member of the Lead Team providing overall direction to the organization
- Development and execution of inorganic growth plans

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills; ability to influence and engage with staff at all levels of the organization
- Exceptional ability to lead effectively and provide vision to team
- Outstanding organizational and communication skills
- Aggressively metric-centered and goal based

SUPERVISORY RESPONSIBILITY:

- Chief Medical Officer
- Vice President of Strategy and Development
- National Director of Advancement

- National Director of Church Outreach
- National Director of Clinic Services
- Contact Center Director
- Director of Client Marketing
- General Counsel
- Director of Insights
- Operations Manager

EDUCATION AND EXPERIENCE:

- 4-year college degree required
- At least 10 years of successful business experience managing others
- Ability to create scalable, sustainable and replicable methodologies
- Effective management of operations
- Implementation of growth strategies

EEO STATEMENT:

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

JOB DESCRIPTION

POSITION TITLE: National Director of Client Services

CLASSIFICATION: Exempt

TYPE: Full time

REPORTS TO: Executive Vice President

DATE: 10/1/2017

SUMMARY:

The National Director is responsible for the success of the Women's Care Clinic's (WCCs) in attaining an overall Effective Rate (ER). Additionally, this individual is responsible for implementation of the client flow methodology, policies and procedures, and budget. The primary areas of responsibility will be training, administrative management of the WCCs, clinic services oversight and improving the overall Life Decision Rate (LDR) for the WCCs.

ESSENTIAL FUNCTIONS:

Administrative

- Oversight of Preventative Care, Urgent Care and the Continuum of Care programs at local WCCs
- Provide leadership, direction and supervision to all WCC staff
- Conduct scheduled written and oral evaluations of Clinic Directors
- Coordinate with the Executive Vice President annual budget for each WCC that is presented to the Board of Directors for approval
- Oversee expenditures for budgeted expenses of the WCCs and oversee procurement requests
- Oversee the compilation of statistical reports, testing and optimizing in the WCC Labs, and accurate record keeping
- Formation and implementation of strategic tactics to accomplish the goals of the WCCs
- Managing the creation and implementation of new services provided within the WCCs
- Ensure compliance with all WCC policies and procedures and help coordinate the approval and implementation of all new policies
- Attend all required meetings and present information as needed
- Hold regular meetings with WCC Clinic Directors to discuss client and staffing needs, progress, goal setting and implementation
- Collaborate with the marketing team to develop promotional materials used in presenting the WCC's to clients and within the community
- Represent the WCC's to the community and the media
- Ensure all WCCs comply with all relevant federal, state and local laws

Training

- Aid in developing all aspects of client flow methodology
- Assist the Clinic Director to ensure the mental, emotional and spiritual health of all clinic staff
- Oversee the training plan for all WCC staff
-

Growth and Expansion

- Assist with expansion of the WCCs footprint within existing markets
- Reside on the Expansion Committee to help facilitate new markets

Core Principals

- Assure that all WCCs are operating within brand standard guidelines
- Ensure all WCCs are representing Human Coalition and WCC brand and culture
- Responsible for the WCCs following the core values of Human Coalition, the pursuit of excellence and testing, measuring and optimizing

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills
- Outstanding organizational and communication skills
- Exceptional ability to lead effectively and be coached

SUPERVISORY RESPONSIBILITY:

- Clinic Directors

EDUCATION AND EXPERIENCE:

- 5+ years successful management of a business
- Bachelor's degree (Business Degree preferred)

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Clinic Director
CLASSIFICATION: Exempt
TYPE: Full time
REPORTS TO: National Director of Client Services
DATE: 9/18/17

SUMMARY:

The Clinic Director is responsible for the success of the Women's Care Clinic (WCC) in attaining an overall Effective Rate (ER). Additionally, this individual is responsible for implementation of the policies and procedures approved by the Board of Directors, within the parameters of the WCC budget. The primary areas of responsibility will be administration, medical services oversight and community relations/public relations.

ESSENTIAL FUNCTIONS:

Administrative

- Provide leadership, direction and supervision to staff
- Conduct yearly written and oral evaluations of personnel
- Coordinate with the Regional Clinic Director and staff on annual budget that is presented to the Board of Directors for approval
- Oversee and ensure that accurate and current financial records are kept and reported to the Director of Finance monthly
- Oversee expenditures for budgeted expenses of WCC and oversee procurement requests
- Oversee the compilation of statistical reports, accurate record keeping, and report to the VP of Client Services and Regional Clinic Director weekly
- Ensure compliance with all WCC policies and procedures and coordinate the approval and implementation of all new policies with the Regional Clinic Director
- Hold regular meetings with staff to discuss client and staff needs, progress, goal setting and implementation
- Coordinate and maintain a yearly calendar for WCC and special events
- Ensure WCC complies at all time with all relevant federal, state and local laws
- Establish a succession plan for all key staff members and medical director, in consultation with the Regional Clinic Director

Training

- Oversee and supervise volunteer in-service training and volunteer staff meetings
- Assist in the training of new mentors for the Continuum of Care program

Medical

- Manage the WCC's relationship with the Medical Director
- Ensure the medical staff complies at all time with the doctor's standing orders, policies and

procedures

- Ensure WCC complies at all times with relevant federal, state and local laws
- Protects clients' health information for confidentiality, authorized access for treatment, and data security.

Public Relations

- Educate the local community including churches, pastors, community groups, and the professional community about the sanctity of human life, the goal of obtaining support, and involvement with WCC
- Develop and maintain ongoing relationships with pastors and churches in the community
- Develop and maintain relationships with other ministries/organizations that meet client needs
- Represent WCC to the community and the media
- Assist with the development, oversee and revise promotional materials used in presenting the WCC to clients, the community and churches

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills
- Outstanding organizational and communication skills
- Exceptional ability to lead effectively and be coached
- Knowledge of legal and ethical considerations related to patient information

SUPERVISORY RESPONSIBILITY:

- Nurse Manager
- Office Manager
- Administrative Assistant/Receptionist
- Mobile Driver
- Continuum of Care Coordinator
- Other Clinic Staff
- Education Director
- Education Assistant
- Education Speakers

EDUCATION AND EXPERIENCE:

- 3+ years successful management of a business
- Background in marketing, fundraising and public relations
- Bachelor's degree (Business Degree preferred)

EEO STATEMENT:

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OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Care Coordinator

CLASSIFICATION: Non-exempt

TYPE: Full Time

REPORTS TO: Nurse Manager

DATE: 12/1/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry

Administration

- Document client visit in client management system
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment
- Certified Medical Assistant required
- CPR certified as a healthcare provider

EEO STATEMENT:

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____

JOB DESCRIPTION

POSITION TITLE: Lead Care Coordinator

CLASSIFICATION: Non-exempt

TYPE: Part time

REPORTS TO: Nurse Manager

DATE: 7/29/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry

Administration

- Document client visit in client management system
- Provide reporting
- Answer phones and set appointments as needed
- Assist Clinic Director in training new Care Coordinators

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment
- CPR certified as a healthcare provider

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- People centered industry experience helpful
- Bachelors degree a plus
- Bilingual in Spanish is a plus

EEO STATEMENT:

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OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Nurse Care Coordinator
CLASSIFICATION: Non-exempt
TYPE: Full-Time
REPORTS TO: Nurse Manager/Clinic Director
DATE: 7/29/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry
- Assures accurate implementation of physician's orders and plan of care
- Maintains a working knowledge of nursing methods, principles and practices in relation to the prevention and treatment of diseases, safety and infection control, clinical systems, supplies and equipment in relation to obstetrical and gynecological care

Administration

- Document client visit in client management system
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Must be a Licensed Vocational Nurse or Registered Nurse in good standing in the state medical board
- CPR certification as a healthcare provider
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- 3 years of experience in the medical field
- People-centered industry experience helpful
- Bachelors degree a plus
- Bilingual in Spanish is a plus

EEO STATEMENT:

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Nurse Manager

CLASSIFICATION: Exempt

TYPE: Part Time (29 hours/week)

REPORTS TO: Clinic Director

DATE: 7/29/2016

SUMMARY:

The Nurse Manager provides services and support to clients and maintains professional standards of care, following the ANA Code of Ethics. This individual assumes responsibility for a wide variety of Clinic functions, planning and performing direct and indirect nursing interventions, and is responsible for supervising, organizing, planning, mentoring and assessing the medical services provided by the Clinic.

ESSENTIAL FUNCTIONS:

Nursing Process

- Trains and supervises professional and ancillary personnel
- Oversees nursing services in the Clinic
- Oversees the collection of objective and subjective client data initially and on an ongoing basis that is thorough and accurate in relation to the ultrasound services
- Maintains accurate records, care-plans and follow-through on physician's orders
- Assures accurate implementation of physician's orders and plan of care
- Oversees client follow-up per plan of care and standardized procedures

Client Care

- Evaluates client's response to components of existing plan of care each visit
- Communicates pertinent information to the Medical Director according to policies and procedures set forth
- Documents the delivery of client care in compliance with professional practice standards
- Intervenes to promote client safety and security in manners consistent with the ethical and legal parameters of the scope of the professional nurse's practice
- Offers counseling and emotional support to client and family/significant other
- Informs clients of their rights and responsibilities and interacts with clients in a manner which upholds the same

Management

- Reviews, updates, develops and maintains clinic policies and procedures in conjunction with the Medical Director and Clinic Director

- Maintains a working knowledge of nursing methods, principles and practices in relation to the prevention and treatment of diseases, safety and infection control, clinical systems, supplies and equipment in relation to obstetrical and gynecological care
- Assures compliance with infection control guidelines
- Orders all medical supplies for the office through Office Manager

Staff Development

- Participates in conjunction with Clinic Director in establishing and conducting meetings for client services staff, medical staff and volunteers
- Conducts medical team meetings and discussions in evaluating the clinic services, policies, procedures and protocols
- Implements policies and procedures with client service team

Public Relations

- Represents the Clinic in the community as delegated by the Clinic Director
- Attends medical conferences that offer professional training and information pertinent to the Clinic's practices

Professional Development

- Maintains professional license
- Increases knowledge of management, obstetrical and gynecological care and women's health issues
- Actively participates in the performance evaluation process by conducting a self-evaluation at least annually and identifying goals and objectives in collaboration with the Clinic Director

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Skill in human relations, written and oral communication and the ability to work in a collaborative setting
- Dependable, stable and capable of following through with commitments
- Possess a sincere desire to reach out to abortion determined women
- Respect confidentiality
- CPR certified as a healthcare provider

SUPERVISORY RESPONSIBILITY:

- Nurses (RN/LVN)
- Sonographers
- Care Coordinators

EDUCATION AND EXPERIENCE:

- 3 years of clinical experience
- Emphasis on obstetrical and gynecological care preferred
- Hold a current registered nurse or advanced registered nurse license in good standing with the state medical board

EEO STATEMENT:

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Continuum of Care Coordinator

CLASSIFICATION: Exempt

TYPE: Full Time

REPORTS TO: Clinic Director

DATE: 9/18/17

SUMMARY:

The Continuum of Care Coordinator is responsible for developing relationships with churches, community resources and social service agencies and making them available to the clients at the Women's Care Clinic (WCC). This vital staff member will listen to and communicate with women in crisis pregnancies to understand their challenges, and connect them with these resources using the database this position will manage. This person will also solicit and train volunteer mentors within churches to partner with the WCC.

ESSENTIAL FUNCTIONS:

Caregiving

- As requested by Care Coordinators or Nurses, meet with clients facing an unplanned pregnancy who are considering abortion
- Assess the challenges that are influencing the client's decision-making process
- Coach and connect clients to the necessary resources to relieve pressure to abort
- Continue to meet with and coach clients to work through their challenges as needed
- Connect clients to volunteer mentors within the local church for further education
- Protect clients' health information for confidentiality, authorized access for treatment, and data security.

Administration

- Find, develop and maintain network of resources within local churches, community organizations and social service agencies to utilize for client needs
- Create a system that can evaluate the resources available to the clients
- Document all client communication in client management system
- Solicit and train volunteer mentor to partner with clients and continue educational model after main challenges have been addressed
- Develop, track and measure effectiveness of Continuum of Care process per KPI's
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Experienced listener and communicator in crisis situations
- Compassionate, non-judgmental, encouraging, authentic personality that can work with teens as well as adults (*one of the primary jobs of this position involves instilling hope in a hopeless individual*)
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment
- Knowledge of legal and ethical considerations related to patient information

SUPERVISORY RESPONSIBILITY:

- Volunteer Mentors

EDUCATION AND EXPERIENCE:

- Social Service experience helpful
- Bachelors degree a plus
- Trained Life Coach preferred

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Call Tagger
CLASSIFICATION: Non-exempt
TYPE: Part time
REPORTS TO: Contact Center Director
DATE: 7/26/2016

SUMMARY:

The Call Tagger provides quality control on contact center calls by listening to calls and gathering data.

ESSENTIAL FUNCTIONS:

- Listen to inbound calls and flag any that need review
- Gather data and provide quality control to contact center agents

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Excellent listening skills
- Self-motivated and organized
- Computer proficiency
- Able to work with minimal supervision

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- Background in pro-life, crisis center helpful

EEO STATEMENT:

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Contact Center Agent
CLASSIFICATION: Non-exempt
TYPE: Part time
REPORTS TO: Contact Center Director
DATE: 7/26/2016

SUMMARY:

The Contact Center exists to field/receive and respond to phone calls, chats, web communication, etc.. The ultimate goal is to schedule individuals connecting with the Contact Center for an appointment at a service pregnancy resource center or a Human Coalition Women's Care Clinic. We service pregnancy resource centers throughout the country and we are the primary contact for our Women's Care Clinics.

Services are provided for the abortion-determined and undecided women to help them in the decision-making phase of their pregnancy. The provision of ultrasound services to women who are not vulnerable to choosing abortion is at the discretion of the medical and clinical director.

Contact Center Agents help women who are facing an unplanned pregnancy to receive all of the testing and information they need to make an informed decision about their pregnancy.

ESSENTIAL FUNCTIONS:

- Answer inbound calls/chats
- Utilize the CRM database (Salesforce)
- Listen attentively
- Set appointments
- Attend to appointment reschedules and reminders

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Excellent communication skills
- Self-motivated, able to multitask and goal focused
- Service oriented
- Excellent computer skills
- Able to work well in a team environment
- Adaptable to change

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- Sales experience preferred
- Background in counseling, pro-life, crisis center helpful
- Bilingual Spanish is a plus

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OTHER DUTIES:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Office Manager

CLASSIFICATION: Non-Exempt

TYPE: Part time

REPORTS TO: Clinic Director

DATE: 9/18/17

SUMMARY:

The Office Manager is responsible for performing administrative duties related directly to the operations of the Women's Care Clinic (WCC) including monthly reports for the Clinic Director. Major responsibilities of the position include, without limitation, ensuring efficient office operations; adherence to policies and procedures; coordination of volunteers, events, and the care and maintenance of the building; and bookkeeping.

ESSENTIAL FUNCTIONS:

- Oversee day-to-day functions of the office
- Record income for clinic and ensure that all payments are up to date
- Manage volunteer base
- Support clinic and mobile operation with maintenance and purchases
- Prepare materials for Client Services
- Organize office operations and procedures
- Ensure that accurate financial records are kept and manage budget
- Ensure that Women's Care Clinic complies at all times with federal, state and local laws
- Protect clients' health information for confidentiality, authorized access for treatment, and data security.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Ability to work in a fast-paced, changing environment
- Desire to serve others
- Excellent communication skills, both verbal and written
- Strong computer skills
- Strong organizational and administrative skills
- Self-motivated, able to multitask and goal focused
- Able to work well in a team environment

SUPERVISORY RESPONSIBILITY:

- Volunteers
- Receptionist

EDUCATION AND EXPERIENCE:

- Previous office administration experience, including inventory control and supply management, preferred
- Experience creating reports required
- Knowledge of legal and ethical considerations related to patient information

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OTHER DUTIES:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Vice President of Finance

CLASSIFICATION: Exempt

TYPE: Full time

REPORTS TO: President

DATE: 1/1/2017

SUMMARY:

The VP of Finance supports the organization by helping to identify, evaluate and manage opportunities and risks. This individual serves as a leader over a department that has primary responsibility for finance, accounting, banking, nonprofit compliance matters, financial audit, payroll and processing payables. This position serves as a member of the leadership team and participates in monitoring, evaluating and providing expertise related to donations, donations database, billing, receivables, purchasing, inventory and e-commerce activities.

ESSENTIAL FUNCTIONS:

Finance

- Preparation of rolling forecasts of income statements, balance sheets and cash flows
- Planning and budgeting
- Review and approval of proposed acquisitions, investments, projects and new hires from a financial perspective
- Development and implementation of reports which communicate financial and operational metrics and analytics

Accounting

- Responsible for accrual accounting, cash accounting, nonprofit fund accounting, departmental allocations, balance sheet reconciliations
- Manages chart of accounts, audit requirements, auditor relationship

Cash Management

- Preparation and updating of cash forecasts
- Provide daily monitoring of funds available versus funds required with related communication and reporting

Compliance

- Complete IRS form 990
- Complete state level solicitation registrations
- Handle payroll and sales tax

Payroll

- Process semimonthly payroll, including benefits deductions, withholding, confirmation of remittance, W4/W2

Payables

- Interface with credit cards and bank accounts
- Process check runs, electronic payments and W9/1099

Systems and Process

- Design cross-functional processes
- Perform process control and improvement
- Manage system interfaces

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Strong knowledge of GAAP requirements particularly as they relate to the nonprofit space
- Strong knowledge of nonprofit compliance, particularly form 990
- Excellent oral and written communication skills
- Ability to manage multiple projects at one time, handling competing priorities in a growing organization
- Ability to lead others in a multi-functional environment
- Ability to interface with people at all levels of the organization, including those without a financial background
- Skills in anticipating and identifying areas of risk, analyzing and interpreting financial and operational data, and organizing work tasks and process flows

SUPERVISORY RESPONSIBILITY:

- Staff Accountant
- Senior Finance Manager
- Receptionist
- Senior Director of Human Resources

EDUCATION AND EXPERIENCE:

- Bachelor's degree required; master's degree and/or certification (CPA, CMA, CFA, etc..) preferred
- Mastery of cloud-based accounting systems, preferably at the multi-entity level involving accounting consolidation activities
- Mastery of MS Excel
- Significant experience with payroll systems
- Experience with Financial Audit processes and requirements
- Experience and comfort interfacing with C-level leaders
- Demonstrated experience managing financial and accounting functions in a multi-entity, multi-function organization

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OTHER DUTIES:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Administrative Assistant

TYPE: Full Time

REPORTS TO: Clinic Director

SUMMARY:

The Administrative Assistant provides support to the Clinic Staff and the Office Manager in the daily oversight of the administration duties of the Women's Care Clinic (WCC).

ESSENTIAL FUNCTIONS:

- Provide back-up phone coverage for clinic and mobile unit
- Provides administrative support to management and other WCC staff
- Function as a communications coordinator between individuals and groups
- Coordinates volunteers for coverage for all WCC shifts and office departments
- Support special events
- Other duties as assigned

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Ability to work in a fast-paced, changing environment
- Desire to serve others
- Excellent communication skills, both verbal and written
- Strong computer skills
- Strong organizational and administrative skills
- Self-motivated, able to multitask and goal focused
- Able to work well in a team environment

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- At least one year of experience as an administrative assistant
- Experience with organization and detailed task management
- Previous office administration experience preferred

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OTHER DUTIES:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Receptionist

TYPE: Full-time

REPORTS TO: Clinic Director

SUMMARY:

The Receptionist provides support to the Clinic Staff of the Women's Care Clinic (WCC).

ESSENTIAL FUNCTIONS:

- Provide phone coverage for clinic and mobile unit
- Greet and Check-in clients for their appointments at the clinic
- Schedule client appointments and follow up on missed appointments
- Create client files in scheduling software and input/update other information and data as assigned
- Provide administrative support to management and other staff
- Other duties as assigned

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Ability to work in a fast-paced, changing environment
- Desire to serve others
- Excellent communication skills, both verbal and written
- Strong computer skills
- Strong organizational and administrative skills
- Self-motivated, able to multitask and goal focused
- Able to work well in a team environment

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- At least one year of experience as a receptionist
- Experience with organization and detailed task management
- Previous office administration experience preferred

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Class Instructor

TYPE: Part-time

REPORTS TO: Clinic Director

SUMMARY:

The Class Instructor is specially trained in a curriculum that will educate clients of the Women's Care Clinic (WCC).

ESSENTIAL FUNCTIONS:

- Provides instruction in Parenting, Childbirth, Budgeting or the Fatherhood curriculum
- Schedule client classes and chart notes in the client's file
- Provide mentoring relationship with clients enrolled in classes
- Regularly update curriculum

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Ability to work in a fast-paced, changing environment
- Desire to serve others
- Excellent communication skills, both verbal and written
- Strong computer skills
- Strong organizational and administrative skills
- Self-motivated, able to multitask and goal focused
- Able to work well in a team environment

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- At least one year of experience as a volunteer
- Experience with organization and detailed task management
- Previous experience preferred

EEO STATEMENT:

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OTHER DUTIES:

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Employee _____ Date _____

**FORM H: PROJECT WORK PLAN
(Includes Executive Summary)**

Legal Business

Name of Applicant: Human Coalition

1. Provide a one-page high-level summary describing the applicant's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. (maximum 1 page).

Human Coalition will meet the program's requirements in three ways: (1) by providing expanded services and capacity to serve program clients through its existing Dallas-area women's care clinic and mobile clinic; (2) by scaling its replicable methodology to open an additional life-affirming clinics in one of the state's major metropolitan areas according to an achievable, agreed-on timeline; (3) and by deploying a border-to-border virtual women's care clinic to give access to care to clients across the state who live in underserved areas or who are unable to visit Human Coalition's or another provider's physical location.

Human Coalition has developed a replicable and scalable client-services methodology that incorporates all program requirements—from counseling to case management to continuity of care—and successfully implemented it across multiple life-affirming clinics in different states. Through its experience opening and centrally, efficiently managing these clinics, it has developed effective processes to attract clients; train, manage and develop staff; and ensure clients receive consistent, effective, compassionate, high-quality care. All initial client services are provided through professional staff that Human Coalition pays, trains, and manages.

The work outlined in this proposal will play a critical role in furthering the program's goal of reducing abortions because, through its targeted outreach strategies, Human Coalition reaches an underserved group of Texas women—those who are most likely to obtain an abortion. In Human Coalition's experience, many of these clients are in great need of holistic care to address complex social and economic difficulties, but few are aware of the services of existing providers. Nationally, this segment of the population accounted for less than 9.5% of clients seen by life-affirming pregnancy centers in 2017 (according to public industry data).³ By contrast, 95.6% of Human Coalition clients stated they were inclined to seek an abortion, with most of the remainder saying they were considering abortion but were undecided.

Human Coalition's services are tested and optimized to accomplish the goals of improving pregnancy outcomes, improving child health and development, and fostering families' economic

³ The majority of life-affirming pregnancy centers in the country utilize a customer relationship management tool developed by eKyros.com. That company publishes aggregate data from all clinics that use its application. In 2017, those clinics served 331,169 clients, and 31,434 were classified as "abortion minded," which is an industry term indicating the center believes the client was in some way considering abortion. See <http://ekyros.com/Pub/DesktopModules/ekyros/ViewStats.aspx?ItemId=16&mid=89&tabid=16>.

self-sufficiency. Human Coalition helps clients access Medicaid and other state and federal benefits programs, gives them prenatal vitamins, and provides referrals to trusted medical providers. Human Coalition has also implemented an extensive post-visit follow up system through which caregivers make sure clients are able to access needed medical care and identify any subsequent obstacles clients encounter. And through its Continuum of Care program, Human Coalition provides case management services to coordinate emergency assistance, refer clients to appropriate health and human services programs, and develop a network of long-term support.

2. Applicant must provide a narrative description of how it plans to achieve the A2A program's goals (maximum 18 pages). The narrative description, as referenced in Article 2 – Scope of Work, must include how the Applicant will meet the following requirements:

Dallas Women's Care Clinic—Under this proposal, Human Coalition will increase the number of program clients at its Grapevine Women's Clinic and its Dallas-area Women's Mobile Clinic. These locations are already providing the services required of the program to DFW women. With support for additional staff and resources, Human Coalition will serve more program clients, substantially increasing the number of Texas women it supports both before and after birth.

Further, the program will allow Human Coalition to meaningfully expand its services. Because space in the Continuum of Care program is limited, Human Coalition currently offers those services only to those in the greatest need. Under this proposal, Human Coalition will extend its Continuum of Care resources—including case management, mentoring, and referrals—to program clients.

Human Coalition will serve program clients through its leased physical location and through its existing mobile care clinic. Mobile care clinics are built on a Freightliner chassis and provide separate counseling and exam rooms, allowing staff to serve multiple clients simultaneously. And because they are mobile, Human Coalition can deploy the units to multiple underserved areas within each market. Human Coalition has operated such clinics in three of its markets and knows how to operate them to serve clients as effectively as its physical locations. Human Coalition will provide the counseling, pregnancy confirmation, and pregnancy information portions of the program through these mobile clinics, and it will refer clients to Continuum of Care services, classes, and other program services available through its physical offices located in each city. All required program services will be available at the physical locations.

Additional Life-affirming Women's Care Clinic—Human Coalition supports 33 pregnancy center locations nationwide. Additionally, Human Coalition owns and operates eight of its own life-affirming women's care clinics, and it is in due diligence with additional clinics to grow its network to 11 locations by July 2018. This network of specialized, holistic care providers is providing transformative care to pregnant women and becoming increasingly effective at rescuing children from abortion while helping move women from dependence to independence.

Through operating its clinics, Human Coalition has substantial and professional experience with every aspect of operating a women's care clinic—from clinic build-out to hiring staff to training to program implementation to marketing to developing local resources to performance management. Similar to a chain restaurant or retail store, Human Coalition has designed comprehensive standard operating procedures for its client services program, and its management team has experience in centrally managing multiple women's care clinics. Human Coalition has created a proven methodology for an effective women's clinic that is scalable and replicable to serve Texas' interests by further replicating their successful network across the state.

In Texas, 80% of abortions are performed on clients residing in the Dallas/Ft. Worth, Houston, San Antonio, and Austin metropolitan areas. Focusing operations in these cities will most quickly and efficiently reduce abortions and promote healthy childbirths.

Under the proposal, Human Coalition will expand its existing network by opening up an additional life-affirming, holistic clinic in one of these metropolitan areas within 6 months of the contract date. This clinic will utilize the scalable, replicable method Human Coalition has honed across its existing national clinic network.

Human Coalition also has substantial experience in marketing outreach—the process of identifying and reaching women in high-risk situations. Human Coalition fully supports its own network of life-affirming women's care clinics with these services, in addition to supporting over 33 pregnancy resource center locations across the country. Human Coalition has provided marketing outreach support to these keys markers and across Texas, including, Dallas, Ft. Worth, San Antonio, Houston and West Texas. Because Human Coalition has specialized in using marketing outreach to form relationships with at-risk women for almost a decade, it has a track record of success in increasing the number of clients seen at both Human Coalition women's care clinics and pregnancy resource centers.

Human Coalition has a proven history of successful expansions. As an example, Human Coalition acquired a pregnancy resource center in Downtown Atlanta in December 2016 and converted it to a women's care clinic, hiring a new clinic manager, training its staff, and moving its location. During 2017, that clinic served 485% more abortion-determined clients than it had in its last year as an independent clinic while improving effectiveness serving those clients by 308%.

Under the plan, Human Coalition will provide all program services at an additional location. Because of the program term, Human Coalition will accomplish this expansion either through taking over the operations⁴ of an existing life-affirming clinic⁵ or by providing program services

⁴ Human Coalition's previous expansions have been accomplished by a process by which an existing pregnancy resource center transfers its assets to Human Coalition, Human Coalition assumes the center's lease and hires the center's employees, and Human Coalition begins operating the clinic. Human Coalition will not use program funds to purchase physical office space.

⁵ Human Coalition has successfully acquired eight clinic locations, it is in the process of adding additional clinic locations, and several life-affirming centers in Texas have expressed an interest in becoming part of Human Coalition.

through a combination of a mobile care clinic and an associated leased office space. In the latter scenario, Human Coalition will deploy an additional mobile clinic in which to provide clients initial pregnancy information, pregnancy confirmation, material on benefits programs, and decision counseling. In conjunction with the mobile clinic, Human Coalition will also lease and staff office space to provide its Continuum of Care program (including case management), material assistance, classes, and all other program services not provided through the mobile clinic.

Human Coalition is expanding its network of life-affirming women's care clinics nationally, and it has a strong desire to do so in its home state of Texas. Because all of its clinics have seen remarkable increase in the number of children rescued, women served, and lives transformed, it seeks to help the state make a profound difference in birth rate and successful womencare.

Virtual Women's Care Clinic—The Commission has stated its goal is to maximize access to program services for women across the state. For remote counties with sparse population, it is difficult to serve at-risk women there effectively with physical locations and on-site services.

Human Coalition has extensive experience providing counsel and services through its existing contact center and support networks of continuum of care providers. Human Coalition will offer required program services to clients remotely through a virtual women's care clinic. Under this program, nursing staff will provide eligible clients comprehensive health- and pregnancy-related information and counseling regarding childbirth, parenting, abortion options, and adoption. Staff will also provide case management, referrals, and other Continuum of Care services via tele- or videoconference. Staff will use digital and traditional delivery systems to provide clients with educational literature and material items, and it will provide parenting and childbirth classes through tele- and videoconference.

The virtual women's care clinic will utilize the same direct-to-client marketing process as Human Coalition's physical locations, allowing Human Coalition to cast a broad net to reach potential clients in every county across the state. In addition, Human Coalition will also explore other outreach strategies tailored to the services offered through the clinic. Human Coalition has extensive experience operating both inbound and outbound contact centers, and its relevant managers have a combined 15 years of experience managing such centers in the for-profit sector. Using its existing client management system and a best-in-class telehealth video system, Human Coalition will provide counseling, medical information, referrals, mentoring, classes and case management services to clients across the state. Similar to its physical locations, Human Coalition will provide robust reporting on the effectiveness of this virtual program.

Because of its benefits to the population, a number of established companies and startups are providing mental health services and counseling remotely utilizing smartphones, computers, and network technologies. These companies have found that the provision of these services offers convenience, affordability, and remote access, enabling the providers to serve individuals who live far from services or who are prevented from accessing services because of a life situation or disability. And because clients do not risk being seen entering a physical location, remote counseling helps negate concerns of social stigma for accessing services.

The virtual women's care clinic will provide effective statewide coverage for the program, grant access to Texans in underserved communities, give Texas insight into the needs of its citizens, and achieve program goals in a cost-efficient manner.

a. 2.1.0: Specified A2A Client Services

Human Coalition understands that the challenges that drive a woman to contemplate an abortion do not go away simply because she has a positive counseling experience and emotionally decides to continue her pregnancy. From its years of working with vulnerable, abortion-determined clients, Human Coalition observed that the standard industry practices of proselytization, pressuring clients to choose life, relying on volunteers for counseling, and not investing in meaningful follow up is ineffective. The obstacles that are present before a client's pregnancy await her when she leaves the life-affirming clinic. Meaningful change requires a sustained, holistic effort by experienced staff. Every day at its women's care clinics across the country, Human Coalition provides opportunities for long-term support to clients who fear they have no choice but abortion.

As explained below, Human Coalition already has considerable experience providing the services supported by the state's program. Because it owns and operates its own national network of clinics whose success is dependent on client satisfaction, Human Coalition can ensure a high quality of services for this program. In particular, through its Continuum of Care program, Human Coalition has extensive experience providing the case management and referrals that have been added to the program this year.

Leveraging its experience serving at-risk women with complex needs, Human Coalition will provide program services to eligible Texas women and men. As required by Section 1.2 of the Request for Proposal, Human Coalition will provide program-reimbursed services only if the person served:

- (1) is pregnant; is the biological father of an unborn child; the biological parent of a child 36 months old or younger; is the adoptive parents; is a program participant who experienced the loss of a child; or is a parent or legal guardian of a pregnant child who is a program client;
- (2) is a United States citizen, a United States national, or an alien who qualifies under 1 Texas Administrative Code §366.513; and
- (3) resides in Texas.

Human Coalition will deny program-reimbursed services to those potential clients who do not meet the above requirements, though it may at its discretion provide services to those clients at its own expense.

b. 2.5.0: Program Operation Services

Human Coalition provides all the services listed in Section 2.5 through its women's care clinics, and under the program, it will continue to provide those services to eligible clients through its

existing women's care clinic, its expanded women's care clinics, and its virtual women's care clinic.

Human Coalition anticipates that under the program (as currently), all marketing will channel clients to Human Coalition's contact center, where staff experienced in communicating with women and men in crisis explain Human Coalition. Agents utilize an experience-tested discussion format, ensuring that prospective clients are provided with consistent, accurate information about the services provided at the clinics.

Human Coalition provides parenting information, counseling, consultations on abortion options, and educational materials through its initial crisis counseling. Human Coalition further provides mentoring, case management, and referrals through its Continuum of Care program. It also provides parenting classes and material goods through its clinics.

c. 2.5.1: Network of Service Providers

While Human Coalition has worked with dozens of independent life-affirming centers across the country, it will provide program services through clinics it operates in Dallas, other major metropolitan areas, and virtually. By providing services directly through clinics it owns and operates, Human Coalition can manage caregivers closely, observe patterns and trends in client needs, and gather reliable data to test and optimize the quality of its services. Texas clinics will benefit from what Human Coalition learns in other states, as will independent pregnancy centers that wish to learn from this program. And directly providing services ensures data integrity and completeness, as Human Coalition uses clinic data to assess the efficacy of its programs and does not need to rely on third-parties to provide reporting.

Human Coalition meets all the criteria of 2.5.1: it is a nonprofit, has more than a year of experience providing core program services, understand and can connect clients to Commission programs, has promoting childbirth as a fundamental part of its mission, has adequate space to ensure confidential counseling, and does not charge for its services. Initial client intake is performed through its contact center, where agents utilize a script to explain Human Coalition's services, take information from the clients, and set appointments. Human Coalition offers each client the opportunity to take an exit survey after their initial visit, giving clients the opportunity to review their experience, state whether they would recommend the clinic to their friends, and provide feedback on services. In exit surveys, 97% of Human Coalition clients state they are likely to refer a friend to it, and 98.8% report they feel genuinely cared for by clinic staff. Human Coalition also provides clients information on how to submit complaints about service.

Human Coalition's centralized operation also provides important efficiencies for its women's care clinics. Because its main office in Plano, TX handles all legal, accounting, finance, HR, marketing, payroll, government relations, systems and data management, and public relations, its women's care clinics can focus on caring for clients and developing community relationships. Not only is this operation efficient from a financial standpoint, it has also demonstrably resulted in an increase in babies rescued and clients served.

d. 2.5.2: Statewide Counties and Benchmarks

Human Coalition provides marketing outreach and serves women through its Grapevine and mobile clinics in Tarrant, Dallas, Denton, and Collin counties, and the bulk of its clients came from those counties. It has also historically served clients from Johnson, Parker, Grayson, Ochiltree, Potter, Lubbock, Wilbarger, Wichita, Fannin, Bowie, Hopkins, Wood, Rockwall, Kaufman, Ellis, Henderson, Anderson, McLennan, Erath, Hood, Wise, Runnels, Bexar, and Harris counties.

Under the program, Human Coalition will serve program participants from across the state. Human Coalition will serve an increased number of clients from Tarrant, Dallas, Denton, Collin, and surrounding counties through its existing physical and mobile clinic locations in Dallas-Ft. Worth. It will also locate an additional clinic in Dallas-Ft. Worth, Houston, San Antonio, or Austin. Through these clinics it will serve clients from surrounding counties. And through its virtual women's care clinic, Human Coalition will market to and serve clients in need from any county in the state.

Human Coalition will begin providing program services to program clients through its existing Dallas-area women's care clinic beginning in May 2018 or as otherwise agreed to with the Commission. Human Coalition plans to open the expansion clinic within six months after the contract date. For its virtual clinic, Human Coalition will begin designing, building, and staffing the clinic as soon as practicable after the execution of the agreement and will begin serving clients through the virtual clinic within four months of contract execution.

e. 2.5.3: Provide Orientation and Training

Human Coalition's staff, both new and existing, already receive regular, accountable training and orientation to new and existing staff. All staff involved in performance of this program will receive an orientation consisting of a detailed description of the program, its objectives, and all applicable contract guidelines, and they will receive detailed instructions on program record-keeping requirements, eligibility criteria, and procedures for verifying eligibility. Staff currently receive training on HIPAA requirements. Human Coalition's General Counsel will develop project guidelines and training on obligations and restrictions related to accepting public funds and the TANF program's Charitable Choice Provisions. Continuum of care staff will also receive training program offerings and eligibility criteria for the state and federal programs listed in Section 2.5.3.

f. 2.5.4: Program Monitoring

Human Coalition monitors program services through multiple management dashboards that contain dozens of key performance indicators on its marketing program, contact center, women's care clinics, and Continuum of Care program. The process for this program monitoring is set out in the response to Question 3 below.

g. 2.5.5: Program Database

Human Coalition has developed or adopted a suite of best-in-class software platforms to support its life-affirming women's care clinics and its relationship with over 30 pro-life pregnancy centers. Though it employs various systems, Human Coalition's technology integrations are centered on Salesforce, a worldwide customer relationship management system used by some of the largest for-profit companies in the world. This database allows Human Coalition to input, securely store, and analyze data from the components of Human Coalition's operations.

Additionally, Human Coalition employs a team of software developers and analysts who daily work on its systems. Working in conjunction with legal, accounting, and HR, Human Coalition's systems team tests and adds new features, maintains compliance, and provides technical support to our clinics.

h. 2.6.0: Development of a work plan for client services:

Human Coalition's plan to develop a network of wholly-owned and operated clinics, ensure sufficient coverage, provide initial and ongoing training and maintenance, and oversee providers, is set out above and below.

Human Coalition already employs across all departments accounting codes for its various locations, expenses, program purposes, and types of expenses. Human Coalition will ensure a separation of responsibilities and transparent financial management by utilizing this accounting system to segregate expenses related to program services from expenses related to other non-program functions.

i. 2.6.1: Mentoring and Case Management

Human Coalition has developed, implemented, and grown its Continuum of Care program to provide one-on-one client case management and mentoring. The Continuum of Care program establishes a critical bridge for clients to community services that can enable a client to be both an effective parent and a self-sustaining citizen. The Continuum of Care is popular with clients who choose to participate—one client named her child after her care coordinator.

This model of care has four advantages. First, clients' various challenges tend to exacerbate each other, and by coordinating care, clients can address multiple problems holistically. Second, the care program provides an expert advocate to navigate program requirements and assist clients in obtaining care they would not otherwise be capable of accessing. Third, it utilizes state, federal, and private programs already existing in a community. And fourth, it allows the caregiver to identify the best-in-class services in an area in order to make a personal connection between the client and the partner care providers.

Human Coalition has observed that the mentoring and case management required by the programs dramatically promotes childbirth. It has observed that clients entering its Continuum of Care program are 76% more likely to continue their pregnancy as compared to those clients who did not participate.

The Continuum of Care program provides all the services and referrals required under Section 2.6.1. Through this proposal, Human Coalition will extend these services to more eligible Texans.

j. 2.6.2: Non-Medical Goods and Services

Human Coalition provides or arranges a wide range of material assistance for its clients. Under the program, Human Coalition will provide clients or arrange for clients goods and services that meet short-term basic needs related to food, clothing, and transportation. And it will provide or arrange for the provision of other material assistance, including cribs, car seats, maternity and baby clothes, formula, baby food, and diapers (all of which meet adequate safety standards). Human Coalition will provide these goods in person at its physical locations and by mail to clients of its virtual clinic.

k. 2.6.3: Classes

Parenting Classes—Human Coalition’s parenting class is an “owner’s manual” for new parents that trains and prepares parents to care for their newborn and to provide a safe and healthy environment for their child to grow up in. At the end of the curriculum, parents will be equipped with the information, skills, and principles essential to building strong relationships with their children and to raise their children into caring, competent, responsible and resilient adults. Human Coalition developed the curriculum 20 years ago and updates it annually. The course covers the following essentials:

- Newborn care
- Infant and child nutrition
- Safe sleep for babies
- Childhood vaccinations
- Car seat training
- Baby proofing the home
- Child development
- Disciplining with love
- Nurturing
- Bathing baby
- Keeping baby healthy
- Developing baby’s personality
- A parent’s role in their child’s life
- Choosing a pediatrician

Parenting classes are a series of 4 one-hour sessions with a specially-trained instructor. Each class will be scheduled and tracked within the client’s individual file. The instructor will have a sign-up sheet for each class, classes will take place at Human Coalition clinic locations, and classes will be available on a monthly basis beginning the first week of the month.

Childbirth Classes—Human Coalition teaches childbirth classes to increase clients' confidence in the birthing experience. A registered nurse teaches the classes, which cover the following topics:

- Prenatal Nutrition
- Prenatal Exercise
- Child Development
- Breathing through the pain
- C-section preparation
- Medications available
- Natural Childbirth
- Post-partum Depression
- Post-birth appointments

The childbirth curriculum is a series of 4 one-hour classes. Each class will be scheduled and tracked within the client's individual file. The instructor will have a signup sheet for each class, classes will take place at Human Coalition clinic locations, and classes will be available on a monthly basis beginning the first week of the month.

Classes may include the following topics:

Fatherhood Classes—Human Coalition utilizes 24/7 Dad®, an evidence-based fatherhood program used by thousands of organizations across the nation to improve the knowledge, behavior, and skills of dads of all races, religions, and demographics. The program is built on the basis that fathers can be nurturers, and for men, nurturing is a learned skill. Throughout the program, men examine their own fatherhood history and learn the five characteristics of a 24/7 Dad® and other important behaviors, such as working with mom and proper child discipline, to help them be the best dads they can be.

Fatherhood curriculum consists of 12 one-hour classes led by a specially-trained instructor. Each class will be scheduled and tracked within the client's individual file. The instructor will have a signup sheet for each class, classes will take place at Human Coalition clinic locations, and classes will be available on a quarterly basis beginning in the first week of each quarter.

Budgeting Classes—*Financial Peace University* is a money-management class that teaches step-by-step how to create a budget, pay off debt, spend wisely, and save for the future. Budgeting classes will consist of nine one-hour classes with a specially-trained instructor. Each class will be scheduled and tracked within the client's individual file. The instructor will have a signup sheet for each class, classes will take place at Human Coalition clinic locations, and classes will be available on a quarterly basis beginning the first week of each quarter.

I. 2.6.4: Employment Assistance and Professional Development

Where appropriate, Human Coalition assists clients in building a resume, job searching, and job placement. Since inception, 65.4% of Continuum of Care clients have needed some assistance related to employment. Human Coalition coaches clients on interview skills and connects clients

to a non-profit that can provide interview clothing. It will provide these services under the program.

m. 2.6.5: Housing

While Human Coalition does not directly provide housing, it maintains relationships with multiple maternity homes and crisis housing shelters, and it works with clients to secure housing at these locations. Human Coalition will continue to provide these services under the program.

n. 2.6.9 Decision Support Services

Human Coalition provides decision counseling to clients by providing accurate information on pregnancy, fetal development, and general health. For clients considering abortion, caregivers will provide neutral, non-manipulative information on different abortion procedures, risks, and possible side effects. Particularly for first-time parents, caregivers will also provide information on parenting and address any fears or misperceptions clients may have. Caregivers also provide information on the adoption process and offer to connect clients to adoption agencies. This counseling is available for both pregnant women as well as the biological father of the preborn babies. Human Coalition has also observed that for many clients, their families and close friends play a key role in the client's decision-making process. Accordingly, such support persons may join clients for this counseling.

All initial counseling and case management services are provided by Human Coalition staff. Client service staff receive extensive initial orientation and training on how to counsel and serve clients, utilize Human Coalition's Decision Guide, and address client needs. Human Coalition provides mentoring for some clients through the Continuum of Care program. Before they work with clients, Human Coalition performs a background check on these volunteers and gives them extensive training about how to mentor clients, how to respond to typical client needs, and techniques of avoiding enabling clients and encouraging independence and self-sufficiency.

o. 2.7.1: Monthly Reports

Human Coalition already operates on a large array of monthly reports, primarily developed and provided through Salesforce with respect to client information and through Sage Intacct for financial information. These reports cover virtually every department and function, because Human Coalition operates on a benchmarking and goal system that requires accurate and timely reporting.

If reports are required for the state in addition to what Human Coalition already utilizes internally, our internal systems team will take the time and resources necessary to develop and provide those reports.

p. 2.7.2: Annual Reports

The same is true for annual reports as for monthly reports. Please see 2.7.1

3. Describe Applicant's plans to monitor its clinics or network of clinics. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

Human Coalition will directly control every aspect of the client experience. Under the program, Human Coalition will provide program services to clients at and through clinics it owns and operates and by staff it employs. Human Coalition tracks dozens of data points for each client visit and follows up extensively with clients throughout their pregnancy, giving Human Coalition real-time insight into client experiences and the quality and efficacy of its services. And because it directly employs the caregivers, it can use this data to train and coach staff and shape and guide its programs.

A client's first contact with Human Coalition is through its contact center. Human Coalition monitors the quality of care and effectiveness of the contact center in several ways. All inbound calls are recorded and reviewed by a team of call taggers, who analyze the call for several data points, perform quality control, and flag any concerns. The contact center manager, who previously managed contact centers for a major national telecommunications company, reviews calls for each agent on a regular basis. The manager and the lead agent meet weekly with each agent for coaching sessions in which the manager will review several calls and identify points of improvement.

Because the contact center records calls, Human Coalition is able to regularly review over a dozen key performance indicators regarding the contact center, including drop rate, hold times, handle times, the percentage of calls answered, the percentage of calls for which an appointment is set, and the percentage of calls for which an appointment is kept. Human Coalition also regularly monitors the expenses and cost effectiveness of the contact center, including calls per hour, cost per appointment kept, cost per life decision, and cost per call. All these stats are reported on a dashboard available to the contact center manager and other Human Coalition executives, and Human Coalition's Executive Vice President meets weekly with the contact center manager to discuss the center's performance.

Human Coalition also closely monitors the services provided at its clinics. Each clinic director regularly shadows client service staff in appointments, allowing the director to identify strengths and training needs. The clinic director also regularly reviews client files, ensuring staff are properly completing all aspects of client appointments and recording all necessary data. The clinic director also ensures caregivers complete post-visit follow up and verify clients' ultimate decisions. In 2017, Human Coalition staff verified the ultimate pregnancy decision of 97% clients (as compared to 74% respectively for the independent life-affirming centers for which Human Coalition provides marketing). Human Coalition's client database provides a suite of key performance indicators, such as clients' life decision rate, for each caregiver. In Human Coalition's experience, inattention to completing documentation and low success rates are good indicators of a low quality of caregiver performance. The clinic director meets monthly with each caregiver to review shadowing observations and key metrics.

The clinic manager meets weekly with Human Coalition's National Director of Client Services, who is ultimately responsible for clinic performance, to review clinic performance numbers and

address issues with any individual caregiver. If they identify a deficiency in any individual caregiver, the two will design a performance improvement plan to address any deficiency. Because of the importance of the work, Human Coalition will terminate the employment of a caregiver who is unable to provide a high quality of care.

The Executive Vice President meets weekly with the National Director of Client Services to review the performance of each clinic and address any specific issues with individual clients or individual caregivers. The Executive Vice President also meets monthly with clinic directors and all clinic staff to review specific issues, reinforce key initiatives, address broader strategic issues.

The clinic directors, National Director of Client Services, and Executive Vice President rely on a performance dashboard of key metrics for each clinic. The dashboard includes metrics on performance (such as life decision rate), data quality (such as outcome verification rate), and performance to budget. Managers also use the performance dashboard to monitor the cost effectiveness of clinic performance; key metrics include ratios of client staff hours to client hours, clinic open hours to number of clients, clinic open hours to client hours, clinic cost to life decision, clinic cost to appointment kept, and clinic cost to clients seen.

Clients are provided information on how they may lodge complaints about their service. If a client logs a complaint, the clinic director will notify the National Director of Client Services immediately and will then meet with the staffer. If the complaint identifies a deficiency or mistake, the clinic director and the organization's human relations director will place the caregiver on a performance improvement plan or take any other disciplinary action necessary, up to and including termination.

Human Coalition also provides clients with the opportunity to take an exit survey to provide them the opportunity to raise any comments or concerns and to provide anonymous, objective feedback on their clinic experience. During the last year, over 52% of respondents indicated they were still planning to obtain an abortion after their visit, yet over 98% of respondents agreed or strongly agreed that their caregiver cared about their needs, that they felt comfortable talking to their caregiver about personal issues, that their caregiver respected them, that they received all information they needed to make an informed decision about their pregnancy, and that they would recommend the clinic to a friend or family member.

Human Coalition will maintain its current monitoring system and implement it at any new clinics opened to provide program services.

4. Applicant's response must not exceed 23 pages.

FORM N: ALTERNATIVES TO ABORTION PROGRAM FUNDING REQUEST AND PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: Human Coalition

THIS FORM MUST BE COMPLETED FOR EACH CLINIC SITE WHERE A CLIENT WILL RECEIVE SERVICES

Alternatives to Abortion (A2A) Grantees may seek reimbursement for project costs using the following methods:

- Grantees will be reimbursed using the Direct Client Services reimbursement method by submitting monthly claims to HHSC for direct clinical care services provided to Clients; and
- Grantees will be reimbursed for Administrative costs services by submitting monthly vouchers for expenses detailed in the administrative costs budget attached to a Grantee's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Direct Client Services reimbursement method. However, the administrative costs amount requested may not exceed 10% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Direct Client Services Amount	\$7,343,850
Cost Reimbursement Amount	734,385
Total Amount	\$8,078,235

The number of Unduplicated Clients an Applicant intends to serve through the A2A program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this RFA. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. Use the following average cost per Client OR submit an explanation of the average used by the agency: **\$373.00**.

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	Proposed Number of Unduplicated Clients
May 1, 2018 – August 31, 2018 -- FY'18	5,917
September 1, 2018 – August 31, 2019 -- FY'19	15,231
Total Number	21,148

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of \$373.

Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent acknowledges that its Solicitation Response and subsequent documents submitted are subject to the Texas Public Information Act.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
9. Respondent acknowledges all addenda and amendments to the Solicitation.
10. Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code §20.38 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
 - Texas Vegetation Native to the Region
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy Efficient Products
 - Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 - Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas
 - Vendors that meet or exceed air quality standards
 - Recycled or Reused Computer Equipment of Other Manufacturers
 - Foods of Higher Nutritional Value
 - Commercial production company or advertising agency located in Texas
12. Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

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

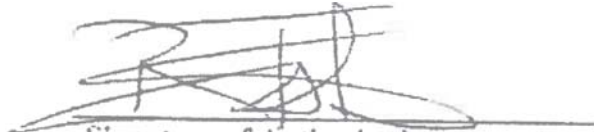
- 17. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 18. Respondent certifies that: (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
- 19. Respondent certifies that it, its principals, its subcontractors, and any personnel designated to perform services related to any contract resulting from this Solicitation are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
- 20. Respondent certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Respondent may review in making this certification.

21. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Respondent certifies that it (1) is not the executive head any HHS Agency; (2) was not at any time during the past four years the executive head of any HHS Agency; and (3) does not employ a current or former executive head of any HHS Agency.
22. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
23. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
24. Respondent represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
25. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of an HHS Agency to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment an HHS Agency.
26. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of an HHS Agency who during the period of state service or employment participated on behalf of an HHS Agency in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with an HHS Agency ceased.
27. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety
28. Respondent understands that HHSC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

- 29. Respondent represents and warrants that it has not violated state or federal antitrust laws and has not communicated its Solicitation response directly or indirectly to any competitor or any other person engaged in such line of business. Respondent hereby assigns to HHSC any claims for overcharges associated with any contract resulting from this Solicitation under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
- 30. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to the HHSC's consideration of entering into a contract. In addition, Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
- 31. Pursuant to Texas Government Code §2270.002, Respondent affirms that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of any Contract awarded.
- 32. Respondent affirms that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization.
- 33. 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.
- 34. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to any contract resulting from this Solicitation.
- 35. Respondent represents and warrants that the individual signing this Solicitation response is authorized to sign on behalf of Respondent and to bind Respondent.

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

Legal Name of Respondent: Brian Fisher



Signature of Authorized Representative

4/24/18

Date Signed

Brian Fisher, President

Printed Name and Title of Authorized Representative

214 385 0180

Phone Number

26-41099950

Federal Employer Identification Number

N/A

Fax Number

966403094

DUNS Number

bfisher@humancoalition.org

Email Address

1800 N Dallas Parkway Ste 550

Physical Street Address

Plano, TX 75024

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Instructions for Completing Proposed Budget

Contract Budget Summary

<p>This contract uses a cost reimbursement payment methodology. HHSC is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actual incurred costs. These costs must be in compliance with the appropriate regulations. Solely State funded contracts follow the Uniform Grant Management Standards (UGMS).</p>
<p>The budget summary reflects expenses for direct client services and expenses for direct client administration expenses.</p>
<p>The form is designed to maintain the original Approved Budget and monthly invoices for the HHSC contract. All of the expenditure information in this Summary will be carried forward (pre-populated) from the contractor's Proposed Budget. The only information the contractor needs to provide on this tab is to list the name and title of the individual who is authorized to certify this contract's budget. Please include the date that this budget was certified.</p>
<p>Reimbursable expenses will be charged to HHSC in the month that the cost hits the contractor general ledger. For example, mileage was reimbursed in October (and hits the contractor's October general ledger) for September travel- then the expense would be considered an October expense. More information is available on the tab, "Instructions- Billing Invoice".</p>
<p>The Proposed Budget is composed of the following seven budget categories:</p> <ol style="list-style-type: none"> 1. Personnel- Salaries 2. Personnel- Fringe Benefits (per Employee or by Type of Benefit) 3. Travel 4. Supplies and Controlled Assets 5. Capital Equipment (expense exceeding \$5,000) 6. Other 7. Contractual (subcontractors)
<p><i>These instructions will explain how to submit the contractor Budget Proposal.</i></p>

Proposed Budget

<p>Many of the cells have formulas which are protected and must not be altered.</p>
<p>In column D, enter the methodology for the contractor's allowable budget line items. The contractor's methodology should provide a level of detail that will allow the HHSC staff to approve the amount of funds being requested on a line by line basis. In many instances, it will be more efficient to provide the details and eliminate assumptions.</p>
<p>Enter the name of the contractor in D3. The contract is funded with blended funding, State General Revenue and TANF funds. HHSC will provide the amount of each type of funding with the contract. Please identify the individual in the contractor organization that is preparing and approving this budget.</p>
<p>Once finalized, this tab will be renamed the "Approved" Budget. At that point, the Summary will be added to this year's contract as an Exhibit.</p>
<p>The following sections will explain how to provide budget information for the individual Budget Categories:</p>

PERSONNEL SALARIES

<p>In column B, list the titles for <i>each</i> individual staff person directly working on this contract.</p>
<p>In column H, list the Annual Salary for each individual.</p>
<p>In column I, list whether the individual is full-time (1.0) or part-time (0.5 or 0.75 or ...).</p>
<p>In column J, list the amount of percentage of time this individual will be allocated to HHSC Contract. For example, list the individual at 100% or 50% or ...</p>
<p>In column K, list the number of months each individual will work on this contract during this contract year.</p>
<p>In column C, this total will represent the Reimbursable funds needed to work on this contract during the contract period.</p>

Entries in Column B (cells B-12 to B61) are copied to Fringe by employee column B (cells B64 to 123) and Billing Invoice column B (cells B13 to B60)

Total in column C, cell C62 is carried forward to Budget summary document.

FRINGE by EMPLOYEE

complete either the Fringe by Employee section or the Fringe by Type of Benefit section - do not complete both

The positions listed in the Salaries section will auto populate in Column B (cells B65 to B123). The FTE Allocations from the Salaries section will also auto populate.

Enter the fringe benefit percentage (cells L65 to L123) that will each individual working on this contract will be budgeted to receive. Different individuals can have different budgeted percentages.

The total fringe per employee will be calculated in column H.

The total fringe per employee that is Reimbursable will be calculated in column C. This calculation is based on the Total Fringe per Employee (column H) and the percent of time allocated to the contract (column J).

Entries in Column B are copied to Billing Invoice (cells B64 to B123). Total in column C, cell C125 is carried forward to the Budget Summary Document

FRINGE by TYPE of BENEFIT

*complete either the Fringe by Employee section or the Fringe by Type of Benefit section - but do not
If all staff are not included in the calculations, specify to whom the benefits applies to or does not apply to
The following definitions and formulas may be helpful:*

Social Security is the Federal Insurance Contributions Act (FICA) and is the total of the FICA rate x the participating staffs' salaries.

Texas Unemployment Compensation Act (TUCA) is the total of the rate assigned by TWC x the participating staffs' salaries.

Retirement is the rate (dependent on the type of plan) x the participating staffs' salaries.

Health Insurance costs are also dependent on the (various) plans' benefits x the participating staffs' salaries.

Worker's Compensation is purchased through private insurance firms that determine the appropriate employment classification and rates.

In column H, enter the budget needed for each individual type of benefit.

In column I, enter the percentage of time allocated staff are allocated to directly work on the HHSC contract during the contract period.

Entries in column B are copied to Billing Invoice (cells 129 to 141)

Total in column C, cell 142 are carried forward to the Budget Summary document.

TRAVEL

The following definitions and formulas may be helpful:

Meals, Lodging, Mileage Reimbursements and Transportation costs can be budgeted on a flat per diem basis or a cost-incurred basis (follow the contract terms and conditions). The contractor may use either method- but must use the same methodology consistently to compute all costs. The contractor should specify the methodology in column D).

If the contractor chooses the per diem methodology, the contractor's expenses may not exceed the per diem and mileage rate established in the HHSC contract. The contractor's subcontractors are also subject to these rates and limitations.

If the contractor chooses the cost-incurred methodology, receipts documenting the expense must be maintained to substantiate the reimbursement.

Items normally included in the methodology column would be positions authorized to travel, number of miles/units and mileage rate, and the travel purpose (client visit, training class, conference...)

In column C, enter the amounts that will be needed for Reimbursable mileage, airfare, meals, lodging and miscellaneous.

Please ensure that the methodology (column D and column F) will provide an adequate explanation for the expenses being budgeted.

Entries in colum B are copied to Billing Invoice(cells B146 to 149)

Total in column C150 is carried forward to Budget Summary Document

SUPPLIES and CONTROLLED ASSETS

In column B, there are 3 supply types listed and 10 rows where the contractor keep create budgets for various supply needs.

<p><i>Controlled Assets are items of real or personal property with an estimated life of greater than one year, but an acquisition cost of less than \$5000. These items are considered high risk and have a high potential for loss; therefore, controlled assets must be maintained a contractor's inventory system and tagged accordingly based on specific acquisition costs. Contractors should review the Comptroller's State Property Accounting User Manual for the most current information regarding controlled assets.</i></p>
<p><i>Please ensure that the methodology (column D and column F) will provide an adequate explanation for the expenses being budgeted. For example, Office Supplies methodology could state "\$75 (based on last year's expenditures) x 10 FTEs = \$75. For example, Controlled Asset- Camera methodology could state (2) Cannon Digital Rebel Xti cameras x \$800 = \$1600. For example, Controlled Asset- Computers- could include the purchase of laptops, tablets, iPads, desktops...</i></p>
<p>In column C, enter the amounts that will be needed for Reimbursable supplies</p>
<p>Entries in column B (cells B153 to 162) will be carried forward to the monthly invoice cells B168 to 170</p>
<p>Total supplies in C163 is copied to the Summary Budget tab.</p>

CAPITAL EQUIPMENT

<p><i>In column B, list any equipment that meets or exceeds the capitalization threshold (\$5,000). The tangible personal property must have a useful life of more than one year.</i></p>
<p><i>Non-capitalized equipment will be budgeted in the "Supplies and Controlled Assets" budget category. Leased equipment that is not capitalized will be budgeted in the "Other" budget category.</i></p>
<p>In column C, enter the amounts that will be needed for Capital Equipment (leases)</p>
<p>Entries in column B (cells B166 to 167) will be carried forward to the monthly invoice cells B155 to B 164</p>
<p>Total capital equipment in C169 is copied to the Summary Budget tab.</p>

OTHER

<p><i>Do not list any Indirect Costs here.</i></p>
<p><i>Items listed in the "Other" budget category include items that do not fit under any other cost categories. These items could include federal background checks, cell phone expenses, internet charges, space rental, leased items, professional dues, conference registration fee, accounting software annual maintenance fees, software for new computers...</i></p>
<p>In column B, there are 15 lines available to list a budget for an allowable expenses that does not fit in any of the previous budget categories.</p>
<p>In column C, enter the amounts that will be needed for Reimbursable Other expenses.</p>
<p><i>Please ensure that the methodology (column D and column F) will provide an adequate explanation for the expenses being budgeted.</i></p>
<p>Entries in column B (cells B172 to 204) will be carried forward to the monthly invoice cells B174 to B207</p>
<p>Total Other in C205 is copied to the Summary Budget tab.</p>

Subcontractors Direct Client Services

<p>In column B cells 211 to 351 enter the name, adress, phone # primary point of contract, email and phone #</p>
<p>In column C cells 211 to 351 enter the amount of the contract</p>
<p>In column D cells 211 to 351 enter the alpha character to the type of service provided. The list of alpha characters and services can be found Row 210 cells H-N.</p>
<p>In columns H through N place an X in the cell reflecting the type of service the contractor will provide</p>
<p>Entries in column B (cells 211 to 351) will be carried forward to monthly invoice cells column B (cells 213 to 353)</p>
<p>Total in cell B352 is copied to the Summary Budget tab</p>

ATTACHMENT D- Contractor's RFA Application



Human Coalition Application
Alternatives to Abortion Program
RFA No. HHS0000502



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Section 1:

Administrative Information

Forms A through E

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 Organization Information

Legal Name	Human Coalition
Legal Doing Business As (DBA) Name:	Grapevine Women's Clinic
Mailing Address Include street address, city, county and ZIP	PO Box 5052 Frisco, TX 75035
Physical Address <i>If different from Mailing Address</i> Include street address, city, county and ZIP	7800 N Dallas Pkwy, Suite 550 Plano, TX 75024
Payee Name and Address <i>If different from Mailing & Physical Address</i> Include street address, city, county and ZIP	Human Coalition PO Box 5052 Frisco, TX 75035
Website For public use to access information about services	Organization: humancoalition.org Clinics: thewomens.clinic
Phone Number Include number clients contact to access services	Organization: 214-295-7301 Grapevine Clinic: 817-200-4396
Federal Tax ID Number	26-4099950

DUNS Number	966403094
Type of Entity	Y Nonprofit Organization

Project Information

Name of Project Contact This person will oversee the day-to-day duties of grant project	Doris Pierce
Title of Project Contact	Operations Manager
Phone	412-983-0567
Email	dpierce@humancoalition.org
Name of Fiscal Contact This person will oversee grant expenditures and finances	Kyle Scott
Title of Fiscal Contact	VP of Finance
Phone	972-826-4290

Email	kscott@humancoalition.org
Name of Proposed Project	Human Coalition application
Total Project Cost From Form L and M	\$14,526,075
Funds Requested	\$14,526,075

Proposed Project Service Area by Region List Region served from Section 2.5.1	Statewide
---	-----------

FORM B: ENTITY INFORMATION AND 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 and/or evaluating proposals.***

Identifying Information

1. The Applicant must attach the following information:

Nonprofit Entity complete Form B and C.

Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members

of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

2. Is Applicant a nonprofit organization?

YES NO

If YES, Applicant must include evidence of its nonprofit status with the proposal. 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 and 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.**

FORM B: ENTITY INFORMATION AND 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 contract termination or disqualification of the proposal. 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 contract.

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 X 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 X 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 contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?

YES X 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 X NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY *continued*

7. Are any proposed personnel related to any current or former employees of HHSC?

YES X 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 proposal due date?

YES X 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?
The Internal Revenue Service classifies Human Coalition as a "public charity" under Internal Revenue Code s. 170(b)(1)(A)(vi). It is a non-governmental nonprofit organization governed by a board of directors, which includes its president.

X 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 X 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 X 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.

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY *continued*

12. Does this proposal 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.

N/A

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 mental health care services and treatment to veterans and their families. Applicant may elect to disclose this information as part of the application.

N/A

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO FORM B SHOULD BE INSERTED HERE.



OGDEN UT 84201-0029

In reply refer to: 4077567774
Jan. 21, 2016 LTR 4168C 0
26-4099950 000000 00

00029521

BODC: TE

HUMAN COALITION
7800 N DALLAS PKWY SUITE 550
PLANO TX 75024-4076



002461

Employer ID Number: 26-4099950
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Dec. 30, 2015, regarding your tax-exempt status.

We issued you a determination letter in December 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



4077567774
Jan. 21, 2016 LTR 4168C 0
26-4099950 000000 00
00029522

HUMAN COALITION
7800 N DALLAS PKWY SUITE 550
PLANO TX 75024-4076

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

FORM C: NONPROFIT ENTITY

Board of Directors and Principal Officers

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.).

<p>Name: <u>Brian</u></p> <p>Title: _____</p> <p>Phone: <u>9728264288</u></p> <p>Fax: _____</p> <p>Email: <u>bfisher@humancoalition.org</u></p>	<p>Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u></p> <hr/> <p><u>Suite 550</u></p> <hr/> <p><u>Plano, TX 75024</u></p>
<p>Name: <u>Tim Kachuriak</u></p> <p>Title: <u>Vice Chairman</u></p> <p>Phone: <u>2142500547 Ext.</u></p> <p>Fax: _____</p> <p>Email: <u>tim@nextafter.com</u></p>	<p>Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u></p> <hr/> <p><u>Suite 550</u></p> <hr/> <p><u>Plano, TX 75024</u></p>
<p>Name: <u>Mike Tobias</u></p> <p>Title: <u>Board Member</u></p> <p>Phone: <u>2147293287 Ext.</u></p> <p>Fax: _____</p> <p>Email: <u>[REDACTED]</u></p>	<p>Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u></p> <hr/> <p><u>Suite 550</u></p> <hr/> <p><u>Plano, TX 75024</u></p>

Name: <u>Jonathan Pitts</u>	Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u>
Title: <u>Board Member</u>	
Phone: <u>8008003222 Ext. 226</u>	<u>Suite 550</u>
Fax: _____	<u>Plano, TX 75024</u>
Email: <u>jpitts@tonyevans.org</u>	
<hr/>	
Name: <u>Shannon Cagnina</u>	Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u>
Title: <u>Board Member</u>	
Phone: <u>2147737236 Ext.</u>	<u>Suite 550</u>
Fax: _____	<u>Plano, TX 75024</u>
Email: <u>[REDACTED]</u>	
<hr/>	
Name: <u>Kyle Scott</u>	Mailing Address (incl. street, city, county) state, & zip): <u>7800 N Dallas Parkway</u>
Title: <u>Treasurer</u>	
Phone: <u>2142957301 Ext.</u>	<u>Suite 550</u>
Fax: _____	<u>Plano, TX 75024</u>
Email: <u>kscott@humancoalition.org</u>	

--	--

Name: _____ Barry _____	Mailing Address (incl. street, city, county) state, & zip): 7800 N Dallas Parkway _____
Title: _____	_____
Phone: 2142957301 Ext. _____	Suite 550 _____
Fax: _____ ■ _____	Plano, TX 75024 _____
Email: _____	_____

bmoerschell@humancoalition.org

Title of each Board Member:

- | | |
|-----------------|---|
| Brian Fisher | Co-Founder and President
Human Coalition |
| Tim Kachuriak | Chief Innovation and Optimization Officer
Next After |
| Mike Tobias | Founder
Lure Studios |
| Jonathan Pitts | Executive Director
Urban Alternatives |
| Shannon Cagnina | CEO
Phillips Enterprises |

FORM D: CONTACT PERSON INFORMATION

Legal Business Name of Applicant:

Human Coalition

1. This form provides information about the appropriate contacts in the Applicant’s organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact		Executive Director	
Last Name:	Senter	Last Name:	Fisher
First Name:	Jenna	First Name:	Brian
Salutation:	Ms.	Salutation:	Mr.
Title:	Staff Accountant	Title:	President
Email:	jsenter@humancoalition.org	Email:	bfisher@humancoalition.org
Phone:	972-826-4287	Phone:	972-826-4288

Finance Director		Medical Director	
Last Name:	Scott	Last Name:	Livingston
First Name:	Kyle	First Name:	Jeff
Salutation:	Mr.	Salutation:	Dr.

Title: VP of Finance	Title: M.D.
Email: kscott@humancoalition.org	Email: jlivingston@macarthurmc.com
Phone: 972-826-4290	Phone: 866-630-6348

FORM D: CONTACT PERSON INFORMATION - CONTINUED

Primary Program Contact	Quality Assurance Contact
Last Name: LeCroy	Last Name: Pierce
First Name: Colin	First Name: Doris
Salutation: Mr.	Salutation: Ms.
Title: Associate General Counsel	Title: Operations Manager
Email: clecroy@humancoalition.org	Email: dpierce@humancoalition.org
Phone: 972-826-4486	Phone: 412-983-0567

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

ORGANIZATION FINANCIAL INFORMATION (for nonprofit organizations only)

1. According to your organization's most recent audit or balance sheet, are the total current assets greater than the liabilities?

YES

NO

2. Is the total amount requested for this grant funding opportunity greater than 25% of your organization's current total annual budget?

YES

NO

ACCOUNTING

3. Briefly describe your organization's accounting system and accounting processes, including:
- A. Is the accounting system computerized, manual, or a combination of both? If your accounting system is computerized, indicate the name of the financial software.

Human Coalition uses Sage Intacct cloud computing accounting software.

- B. How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger?

Human Coalition uses a combination of interfaces, uploads, and journal entries to post to the general ledger.

- C. Your expenditure reports will be due by the 20th of each month. (If the 20th falls on a Saturday, Sunday, or State of Texas holiday, expenditure reports are due the next business day.) To ensure that you submit expenditure reports timely, please respond to the following:

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE-continued

- 1) By what date must Partner Organizations submit reimbursement requests to your agency (e.g., Partner Organizations must submit their reimbursement request, General Ledger report, and supporting documentation to us no later than the 10th of each month)?

N/A

- 2) By what date do you close the General Ledger (e.g., GL is closed no later than the 10th of each month)?

The GL is closed on or before the 12th business day of the month.

D. How are transactions organized, maintained, and summarized in financial reports?

Transactions are coded to GL codes and are also populated with dimension codes including location, department within location, project/contract, vendor, employee responsible, program function, item #, and customer.

Answer each of the following questions with either a “YES”, “NO”, or “NOT APPLICABLE” by checking the respective box.

- 4. This grant program has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the State of Texas Uniform Grant Management Standards (UGMS) as the fiscal and administrative guidelines for this grant program. Is the staff who will be responsible for the financial management of your award familiar with these documents?

YES NO

- 5. Does your organization have written accounting policies? Do your policies include policies on the procurement of goods/services?

YES NO

- 6. Does your accounting system identify and segregate:

- Allowable and unallowable costs;

- Direct and indirect expenses; • Grant costs and non-grant costs;
- The allocation of indirect costs?

YES NO

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

7. If your organization has more than one State of Texas contract, does your accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each State of Texas contract?

YES NO NOT APPLICABLE

8. Are individual cost elements in your organization's chart of accounts reconciled to the cost categories in the approved budget?

YES NO

9. Are your accounting records supported by source documentation (invoices, receipts, approvals, receiving reports, canceled checks, etc.) and on file for easy retrieval?

YES NO

Answer each of the following questions with either a "YES", "NO", or "NOT APPLICABLE" by checking the respective box

GENERAL ADMINISTRATION AND INTERNAL CONTROLS

1. Does your organization have written personnel policies?

YES NO

2. Does your organization have written job descriptions with set salary levels for each employee?

YES NO

3. UGMS requires that any staff paid from State grant funds, such as A2A grant funds, to keep a record of time and attendance.

For staff funded 100% by the A2A grant, each staff person only needs to certify their time monthly. Both the employee and the employee's supervisor must sign the monthly certification of time worked.

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

For staff who split their time between the A2A grant and other funding sources, staff will need to keep a time record that complies with the UGMS II(B)(11)(h)(5,7) which states that personnel activity reports or equivalent documentation must meet the following standards:

- a) They must reflect an after-the-fact distribution of the actual activity of each employee.
- b) They must account for the total activity, for which each employee is compensated.
- c) They must be prepared at least monthly and must coincide with one or more pay periods; and
- d) They must be signed by the employee and the supervisory official having firsthand knowledge of the work performed by the employee.

4. Does your organization maintain personnel activity reports that meet the above criteria?

YES

NO

5. Are payroll transaction posted after the receipt of approved time/attendance records and are payroll checks based on those time/attendance records?

YES

NO

Answer each of the following questions with either a "YES", "NO", or "NOT APPLICABLE" by checking the respective box

6. Is the employees' time/attendance record the basis of the calculation of wage costs recorded in the general ledger for each cost objective?

YES

NO

7. Are procedures in place to determine the allowability, allocability, and reasonableness of costs?

YES

NO

8. Has the grantee met the UGG procurement policies and procedures requirements?

YES NO

FORM E: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE

9. Does the grantee allocate direct or indirect costs and use a cost allocation methodology?

YES NO

10. Does the grantee have an approved Indirect cost Rate from a cognizant agency?

YES NO

The Organizational Financial Information and Internal Controls Questionnaire must be signed by an authorized person who has completed the form or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Signature: Kyle Scott

Date: 1/31/2018

Printed Name: Kyle Scott

Title: VP of Finance





Section 2:

Project Proposal Forms

Forms F through K

FORM F: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the programs under this RFA by placing a check-mark or an X in the respective county(ies) box(es).

Counties - <input checked="" type="checkbox"/>	R	Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>	R Counties <input checked="" type="checkbox"/>
A-		Crosby <input checked="" type="checkbox"/>	01 Hays <input checked="" type="checkbox"/>	07 Martin <input checked="" type="checkbox"/>	09 Schleicher <input checked="" type="checkbox"/>	09		
Anderson <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 04	Culberson <input checked="" type="checkbox"/>	10 Hemphill <input checked="" type="checkbox"/>	01 Mason <input checked="" type="checkbox"/>	09 Scurry <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Andrews <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	-D- <input checked="" type="checkbox"/>	Henderson <input checked="" type="checkbox"/>	01 ⁰⁴ Matagorda <input checked="" type="checkbox"/>	06 Shackelford <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Angelina <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 09	Dallam <input checked="" type="checkbox"/>	Hidalgo <input checked="" type="checkbox"/>	11 Maverick <input checked="" type="checkbox"/>	08 Shelby <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 01		
Aransas <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Dallas <input checked="" type="checkbox"/>	03 Hill <input checked="" type="checkbox"/>	07 McCulloch <input checked="" type="checkbox"/>	09 Sherman <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 04		
Archer		Dawson <input checked="" type="checkbox"/>	09 Hockley <input checked="" type="checkbox"/>	01 McLennan <input checked="" type="checkbox"/>	07 Smith <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 03		
Armstrong	5	Deaf Smith <input checked="" type="checkbox"/>	01 Hood <input checked="" type="checkbox"/>	03 McMullen <input checked="" type="checkbox"/>	11 Somervell <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 11		
Atascosa	1102	<input checked="" type="checkbox"/>	04 Hopkins <input checked="" type="checkbox"/>	04 Medina <input checked="" type="checkbox"/>	08 Starr <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 09		
Austin		Delta <input checked="" type="checkbox"/>	03 Houston <input checked="" type="checkbox"/>	05 Menard <input checked="" type="checkbox"/>				
-B- <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 01	Denton <input checked="" type="checkbox"/>	08 Howard <input checked="" type="checkbox"/>	09				
Bailey <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	DeWitt <input checked="" type="checkbox"/>	01 Hudspeth <input checked="" type="checkbox"/>	10 Midland <input checked="" type="checkbox"/>				
Bandera <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 08	Dickens <input checked="" type="checkbox"/>	08 Hunt <input checked="" type="checkbox"/>	03 Milam <input checked="" type="checkbox"/>	09 Stephens <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 03		
Bastrop <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Dimmit <input checked="" type="checkbox"/>	01 Hutchinson <input checked="" type="checkbox"/>	03 Mills Mitchell <input checked="" type="checkbox"/>	07	<input checked="" type="checkbox"/> 02		
Baylor <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 06	Donley <input checked="" type="checkbox"/>	11 -I-	Montague <input checked="" type="checkbox"/>	07 Stonewall <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Bee <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Duval <input checked="" type="checkbox"/>	02 Irion -	09 Montgomery <input checked="" type="checkbox"/>	02 Swisher <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Bell <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	-E-	09 Jack	Moore <input checked="" type="checkbox"/>				
Bexar		Eastland <input checked="" type="checkbox"/>	08 Jackson <input checked="" type="checkbox"/>	02 Morris <input checked="" type="checkbox"/>				
Blanco <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Ector <input checked="" type="checkbox"/>	03 Jasper <input checked="" type="checkbox"/>	08 Motley <input checked="" type="checkbox"/>				
Borden	<input checked="" type="checkbox"/>	Edwards <input checked="" type="checkbox"/>	10 Jeff Davis <input checked="" type="checkbox"/>	05 -N-				
Bosque <input checked="" type="checkbox"/>	01	Ellis <input checked="" type="checkbox"/>	03 Jefferson <input checked="" type="checkbox"/>	10 Nacogdoches <input checked="" type="checkbox"/>	01 Tarrant <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 05		
Bowie		El Paso <input checked="" type="checkbox"/>	07 Jim Hogg <input checked="" type="checkbox"/>	05 Navarro <input checked="" type="checkbox"/>	04 Taylor <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 01		
Brazoria	0807	Erath <input checked="" type="checkbox"/>	07 Jim Wells <input checked="" type="checkbox"/>	11 Newton <input checked="" type="checkbox"/>	Terrell <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Brazos		-F-	03 Johnson <input checked="" type="checkbox"/>	11 Nolan <input checked="" type="checkbox"/>	Terry <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 04		
Brewster <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02	Falls <input checked="" type="checkbox"/>	07 Jones <input checked="" type="checkbox"/>	11 Nolan ⁰³ <input checked="" type="checkbox"/>				
Briscoe <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Fanning <input checked="" type="checkbox"/>	02 -K-	Nueces <input checked="" type="checkbox"/>	05 Throckmorton <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 09		
Brooks	<input checked="" type="checkbox"/> 11	Fayette <input checked="" type="checkbox"/>	01 Karnes <input checked="" type="checkbox"/>	08 Ochiltree <input checked="" type="checkbox"/>				
Brown <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Fisher <input checked="" type="checkbox"/>	02 Kaufman <input checked="" type="checkbox"/>	08 Oldham <input checked="" type="checkbox"/>	03 Titus <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 08		
Burleson	<input checked="" type="checkbox"/> 07	Floyd <input checked="" type="checkbox"/>	06 Kendall <input checked="" type="checkbox"/>	03 Orange <input checked="" type="checkbox"/>	02 Tom Green <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 04		
Burnet <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Foard <input checked="" type="checkbox"/>	04 Kenedy <input checked="" type="checkbox"/>	08 -P-	11 Trinity <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 08		
-C-	<input checked="" type="checkbox"/> 08	Fort Bend <input checked="" type="checkbox"/>	07 Kent <input checked="" type="checkbox"/>	11 Palo Pinto <input checked="" type="checkbox"/>	Tyler <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Caldwell <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Franklin <input checked="" type="checkbox"/>	08 Kerr <input checked="" type="checkbox"/>	02 Panola <input checked="" type="checkbox"/>	01 -U-	<input checked="" type="checkbox"/> 06		
Calhoun	<input checked="" type="checkbox"/> 07	Freestone <input checked="" type="checkbox"/>	09 King <input checked="" type="checkbox"/>	08 Parker ⁰⁹ <input checked="" type="checkbox"/>	01 Upshur <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 06		
Callahan <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Frio <input checked="" type="checkbox"/>	06 Kinney <input checked="" type="checkbox"/>	Parmer <input checked="" type="checkbox"/>	Upton <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 09		
Cameron <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 09	Goliad <input checked="" type="checkbox"/>	01 Kleberg <input checked="" type="checkbox"/>	01				
Camp <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Gonzales <input checked="" type="checkbox"/>	08 Knox <input checked="" type="checkbox"/>	08 Pecos <input checked="" type="checkbox"/>	Uvalde <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 11		
Carson	<input checked="" type="checkbox"/> 07	Gray <input checked="" type="checkbox"/>	09 -L-	11 Polk <input checked="" type="checkbox"/>				
Cass	04	Grayson <input checked="" type="checkbox"/>	08 Lamar <input checked="" type="checkbox"/>	02 Potter Presidio <input checked="" type="checkbox"/>	03 Val Verde ⁰⁴ <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 01		
Castro	06	Gregg <input checked="" type="checkbox"/>	08 Lamb <input checked="" type="checkbox"/>	-R-	Van Zandt <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 03		
Chambers	07	Grimes <input checked="" type="checkbox"/>	01 Lampasas <input checked="" type="checkbox"/>	04 Rains <input checked="" type="checkbox"/>	01 Victoria <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Cherokee	10		03 La Salle <input checked="" type="checkbox"/>	01 Randall <input checked="" type="checkbox"/>	09 -W- ⁰⁵ <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 11		
Cherokee	01		04 Lavaca <input checked="" type="checkbox"/>	07 Reagan <input checked="" type="checkbox"/>	Walker <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 07		
Childress	11		07 Lee <input checked="" type="checkbox"/>	08 Real <input checked="" type="checkbox"/>	Waller <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 08		
Clay	02		08 Leon <input checked="" type="checkbox"/>	08 Red <input checked="" type="checkbox"/>	10 Ward <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 03		
Clay	07		01 Liberty <input checked="" type="checkbox"/>	River ⁰⁷ <input checked="" type="checkbox"/>	Washington <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 04		
Cochran	07		01 Limestone ⁰¹ <input checked="" type="checkbox"/>	07 Refugio <input checked="" type="checkbox"/>	Webb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Coke			Lipscomb <input checked="" type="checkbox"/>	07 Roberts <input checked="" type="checkbox"/>				
Coleman	07		07 Live Oak <input checked="" type="checkbox"/>	01 Robertson ¹¹ <input checked="" type="checkbox"/>	04 Wharton <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 02		
Collin	08		01 Llano <input checked="" type="checkbox"/>	Rockwall <input checked="" type="checkbox"/>	01 Wheeler <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	02		02 Loving <input checked="" type="checkbox"/>	Runnels <input checked="" type="checkbox"/>	09 Wichita <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	11		05 Lubbock <input checked="" type="checkbox"/>	07	08 Wilbarger <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	04		06 Lynn <input checked="" type="checkbox"/>	09 Rusk <input checked="" type="checkbox"/>	04 Willacy <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	01			01 -S-				
	06							
	08							
	02							



	03	Guadalupe <input checked="" type="checkbox"/>	01 Sabine	09 Williamson <input checked="" type="checkbox"/>	
	07			11 Wilson 01	
Collingsworth	02	-H- <input checked="" type="checkbox"/>		07 Winkler	
Colorado		Hale <input checked="" type="checkbox"/>		03 Wise	
Comal				02 Wood 04 -	
Comanche		09 Hall <input checked="" type="checkbox"/>		Y-	
Concho		Hamilton <input checked="" type="checkbox"/>		Yoakum	
Cooke	09 09	Hansford <input checked="" type="checkbox"/>		Young	
Coryell		Hardeman <input checked="" type="checkbox"/>		05 -Z- <input checked="" type="checkbox"/>	11
Cottle		Hardin <input checked="" type="checkbox"/>		05 Zapata	08
Crane		Harris <input checked="" type="checkbox"/>			
Crockett			San Augustine <input checked="" type="checkbox"/>		
		Harrison <input checked="" type="checkbox"/> 04 -M-	<input checked="" type="checkbox"/> San Jacinto <input checked="" type="checkbox"/> 05	Zavala	
		Hartley 01 Madison	07 San Patricio	11	
		02 Marion	04 San Saba	07	
		Haskell			



FORM G: APPLICANT BACKGROUND

Legal Business Name of Applicant:

Human Coalition

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G-1 – Applicant Background Guidelines.
3. Applicant's response must not exceed 18 pages.

FORM G-1: APPLICANT BACKGROUND GUIDELINES

Legal Business Name of Applicant:

Human Coalition

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.

Human Coalition exists to promote healthy pregnancies and rescue children from abortion by providing life-affirming counseling, medical services, unbiased information, mentoring, and material support to women who are actively seeking or contemplating an abortion. Human Coalition helps clients tackle complex and long-term needs to effectively improve their lives and the lives of their children. Human Coalition has developed an effective, scalable method of addressing clients' needs through a holistic program combining crisis support with a Continuum of Care program that coordinates short- and long-term assistance from a network of best-in-class organizations and government programs.



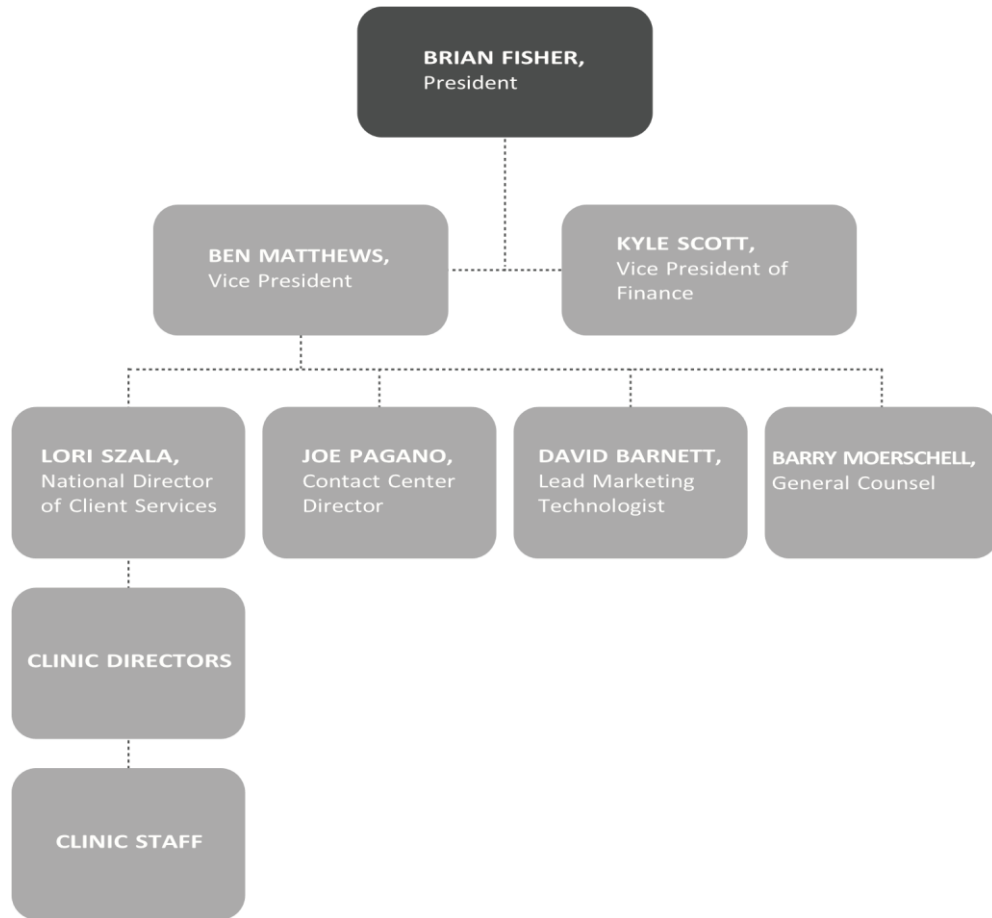
Human Coalition is unique among pro-life organizations in its emphasis on reaching and serving abortion-determined families. Through a decade of research and over 10 million marketing sessions, Human Coalition has developed a program utilizing search engine marketing that allows it to connect to, on average, over 77 times as many at-risk, abortion-determined families as average pregnancy centers. And growing out of its founders' roots in the for-profit sector, Human Coalition focuses on optimizing its performance by leveraging client data, A/B split tests, and client surveys to incrementally improve effectiveness at serving clients.

Human Coalition seeks to continue building its network of women's care clinics in Texas's and the nation's largest abortion markets. It believes that by providing effective and transformative care at this scale, Human Coalition can change attitudes toward abortion by demonstrating the availability of a life-affirming, woman-honoring approach to addressing the issues that cause women to seek an abortion.

Human Coalition is controlled by a Board of Directors that approves the annual budget, reviews monthly financial reports, approves its Form 990, and sets executive compensation. The organization retains a certified public accounting firm to conduct an annual audit in accordance with GAAP standards, the results of which are reported to the Board.

2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.

 **HUMAN**
COALITION
ORGANIZANTIONAL
CHART



National Director of Client Services Lori Szala directs human Coalition’s client services. At its women’s care clinics, all staff that work with clients—including registered nurses, registered diagnostic medical sonographers, Continuum of Care coordinators, and mobile clinic drivers—report to the local clinic director. Each clinic director reports to Ms. Szala, who reports to Executive Vice President Ben Matthews. Mr. Matthews is also responsible for client marketing and Human Coalition’s contact center. In its contact center, agents report to Contact Center Director Joseph Pagano, who reports to Mr. Matthews. Its Lead Marketing Technologist, David Barnett, also reports to Mr. Matthews. Mr. Matthews reports to Human Coalition's President, Brian Fisher, who reports to the Board of Directors, of which he is the chair.

Vice President of Finance, Kyle Scott, oversees human Coalition’s financial accounts and systems. Mr. Scott, who also reports to Mr. Fisher, oversees a finance and administration team that includes a finance manager, a human resources director, and a staff accountant. The organization utilizes routine and ongoing control measures including monthly bank and credit card reconciliations, segregation of duties, limited access to password controlled systems, PCIcompliant merchant processors, positive pay control on the bank side of the disbursement process, and human resources governance over hiring processes. The organization also maintains centralized control over payroll, disbursements, donor management system, and donor statements.

Mr. Scott also directs Human Coalition’s systems team, which includes its Manager of Technology Services and its Systems Integration Analyst and which builds the database

and analytic systems that maintain client records and donor data. Its Research and Optimization Lead, who is in charge of testing new strategies to improve effectiveness, reports to Mr. Matthews.

Human Coalition’s General Counsel, Barry Moerschell, and Assistant General Counsel, Brad Perry, oversee policies, procedures, contracting, and compliance matters. Mr. Moerschell reports to Mr. Matthews.

- 3. Provide the resumes/curriculum vitae for the CEO, CFO and Clinical/Program Director. If providing medical services, include the licensed Medical Director to practice medicine in Texas (including his/her State of Texas Medical License Number).

As stated above, Human Coalition’s organizational structure does not utilize the titles of CEO, CFO, or Clinical/Program Director. The top-level executive in the organization is its president, Brian Fisher. Vice President of Finance, Kyle Scott, directs the organization’s finances and accounting. The Executive Vice President, Ben Matthews, and the National Director of Clinical Services, Lori Szala, manage its clients services programs. Rebekah McClure is the clinic director for its Dalls-area clinic, of which Dr. Scott Livingston is the medical director. Their resumes are below.

B R I A N E . F I S H E R

W O R K H I S T O R Y

01.2012 - PRESENT

HUMAN COALITION – PLANO, TX

Co-Founder and President

- Co-founded Human Coalition in 2009 and managed its operations, development, and growth, making it one of the fastest-growing national lifeaffirming organizations in America.
- Conceptualized the combination of integrated technology, innovation, and performance benchmarking, with compassion, grace, and tangible help for at-risk women.
- Transformed the method by which hurting families are reached and served, which has helped Human Coalition rescue over 8,000 at-risk preborn children since 2010.

01.2011 – 01.2012

PURSUANT, DALLAS, TX

Senior Vice President of Operations

- Managed and grew client operations, IT, printing operations, data warehousing, and analytics.
- Responsible for the overall development of the firm.
- Oversaw the financial operations following Pursuant’s acquisition of KMA Direct Communications.

05.2008 – 12.2010

KMA DIRECT COMMUNICATIONS, PLANO, TX



Chief Operating Officer

- Responsible for all agency operations, including finance and accounting for this multichannel fundraising media and marketing firm.
- Managed human resources, client operations, data analytics, media, and public relations.

08.2006 – 03.2008

CORAL RIDGE MINISTRIES MEDIA, INC., FT. LAUDERDALE, FL
EVP/President/CEO

- Developed a ministry-succession plan following the passing of Dr. D. James Kennedy, founder of Coral Ridge Ministries.
- Managed a \$38M budget and over 140 employees; Implemented various initiatives to update the ministry to a current technology and media philosophy, and streamlined the organization to stabilize it financially.
- Directly supervised all aspects of the organization, including TV/radio production, Internet, communications and curriculum, donor relations, accounting/finance, legal, human resources, and general operations.

E D U C A T I O N

1991 – 1995 **WESTMINSTER COLLEGE**
Bachelor of Arts, Music

P U B L I C A T I O N S

**FOUR BOOKS, INCLUDING ABORTION: THE ULTIMATE
EXPLOITATION OF WOMEN AND DELIVER US FROM ABORTION:
AWAKENING THE CHURCH TO END THE KILLING OF AMERICA'S
CHILDREN**
B E N M A T T H E W S

W O R K H I S T O R Y

07.2013 - PRESENT **HUMAN COALITION – PLANO, TX**
Executive Vice President

- Actively works with senior staff to develop strategies to increase fundraising capacity, church engagement, and life-decision rate.
- Manages, coaches, and trains department heads to maximize effectiveness and efficiency within their own department.
- Establishes goals and creates budgets for each department and provides strategic direction.

03.2012 – 05.2013

ENVISION MANAGEMENT GROUP, CHATTANOOGA, TN
Business Development



- Responsible for managing all sales activities in respective markets.
- Developed, managed, and measured achievable goals in alignment with the company’s mission, philosophy, and budget.

11.2010 – 03.2012

AREA203, CHATTANOOGA, TN

Executive Team Member – Business Development & Strategy

- Managed domestic and international business development for full-service digital agency with a focus on client relationships, effective branding, and innovative thinking.
- Recognized as a Forbes Top 100 Global Ad Agency for Social Media during tenure.

10.2007 – 12.2010

PRIMUS SOURCE, LLC, GREENVILLE, SC

President

- Strategically planned all aspects of the company including staff, facilities, distribution, brand management, product development and sourcing, marketing and sales, and budgeting and finance.
- Maintained and fostered both domestic and international client relationships.

09.2003 – 10.2007

GENESIS MARKETING GROUP, GREENVILLE, SC

Vice President of Operations and Marketing

- Managed vendor relationships.
- Grew the organization into the largest inspirational goods distributor of its kind.

EDUCATION

1992 – 1996

MARANATHA BAPTIST UNIVERSITY

Bachelor of Science, Business Management, Marketing

KYLE SCOTT, MBA, CMA

WORK HISTORY

06.2014 - PRESENT

HUMAN COALITION – PLANO, TX

Vice President of Finance and Corporate Treasurer

- Led internal functions including finance, HR, benefits, risk management, administration, and IT/systems.



- Member of leadership team and participates in monitoring, evaluating, and providing expertise related to business system and process design and control, donor administration, billing, receivables, inventory, and e-commerce activities.
- Essential functions include reporting, budgeting, forecasting, analysis, accounting, cash management, payroll and related tax, audit, HIPAA compliance, and Federal and State 501(c)(3) compliance.

10.2013 – 06.2014

SELF-EMPLOYED

Consultant

- Provided financial valuation expertise for technology clients using complex financial models.
- Contributor to *Strategic Finance* magazine writing articles on managing risk and change.

03.2007 – 09.2013

RICOH AMERICAS CORP., MALVERN, PA

Senior Manager, U.S. Finance Planning and Analysis

- Built and led team of 30 analysts to partner with field sales leaders on pricing execution.
- Created innovative analytics for performance measurement and planning.
- Prepared packages with management discussion, KPIs, and analysis of normalized results.
- Developed and implemented reports for governance over business development funds.

05.2005 – 02.2007

IKON OFFICE SOLUTIONS, INC., MALVERN, PA

Senior Project Manager, IT Finance

- Managed cross-functional projects involving billing and reporting.
- Updated system and reporting for SOX and tax compliance.

01.2000 – 04.2005

IKON OFFICE SOLUTIONS, INC., MALVERN, PA

Senior Manager, Region Finance Planning and Analysis

- Reviewed and approved proposed outsourcing contract deals.
- Implemented process to shorten proposal timeline by one week.

01.1999 – 12.1999

IKON OFFICE SOLUTIONS, INC., MALVERN, PA

Operations Manager, Printing and Fulfillment

- Managed 24/7 operations and 20 to 30 people.

03.1997 – 12.1998 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA** **Field Controller, Region Accounting and Financial Operations**

- Managed team of 10 accountants, analysts, and processors.
- Partnered with Operations by developing reporting to identify business gaps and pricing trends.

08.1996 – 02.1997 **IKON OFFICE SOLUTIONS, INC., MALVERN, PA** **Management Consultant/Process Improvement**

- Provided consulting and benchmarking for business units.
- Developed and delivered financial training.

E D U C A T I O N

ANGELO STATE UNIVERSITY
BBA in Marketing, Management, General

TEXAS A&M UNIVERSITY – MAYS BUSINESS SCHOOL
MBA in Finance

INSTITUTE OF MANAGEMENT ACCOUNTANTS
Certified Management Accountant

- Small Business Financial and Regulatory Affairs Committee
- The Financial Executives Networking Group

L O R I S Z A L A

W O R K H I S T O R Y

08.2014 - PRESENT **HUMAN COALITION – PLANO, TX** **National Director of Client Services**

- Oversees all areas of Human Coalition's women's care clinics.
- Provides leadership, direction, and supervision to all clinic staff.
- Ensures compliance with all relevant federal, state, and local laws.
- Responsible for the implementation and success of the client flow methodology, policies and procedures, and budget.

2005 – 07.2014

PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS, PITTSBURGH, PA

Executive Director

- Managed and executed all programs and services offered through PRC SH.
- Developed and maintained relationships with the community and public.
- Ensured adherence to compliance, policies, and procedures in conjunction with staff, nursing staff, and volunteers.
- Recruited staff and volunteers, and conducted training.
- Maintained corporate budget.
- Interfaced with clients, staff, and executive board members.
- Directly oversaw three volunteers who received the 2008 Presidential Volunteer Service Award during tenure.

2002-2005

PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS, PITTSBURGH, PA
Education Director

- Trained volunteer speakers and counselors.
- Generated new contacts/maintained existing community relationships.
- Developed and updated agency presentation curriculum.
- Managed program budget while overseeing federal grants.
- Implemented programs offered by similar national organizations.

2000-2002

PREGNANCY RESOURCE CENTER OF THE SOUTH HILLS, PITTSBURGH, PA

Administrative Coordinator

- Performed all administrative duties, including design and publication of quarterly newsletters, bulk mailings, and database maintenance.
- Served as office network administrator.
- Maintained bookkeeping, accounts payable/receivable, processed bank deposits, and processed payroll and tax filings.
- Collaborated with state and financial auditors annually, and with the Board treasurer on budget and tax items.
- Prepared monthly reports for Board of Directors meetings.
- Assisted executive director in all administrative and fundraising activities.

A W A R D S

-
- 2008 PRESIDENTIAL VOLUNTEER SERVICE AWARD**
 - 2011 GREAT ALUMNI AWARD**
 - 2013 SMALL NON-PROFIT OF THE YEAR AWARD**

R E B E K A H J . M c C L U R E

W O R K H I S T O R Y

05.2017 - PRESENT

HUMAN COALITION – PLANO, TX
Clinic Director

- Provides leadership, direction, and supervision to the staff at Grapevine Women’s Care Clinic.
- Responsible for implementation of the organization’s policies and procedures at the clinic level.



- Manages day-to-day clinic operations, data health, and statistical reporting.
- Oversees expenditures for budgeted expenses and procurement requests.

08.2013 – 10.2017 **TEXAS DOW EMPLOYEES CREDIT UNION, DALLAS, TX** **Member Center Manager/Champion Manager**

- Developed the team by providing annual, semiannual, quarterly, and monthly reviews.
- Balanced general ledgers to ensure budget planning for the Member Center.
- Workforce planning by creating schedules based on business need.
- Brand Ambassador in the community through community organizations.
- Trained team members and made sure the team was aware of compliance standards.

01.2008 – 08.2013

BANK OF AMERICA, LUFKIN, TX
Banking Center Manager II/Assistant Banking Center Manager

- Coached personal bankers to build deeper relationships with customers. Ensured the banking center maintained operational excellence in sales, service, and day-to-day tasks.
- Gave positive and constructive coaching to associates daily, weekly, monthly, and quarterly.
- Resolved problems for customers using the proper methods.

06.2007 – 11.2008 **BANK OF AMERICA, TROPHY CLUB/FLOWER MOUND, TX** **Teller/Teller Operations Specialist**

- Ensured that tellers were meeting their referral goals and balancing accuracy, logs were completed, and all associates knew their audit responsibilities.
- Award of Excellence recipient for the first quarter of 2008.

05.2008 – 07.2008

BANK OF AMERICA, CHICAGO, IL/DETROIT, MI
Field Support Associate

- Performed daily tasks to ensure smooth transition from LaSalle Bank to Bank of America's systems.
- Team leader in charge of at least six team members.
- Led team in completion of delegated tasks.
- Held daily huddles with LaSalle associates to resolve issues and familiarize them with Bank of America's systems.

E D U C A T I O N

2002 – 2004 **TYLER JUNIOR COLLEGE, TYLER, TX**
 2004 – 2006 **DALLAS BAPTIST UNIVERSITY, DALLAS, TX** 2012 – 2014
UNIVERSITY OF PHOENIX
 Bachelor of Science, Business Management, Marketing

J E F F M . L I V I N G S T O N , M D

Texas Medical Board license number L4043

W O R K H I S T O R Y



03.2017 - PRESENT	MACARTHUR MEDICAL CENTER, PLLC CEO
08.2003 – PRESENT	MACARTHUR MEDICAL CENTER, PLLC Physician/Owner
2017 – PRESENT	TEXAS HEALTH SURGERY CENTER, BEDFORD, TX Medical Director and Board Member
2011 – PRESENT	HEALTHTAP, INC. Medical Director
04.2005 – PRESENT	HUMAN COALITION – GRAPEVINE WOMEN’S CARE CLINIC Medical Director
06.2011 – PRESENT	BOSTON SCIENTIFIC Physician Faculty
2009 – PRESENT	MERCK PHARMACEUTICALS Physician Faculty
04.2007-2009; 2014-PRESENT	BAYER PHARMACEUTICALS Physician Faculty
06.2014 – PRESENT	BOSTON SCIENTIFIC Symphion Advisory Board
2010 – PRESENT	BROWNSTONE CLINICAL TRIAL Research Physician
2008 – 2010	BEXAR CLINICAL TRIALS Research Physician
2014 – 2016	DYSIS MEDICAL Physician Proctor
03.2017 – PRESENT	HALT MEDICAL, INC. Physician Preceptor
06.2007 – 2008	AMERICAN MEDICAL SYSTEMS Physician Preceptor

EDUCATION

1992 – 1995	TRINITY UNIVERSITY, SAN ANTONIO, TX Pre-Med Undergrad
1995 – 1999	UNIVERSITY OF TEXAS SOUTHWESTERN, DALLAS, TX Doctor of Medicine

4. Describe Applicant’s experience, knowledge, and expertise in providing A2A services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

Human Coalition was founded in 2009 to provide marketing outreach services to pregnancy resource centers. Since then, it has grown into a national organization with 91 employees that directly provides services at a growing network of clinics across the country. Human Coalition owns and operates clinics in Dallas, Atlanta, Raleigh, and Pittsburgh, with at least five additional clinic locations scheduled to be added in 2018. It is headquartered in Plano, TX, where its leadership and contact center are located. Human Coalition also provides targeted marketing and contact center support for independent pregnancy resource centers in over 20 cities.

Human Coalition promotes healthy pregnancies and serves parents and children through the operations of four client-facing divisions: marketing outreach; contact center; women's care clinics; and Continuum of Care.

Marketing Outreach:

The marketing outreach division initiates conversations with women seeking or contemplating an abortion through various outreaches.

Human Coalition originally set out to assist independent pregnancy resource centers in overcoming two obstacles. First, women seeking abortions often do not know pregnancy support services exist and do not typically search for them. Second, most women who obtain an abortion begin seeking one very soon after learning they are pregnant, leaving a short window of time to connect with them. Because of these two obstacles, traditional forms of marketing used by pregnancy care centers are ineffective at reaching this audience, and women contemplating abortion make up less than 9.5% of an average pregnancy resource center's clients.¹

As its primary method of reaching this underserved and hard-to-reach community, Human Coalition developed an outreach method involving Internet ads and links placed on keywords women may use when searching for abortion services. It invests heavily in this strategy at each clinic. Over ten years and 10 million marketing sessions, Human Coalition has tested various keywords, ad copy, and landing pages to improve ad conversion rates, raise Google quality scores (which impact ad costs), and lower client acquisition costs to ultimately see more clients in its target demographic of women who are inclined to seek an abortion.

Contact Center:

The women and men who respond to Human Coalition's marketing outreach are typically in a heightened state of emotional distress. Human Coalition's marketing initially routed responders directly to pregnancy resource centers, where volunteers usually answered the calls. But it observed that the centers were answering less than half of calls and were often unprepared to communicate helpful, accurate information to callers in crisis.

¹ The majority of life-affirming pregnancy centers in the country utilize a customer relationship management tool developed by eKyros.com. That company publishes aggregate data from all clinics that use its application. In 2017, those clinics served 331,169 clients, and 31,434 were classified as "abortion minded," which is an industry term

Human Coalition created its contact center in 2013 to provide more consistent call quality and insure that callers received more informative and accurate responses. Agents train by shadowing experienced agents for four weeks, all calls are recorded (with permission) for training and quality control, and agents receive ongoing coaching with the contact center's director. Agents utilize a dialogue format that has been tested and refined over tens of thousands of calls to record 21 points of client data, explain the services offered at Human Coalition clinics, and work with the caller to schedule an appointment at a women's care clinic. While Human Coalition does not suggest it offers abortions at any time, call center agents state clearly and explicitly on every call that Human Coalition neither provides abortions nor refers clients for abortions.

Human Coalition integrates its marketing platform and call management system with its customer relationship management database, allowing Human Coalition to associate data from ads and calls, including audio recordings of the call, with de-identified client information. The system allows Human Coalition to improve the effectiveness of its marketing at converting clients within its target audience. The contact center answered 24,095 inbound calls in 2017, and as a result of Human Coalition's marketing strategy, 90% of those calls were from women who stated they were inclined to eventually seek an abortion.

Human Coalition's key metric in its contact center is the percentage of qualified callers who ultimately make and keep an appointment, and it has tested a variety of strategies to improve this rate. For instance, it has found clients are much more likely to keep a same-day appointment. So using an algorithm it designed to predict the likelihood a client will keep an appointment, it double- and triple-books appointment slots if a client is unlikely to show.

Women's Care Clinics:

Finding that working with Human Coalition's abortion-determined clients differed materially from working with typical pregnancy center clients, Human Coalition began operating its own lifeaffirming women's care clinics in 2014 in order to develop, test, and refine processes for serving its abortion-determined clientele.

Human Coalition has found that with abortion-determined clients, counseling should focus on providing clients with sound, non-manipulative information about their pregnancy, giving them the opportunity to discuss their abortion options, and collaborating with them to identify and address the obstacles they perceive to their pregnancy.

Human Coalition has also found it necessary and optimal to provide structure to counseling sessions. For their initial counseling session, caregivers utilize a proprietary Decision Guide, which streamlines the conversation into a predictable structure so that counselors can, through repetition, develop expertise in addressing client needs. After taking a urine pregnancy test, pregnant clients complete the first section of the Decision Guide, which informs caregivers about a client's personal situation, her current plan for the pregnancy, and the obstacles the client perceives to the pregnancy. Clients who are not pregnant receive information on possible reasons for a missed period, a referral to gynecologist, and any other appropriate assistance. Clients who are more than six weeks pregnant are offered a limited obstetrical ultrasound from one of Human Coalition's sonographers, who assess the viability of the pregnancy and provide the client with information about the child. Sonographers or caregivers provide pregnant

clients with literature on healthy pregnancies, prenatal vitamins, a list of pregnancy-friendly medications, and referrals to obstetricians (including high-risk obstetricians, if appropriate).

Pregnant clients next watch a proprietary video that provides accurate, unbiased information about medical and surgical abortions. Clients then complete their Decision Guide, which allows them to express what they perceive as the pros and cons to each of three possible pregnancy outcomes—abortion, parenting, and adoption—what they feel and think about the pregnancy, and what they would desire for this pregnancy if their circumstances were different. Caregivers use these responses to systematically and collaboratively, and without manipulation or pressure, work through the factors a client is weighing to address the obstacles the client has identified.

The pressures prompting clients to seek an abortion do not cease just because she has a positive counseling session and makes a life decision. Human Coalition has also learned that abortion-determined clients need more post-visit follow-up than a typical pregnancy center performs, so caregivers maintain ongoing contact with clients after their initial visit. Caregivers call clients 24 hours post-appointment to confirm the medical director’s ultrasound review, discuss the client’s mindset, and confirm that the client sought follow-up obstetric care (or gynecological care, in the case of clients who chose abortion). Caregivers place additional follow-up calls at one week, two weeks, and four weeks post-appointment. After the first month, for those who are continuing their pregnancy, volunteers call clients to ensure clients are receiving medical care, check on complications, discuss preparations for birth, and determine if the client needs any additional resources.

Human Coalition has found that the level of care required by abortion-determined clients requires that they be seen by professional staff. Because the clients’ needs are so complex, they must be seen by trained clinicians who are professionally experienced work with such clients. Clients are seen exclusively by staff that are paid and trained by Human Coalition, and volunteers do not counsel during initial visits (though Human Coalition does utilize volunteers to help care for clients later in their pregnancies).

Human Coalition utilizes a proprietary, month-long training process to teach the Decision Guide and the organization’s client services methodology. The training covers the following topics: organizational mission, policies, and procedures; benefits; HIPAA requirements; OSHA requirements; programs and services provided; understanding client intent and client segmentation; client-counseling methodology; sonography methodology; follow-up methodology; outcome verification process; client management system training; Human Coalition key metrics; Continuum of Care system and offerings; post-abortion counseling; material assistance program; and referral resources. After initial training, caregivers shadow existing staff. Clinic managers then shadow new caregivers during their first client visits. After clinic managers verify caregivers understand and can implement Human Coalition’s counseling methodology, clinic managers approve caregivers to begin seeing clients independently. Human Coalition also provides different in-service trainings throughout the year as well as monthly 1on-1 individual sessions with each staff member.

Continuum of Care:



At the conclusion of the initial counseling visit, caregivers will offer qualifying clients the opportunity to schedule an appointment with a Continuum of Care coordinator. Human Coalition’s Continuum of Care program seeks to help clients (including fathers) move from the moment of crisis into long-term stability. Continuum of Care coordinators meet with clients to formulate a plan to address the economic and social drivers of the client’s crisis. Continuum of Care coordinators identify various local organizations that provide care in over a dozen categories, including maternity housing, long-term housing, job placement, job training, financial assistance, health care, medical benefits, adoption, abuse counseling, and basic life skills. Continuum of Care coordinators also work with clients to access applicable state and federal benefits programs. Continuum of Care coordinators “quarterback” client care across these organizations by, as necessary, making personal referrals to organizations, arranging appointments, or attending meetings with the client. The ultimate goal of the Continuum of Care program is to establish a mentoring relationship between the client and members of the community so a client’s long-term, post-crisis needs are met.

5. Describe Applicant’s experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).

Human Coalition seeks to ensure clients experience a healthy pregnancy, birth, and post-partum experience through individual counseling that identifies specific areas of need for each client. Through its women’s care clinics, it provides the following services:

Pregnancy testing:

Each client receives a lab-grade urine pregnancy test to determine if the client is pregnant. If the client is pregnant, a trained medical professional will take the client’s medical history, including past pregnancies, history of complications, and last menstrual period (LMP).

Ultrasounds:

Human Coalition offers an ultrasound to all clients who register a positive pregnancy test and whose pregnancies are beyond six weeks LMP (the minimum gestation at which an ultrasound is effective). The ultrasound confirms an intrauterine pregnancy (as opposed to an ectopic one), gestational age, due date, and viability of pregnancy. Sonographers must be detail-oriented, understand the intricate details of the human anatomy and the specialized functions of ultrasound equipment, and be able to recognize signs of abnormalities, such as an ectopic pregnancy. Human Coalition requires its sonographers be registered diagnostic medical sonographers, have and maintain their current license to practice, and display their license on the wall in the sonography room of the clinic.

Decision support services:

Human Coalition provides abortion decision counseling to clients by providing accurate information on pregnancy, fetal development, and general health. For clients considering abortion, caregivers will provide neutral, non-manipulative information on different abortion procedures, risks, and possible side effects. Particularly for first-time parents, caregivers will also provide

information on parenting and address any fears or misperceptions clients may have. Caregivers also provide information on the adoption process and offer to connect clients to adoption agencies. This counseling is available for both pregnant women as well as the biological father of the preborn babies. Human Coalition has also observed that for many clients, their families and close friends play a key role in the client's decision-making process. Accordingly, such support persons may join clients for this counseling.

STD testing:

In certain clinics, Human Coalition offers clients and their partners free testing for sexually transmitted diseases such as Chlamydia and Gonorrhea. Human Coalition refers clients who test positive to a gynecologist or other appropriate physician.

Anemia testing:

In certain clinics, Human Coalition offers clients free anemia testing. Human Coalition refers clients who are anemic to a gynecologist or other appropriate physician.

Prenatal vitamins:

For pregnant clients, a nurse manager or designee will give the client a free 6-month to 1-year supply of prenatal vitamins. The provider will also educate the client about route of administration, dosage, time of administration, side effects, and ways to minimize side effects.

Other health information:

Human Coalition nurse managers or caregivers will provide clients information about menstruation, female anatomy, and birth control.

Referrals to specialists:

Human Coalition encourages clients to seek prompt medical attention for their pregnancies. After the initial visit and through birth, it continues to follow-up with clients to make sure they have been able to access obstetric care (or gynecological care, in the case of clients who choose abortion) and to address any impediment to accessing care that may have arisen. In the Dallas clinic, Human Coalition maintains a network of over 40 clinics, providers, gynecologists, and other specialists, and Human Coalition will provide referrals to clients if the client does not have an existing physician. For clients who have disclosed an existing health issue or where the provider identifies a cause for concern for the existing pregnancy, Human Coalition will refer clients to a high-risk obstetrician.

Childbirth and parenting classes:

Human Coalition works to ensure healthy deliveries through childbirth classes. Clients are taught and coached on important aspects of labor and delivery: the labor process, available medications, reasons for Cesarean section, relaxation and breathing techniques, and pain management practices. Through these classes, clients are better able to participate in the labor and delivery process with their physicians and hospital. Human Coalition equips clients who carry to term for the job of parenting through parenting classes with knowledgeable teachers and a comprehensive curriculum. Classes address a wide range of parenting issues, from immunization to changing diapers to disciplining toddlers and more.

Continuum of Care:

Human Coalition clients often have high and complex needs, which it primarily addresses through its Continuum of Care program. Through that program, Human Coalition case managers work with clients to access the care and support across a wide range of medical, social, and economic programs. As needed, case managers will refer clients to free and reduced-cost obstetric services, pediatricians, breastfeeding support, nutrition services, drug and alcohol addiction services (both inpatient and outpatient), and psychiatric and psychological counseling. Historically, 35% of Continuum of Care clients have needed medical insurance or medical referrals, and 6% have needed some support for drug or alcohol treatment. Additional areas of support include housing, employment services, material assistance, legal services, financial resources, transportation, utility assistance, childcare, and adoption services.

6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
- A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of Providers, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to Providers, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring Providers and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical Providers and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring Providers that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to Providers on data collection and submission, and data quality improvement.

Human Coalition will provide services directly. **FORM G-2: APPLICANT BACKGROUND CHECKLIST**

Check Yes or No:

1. Program Administration and Management	Yes	No
Did you provide job descriptions that include specific duties for the key employees related to the A2A program? <ul style="list-style-type: none"> • Program Director • Clinicians • Eligibility, data collection, and billing staff 	x	
Do you have measures in place to adequately monitor funds in order to ensure the provision of A2A program Services to Clients throughout the entirety of the contract term?	x	



Do you have experience in administering women’s health services (e.g., prevention, screening, and appropriate referral)?	x	
Is your agency a non-public entity that provides A2A services?	x	
2. Service Delivery		
Do you have staff available to determine eligibility?	x	
Do you provide A2A services to adolescents?	x	
3. Partnerships/Subcontracting		
Providers: Do you plan to use Providers or contractors for any of the required services?		x
If yes, please list who are the Providers: Attached additional sheet if needed.		
Do you have experience developing, negotiating, and administering subcontracts with other organizations/providers to provide direct client services?		
Do you have experience providing budget development, management, and technical assistance to Providers?		
Do you have key staff that will provide training and technical assistance to Providers, including data collection and submission?		
Do you have key staff that will be responsible for monitoring Providers’ programmatic performance, including professional and clinical services?		
Do you have key staff that will be responsible for monitoring Providers’ fiscal performance?		
Do you have key staff that will be responsible for monitoring Providers’ quality assurance/quality improvement?		
4. Data Collection and Billing Systems		
Do you have a billing system and/or process to submit Direct Client Services claims to HHSC?	x	

Executive Vice President

Exempt

Full time

REPORTS TO: President

DATE: 1/18/18

SUMMARY:

The Executive Vice President serves as a member of the lead team and is an active participant in making strategic decisions affecting Human Coalition. This position is responsible for overseeing the divisions of program, development, and core services. A few of the key departments included in these divisions are advancement, development, legal, research & development, operations, marketing, contact center, medical, clinics, continuum of care, and church. In addition, the role has oversight of organizational growth through mergers and acquisition.



ESSENTIAL FUNCTIONS:

- Actively work with senior staff to develop strategies to increase fundraising capacity, cultural impact, and program effectiveness
- Manage, coach and train department heads to maximize effectiveness and efficiency within their own department
- Establish goals for each department and assist department heads in attaining goals
- Create budgets and manage department heads to stay within budget
- Provide strategic direction to each department in order to plan 12+ months out
- Act as a member of the Lead Team providing overall direction to the organization
- Development and execution of inorganic growth plans

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills; ability to influence and engage with staff at all levels of the organization
- Exceptional ability to lead effectively and provide vision to team
- Outstanding organizational and communication skills
- Aggressively metric-centered and goal based

SUPERVISORY RESPONSIBILITY:

- Chief Medical Officer
- Vice President of Strategy and Development
- National Director of Advancement
- National Director of Church Outreach

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- National Director of Clinic Services
- Contact Center Director
- Director of Client Marketing
- General Counsel
- Director of Insights
- Operations Manager

EDUCATION AND EXPERIENCE:

- 4-year college degree required
- At least 10 years of successful business experience managing others
- Ability to create scalable, sustainable and replicable methodologies
- Effective management of operations
- Implementation of growth strategies

EEO STATEMENT:

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

National Director of Client Services

Exempt

Full time

REPORTS TO:

Executive Vice President

DATE:

10/1/2017

SUMMARY:

The National Director is responsible for the success of the Women's Care Clinic's (WCCs) in attaining an overall Effective Rate (ER). Additionally, this individual is responsible for implementation of the client flow methodology, policies and procedures, and budget. The primary areas of responsibility will be training, administrative management of the WCCs, clinic services oversight and improving the overall Life Decision Rate (LDR) for the WCCs.

ESSENTIAL FUNCTIONS:

Administrative

- Oversight of Preventative Care, Urgent Care and the Continuum of Care programs at local WCCs
- Provide leadership, direction and supervision to all WCC staff
- Conduct scheduled written and oral evaluations of Clinic Directors
- Coordinate with the Executive Vice President annual budget for each WCC that is presented to the Board of Directors for approval
- Oversee expenditures for budgeted expenses of the WCCs and oversee procurement requests
- Oversee the compilation of statistical reports, testing and optimizing in the WCC Labs, and accurate record keeping
- Formation and implementation of strategic tactics to accomplish the goals of the WCCs
- Managing the creation and implementation of new services provided within the WCCs
- Ensure compliance with all WCC policies and procedures and help coordinate the approval and implementation of all new policies
- Attend all required meetings and present information as needed
- Hold regular meetings with WCC Clinic Directors to discuss client and staffing needs, progress, goal setting and implementation
- Collaborate with the marketing team to develop promotional materials used in presenting the WCC's to clients and within the community
- Represent the WCC's to the community and the media
- Ensure all WCCs comply with all relevant federal, state and local laws

Training

- Aid in developing all aspects of client flow methodology
- Assist the Clinic Director to ensure the mental, emotional and spiritual health of all clinic staff
- Oversee the training plan for all WCC staff

Growth and Expansion

- Assist with expansion of the WCCs footprint within existing markets
- Reside on the Expansion Committee to help facilitate new markets

Core Principals

- Assure that all WCCs are operating within brand standard guidelines
- Ensure all WCCs are representing Human Coalition and WCC brand and culture

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- Responsible for the WCCs following the core values of Human Coalition, the pursuit of excellence and testing, measuring and optimizing

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills
- Outstanding organizational and communication skills
- Exceptional ability to lead effectively and be coached

SUPERVISORY RESPONSIBILITY:

- Clinic Directors

EDUCATION AND EXPERIENCE:

- 5+ years successful management of a business
- Bachelor’s degree (Business Degree preferred) **EEO STATEMENT:**

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee’s understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

Clinic Director



Exempt
Full time
National Director of Client Services

REPORTS TO:

DATE:

9/18/17

SUMMARY:

The Clinic Director is responsible for the success of the Women's Care Clinic (WCC) in attaining an overall Effective Rate (ER). Additionally, this individual is responsible for implementation of the policies and procedures approved by the Board of Directors, within the parameters of the WCC budget. The primary areas of responsibility will be administration, medical services oversight and community relations/public relations.

ESSENTIAL FUNCTIONS:

Administrative

- Provide leadership, direction and supervision to staff
- Conduct yearly written and oral evaluations of personnel
- Coordinate with the Regional Clinic Director and staff on annual budget that is presented to the Board of Directors for approval
- Oversee and ensure that accurate and current financial records are kept and reported to the Director of Finance monthly
- Oversee expenditures for budgeted expenses of WCC and oversee procurement requests
- Oversee the compilation of statistical reports, accurate record keeping, and report to the VP of Client Services and Regional Clinic Director weekly
- Ensure compliance with all WCC policies and procedures and coordinate the approval and implementation of all new policies with the Regional Clinic Director
- Hold regular meetings with staff to discuss client and staff needs, progress, goal setting and implementation
- Coordinate and maintain a yearly calendar for WCC and special events
- Ensure WCC complies at all time with all relevant federal, state and local laws
- Establish a succession plan for all key staff members and medical director, in consultation with the Regional Clinic Director

Training

- Oversee and supervise volunteer in-service training and volunteer staff meetings
- Assist in the training of new mentors for the Continuum of Care program

Medical

- Manage the WCC's relationship with the Medical Director
- Ensure the medical staff complies at all time with the doctor's standing orders, policies and procedures
- Ensure WCC complies at all times with relevant federal, state and local laws
- Protects clients' health information for confidentiality, authorized access for treatment, and data security.

Public Relations

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- Educate the local community including churches, pastors, community groups, and the professional community about the sanctity of human life, the goal of obtaining support, and involvement with WCC
- Develop and maintain ongoing relationships with pastors and churches in the community
- Develop and maintain relationships with other ministries/organizations that meet client needs
- Represent WCC to the community and the media
- Assist with the development, oversee and revise promotional materials used in presenting the WCC to clients, the community and churches

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Entrepreneurial-minded, goal-oriented, passionate and driven
- Strong interpersonal skills
- Outstanding organizational and communication skills
- Exceptional ability to lead effectively and be coached
- Knowledge of legal and ethical considerations related to patient information

SUPERVISORY RESPONSIBILITY:

- Nurse Manager
- Office Manager
- Administrative Assistant/Receptionist
- Mobile Driver
- Continuum of Care Coordinator
- Other Clinic Staff
- Education Director
- Education Assistant
- Education Speakers

EDUCATION AND EXPERIENCE:

- 3+ years successful management of a business
- Background in marketing, fundraising and public relations
- Bachelor's degree (Business Degree preferred)

EEO STATEMENT:

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee’s understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

Care Coordinator

Non-exempt

Full Time

REPORTS TO:

Nurse Manager

DATE:

12/1/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry

Administration

- Document client visit in client management system
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment
- Certified Medical Assistant required
- CPR certified as a healthcare provider

EEO STATEMENT:

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OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

Lead Care Coordinator

Non-exempt

Part time

REPORTS TO:

Nurse Manager

DATE:

7/29/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry

Administration

- Document client visit in client management system
- Provide reporting
- Answer phones and set appointments as needed
- Assist Clinic Director in training new Care Coordinators

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment

- CPR certified as a healthcare provider

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- People centered industry experience helpful
- Bachelors degree a plus • Bilingual in Spanish is a plus

EEO STATEMENT:

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OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

EMPLOYEE SIGNATURE:

Employee signature below constitutes employee’s understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

Lead Sonographer

Non-exempt

Part time

REPORTS TO:

Nurse Manager

DATE:

7/29/2016

SUMMARY:

This position is responsible for providing limited ultrasound services to the Women’s Care Clinic (WCC) clients, maintaining professional standards of care.

ESSENTIAL FUNCTIONS:

Client Care



JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- Conducts only limited obstetrical ultrasounds (including Doppler assessment of FHR) for women under the direction of the Nurse Manager or Medical Director, in accordance with WCC policies and procedures
- Communicates findings (such as fetal heart rate – FHR, etc.) of ultrasound in accordance with WCC policies and counseling practices and documents these findings accordingly
- Communicates pertinent information and/or emergency information to the Medical Director or designee according to WCC policies and procedures, and then communicates the same information to the Nurse Manager or designee
- Is available to non-medical staff for consultation regarding medical concerns verbalized by clients; also will provide further assessment of the situation and possible referral for further routine or emergency medical care
- Able to effectively communicate options to client without judgment or coercion

Administration

- Responsible for maintaining and ordering of all supplies related to ultrasound and client medical care
- Handles all preventative and maintenance issues in regards to all ultrasound equipment problems, concerns or maintenance needed
- Participates in quality assurance training as it pertains to ultrasound scanning, and makes recommendations to the Nurse Manager or designee as necessary
- Oversees hands-on training and orientation for registered nurses who have completed an approved AWOHNN ultrasound course

Other

- Is familiar with infection control, safety and emergency/disaster procedures and HIPAA as detailed in the Policies and Procedures Manual
- Commits to complete 2-week WCC introductory training before starting on-the-job training
- Completes on-the-job training before performing medical services independently
- Participates in monthly staff meetings, in-service training and other WCC functions where staff is needed throughout the year
- Actively participates in the performance evaluation process at least annually, identifying goals, objectives, strengths, and weaknesses in collaboration with the Clinic Director and Nurse Manager
- Able to use and understand the computer and/or iPad to document and review information in and out of the counseling room
- Responsible for writing or editing new policies and procedures when necessary
- Will actively work within the WCC and on the Women's Mobile Clinic

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Possess a sincere desire to reach out to women who plan to abort or are undecided about their pregnancy intentions
- Exhibit skill in dependability, human relations, written and oral communication and the ability to work in a collaborative setting
- Exhibit strong interpersonal and professional skills
- Hold a current Registered Diagnostic Medical Sonographer accreditation and be in good standing with the American Registry of Diagnostic Sonographers, keeping current on C.E. credits as required
- CPR certified as a healthcare provider **SUPERVISORY RESPONSIBILITY:**

None

EDUCATION AND EXPERIENCE:

- 2 years of clinical sonography experience with an obstetrical/gynecological emphasis preferred

EEO STATEMENT:

Human Coalition is an equal opportunity employer and makes recruitment, employment, promotional, and all other Human Resource decisions without regard to race, color, religion, national origin, age, sex, marital, disability, or veteran status.

OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

Nurse Care Coordinator

Non-exempt

Full-Time

REPORTS TO:

Nurse Manager/Clinic Director

DATE:

7/29/2016

SUMMARY:

This position is responsible for listening to and communicating with women in crisis pregnancies who are considering abortion, as well as documenting information in medical charts.

ESSENTIAL FUNCTIONS:

Caregiving



JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- Visit with women facing an unplanned pregnancy who are considering abortion
- Share information about pregnancy and all options with love and grace
- Connect women with necessary resources to relieve pressure to abort
- Follow up with clients as scheduled and as needed
- Ongoing education regarding abortion industry
- Assures accurate implementation of physician's orders and plan of care
- Maintains a working knowledge of nursing methods, principles and practices in relation to the prevention and treatment of diseases, safety and infection control, clinical systems, supplies and equipment in relation to obstetrical and gynecological care

Administration

- Document client visit in client management system
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Must be a Licensed Vocational Nurse or Registered Nurse in good standing in the state medical board
- CPR certification as a healthcare provider
- Outstanding communication skills
- Excellent listener
- Ability to ask insightful questions
- Learner
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- 3 years of experience in the medical field
- People-centered industry experience helpful
- Bachelors degree a plus • Bilingual in Spanish is a plus

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Employee _____ Date _____

Nurse Manager

Exempt
Part Time (29 hours/week)
Clinic Director

REPORTS TO:

DATE:

7/29/2016

SUMMARY:

The Nurse Manager provides services and support to clients and maintains professional standards of care, following the ANA Code of Ethics. This individual assumes responsibility for a wide variety of Clinic functions, planning and performing direct and indirect nursing interventions, and is responsible for supervising, organizing, planning, mentoring and assessing the medical services provided by the Clinic.

ESSENTIAL FUNCTIONS:

Nursing Process

- Trains and supervises professional and ancillary personnel
- Oversees nursing services in the Clinic
- Oversees the collection of objective and subjective client data initially and on an ongoing basis that is thorough and accurate in relation to the ultrasound services
- Maintains accurate records, care-plans and follow-through on physician's orders
- Assures accurate implementation of physician's orders and plan of care
- Oversees client follow-up per plan of care and standardized procedures

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

Client Care

- Evaluates client's response to components of existing plan of care each visit
- Communicates pertinent information to the Medical Director according to policies and procedures set forth
- Documents the delivery of client care in compliance with professional practice standards
- Intervenes to promote client safety and security in manners consistent with the ethical and legal parameters of the scope of the professional nurse's practice
- Offers counseling and emotional support to client and family/significant other
- Informs clients of their rights and responsibilities and interacts with clients in a manner which upholds the same

Management

- Reviews, updates, develops and maintains clinic policies and procedures in conjunction with the Medical Director and Clinic Director
- Maintains a working knowledge of nursing methods, principles and practices in relation to the prevention and treatment of diseases, safety and infection control, clinical systems, supplies and equipment in relation to obstetrical and gynecological care
- Assures compliance with infection control guidelines
- Orders all medical supplies for the office through Office Manager

Staff Development

- Participates in conjunction with Clinic Director in establishing and conducting meetings for client services staff, medical staff and volunteers
- Conducts medical team meetings and discussions in evaluating the clinic services, policies, procedures and protocols
- Implements policies and procedures with client service team

Public Relations

- Represents the Clinic in the community as delegated by the Clinic Director
- Attends medical conferences that offer professional training and information pertinent to the Clinic's practices

Professional Development

- Maintains professional license
- Increases knowledge of management, obstetrical and gynecological care and women's health issues
- Actively participates in the performance evaluation process by conducting a self-evaluation at least annually and identifying goals and objectives in collaboration with the Clinic Director

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Skill in human relations, written and oral communication and the ability to work in a collaborative setting
- Dependable, stable and capable of following through with commitments
- Possess a sincere desire to reach out to abortion determined women
- Respect confidentiality
- CPR certified as a healthcare provider

SUPERVISORY RESPONSIBILITY:

- Nurses (RN/LVN)
- Sonographers
- Care Coordinators

EDUCATION AND EXPERIENCE:

- 3 years of clinical experience
- Emphasis on obstetrical and gynecological care preferred
- Hold a current registered nurse or advanced registered nurse license in good standing with the state medical board

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OTHER DUTIES:

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EMPLOYEE SIGNATURE:

Employee signature below constitutes employee’s understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

Nurse Sonographer

Non-exempt

Part time

REPORTS TO: Nurse Manager

DATE: 7/29/2016

SUMMARY:

This position is responsible for patient care, medical records, relating to the medical director, as well as providing sonograms.

ESSENTIAL FUNCTIONS:

Sonography

- Using sonography equipment to determine gestational age and viability of the baby
- Sharing information about stages of development as seen in the sonogram • Reporting medical information to our Medical Director
- Complete training requirements for sonography.
- Actively participate in the annual performance evaluation.

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

Caregiving

- Follow up with clients as scheduled and as needed
- Sharing all options for pregnancy, fully educating abortion-determined women.
- Complete training requirements for caregiving.

Administrative

- Document client visits in client management system, including medical information
- Answer phones and set appointments as needed
- Understand abortion industry
- Staff meetings and volunteer events as scheduled.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Certified Nurse
- Registered Sonogram Technician
- Outstanding communication skills
- Excellent listener
- Learner
- CPR certification as a healthcare provider

SUPERVISORY RESPONSIBILITY:

- None

EDUCATION AND EXPERIENCE:

- 3 Years of experience in the medical field
- Experience managing people

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OTHER DUTIES:

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Employee _____ Date _____
Sonographer

Non-exempt
Part time
Nurse Manager

REPORTS TO:

DATE:

7/29/2016

SUMMARY:

This position is responsible for providing limited ultrasound services to the Women’s Care Clinic (WCC) clients, maintaining professional standards of care.

ESSENTIAL FUNCTIONS:

Client Care

- Conducts only limited obstetrical ultrasounds (including Doppler assessment of FHR) for women under the direction of the Nurse Manager or Medical Director, in accordance with WCC policies and procedures
- Communicated findings (such as fetal heart rate – FHR, etc.) of ultrasound in accordance with WCC policies and counseling practices and documents these findings accordingly
- Communicates pertinent information and/or emergency information to the Medical Director or designee according to WCC policies and procedures, and then communicates the same information to the Nurse Manager or designee
- Is available to non-medical staff for consultation regarding medical concerns verbalized by clients; also will provide further assessment of the situation and possible referral for further routine or emergency medical care
- Able to effectively communicate options to client without judgment or coercion

Administration

- Notifies Nurse Manager when supplies related to ultrasound and client medical care need to be re-ordered
- Notifies Nurse Manager or designee of ultrasound equipment problems, concerns or maintenance needed

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

- Participates in quality assurance as it pertains to ultrasound scanning, and makes recommendations to the Nurse Manager or designee as necessary
- Oversees hands-on training and orientation for registered nurses who have completed an approved AWOHNN ultrasound course

Other

- Is familiar with infection control, safety and emergency/disaster procedures and HIPAA as detailed in the Policies and Procedures Manual
- Commits to complete 2-week WCC introductory training before starting on-the-job training
- Completes on-the-job training before performing medical services independently
- Participates in monthly staff meetings, in-service training and other WCC functions where staff is needed throughout the year
- Actively participates in the performance evaluation process assisting the Clinic Director and Nurse Manager
- Able to use and understand the computer and/or iPad to document and review information in and out of the counseling room

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Possess a sincere desire to reach out to women who plan to abort or are undecided about their pregnancy intentions
- Exhibit skill in dependability, human relations, written and oral communication and the ability to work in a collaborative setting
- Exhibit strong interpersonal and professional skills
- Hold a current Registered Diagnostic Medical Sonographer accreditation and be in good standing with the American Registry of Diagnostic Sonographers, keeping current on C.E. credits as required
- CPR certified as a healthcare provider **SUPERVISORY RESPONSIBILITY:**

None

EDUCATION AND EXPERIENCE:

- 2 years of clinical sonography experience with an obstetrical/gynecological emphasis preferred

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OTHER DUTIES:



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Employee _____ Date _____

Continuum of Care Coordinator

Exempt Full
Time

REPORTS TO:

Clinic Director

DATE:

9/18/17

SUMMARY:

The Continuum of Care Coordinator is responsible for developing relationships with churches, community resources and social service agencies and making them available to the clients at the Women’s Care Clinic (WCC). This vital staff member will listen to and communicate with women in crisis pregnancies to understand their challenges, and connect them with these resources using the database this position will manage. This person will also solicit and train volunteer mentors within churches to partner with the WCC.

ESSENTIAL FUNCTIONS:

Caregiving

- As requested by Care Coordinators or Nurses, meet with clients facing an unplanned pregnancy who are considering abortion
- Assess the challenges that are influencing the client’s decision-making process
- Coach and connect clients to the necessary resources to relieve pressure to abort
- Continue to meet with and coach clients to work through their challenges as needed
- Connect clients to volunteer mentors within the local church for further education
- Protect clients’ health information for confidentiality, authorized access for treatment, and data security.

Administration

- Find, develop and maintain network of resources within local churches, community organizations and social service agencies to utilize for client needs
- Create a system that can evaluate the resources available to the clients
- Document all client communication in client management system
- Solicit and train volunteer mentor to partner with clients and continue educational model after main challenges have been addressed
- Develop, track and measure effectiveness of Continuum of Care process per KPI’s
- Answer phones and set appointments as needed

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

MINIMUM QUALIFICATIONS:

- Strong commitment to the mission and vision of Human Coalition
- Experienced listener and communicator in crisis situations
- Compassionate, non-judgmental, encouraging, authentic personality that can work with teens as well as adults (*one of the primary jobs of this position involves instilling hope in a hopeless individual*)
- Flexible and able to take direction
- Ability to work in a fast paced and evolving environment
- Knowledge of legal and ethical considerations related to patient information

SUPERVISORY RESPONSIBILITY:

- Volunteer Mentors

EDUCATION AND EXPERIENCE:

- Social Service experience helpful
- Bachelors degree a plus • Trained Life Coach preferred

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OTHER DUTIES:

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Employee _____ Date _____

Call Tagger
Non-exempt
Part time
REPORTS TO: Contact Center Director

DATE: 7/26/2016

SUMMARY:

The Call Tagger provides quality control on contact center calls by listening to calls and gathering data.

ESSENTIAL FUNCTIONS:

- Listen to inbound calls and flag any that need review
- Gather data and provide quality control to contact center agents

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Excellent listening skills
- Self-motivated and organized
- Computer proficiency
- Able to work with minimal supervision

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- Background in pro-life, crisis center helpful

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OTHER DUTIES:



JOB DESCRIPTION

POSITION TITLE:

CLASSIFICATION:

TYPE:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Contact Center Agent

CLASSIFICATION: Non-exempt

TYPE: Part time

REPORTS TO: Contact Center Director

DATE: 7/26/2016

SUMMARY:

The Contact Center exists to field/receive and respond to phone calls, chats, web communication, etc.. The ultimate goal is to schedule individuals connecting with the Contact Center for an appointment at a service pregnancy resource center or a Human Coalition Women's Care Clinic. We service pregnancy resource centers throughout the country and we are the primary contact for our Women's Care Clinics.

Services are provided for the abortion-determined and undecided women to help them in the decisionmaking phase of their pregnancy. The provision of ultrasound services to women who are not vulnerable to choosing abortion is at the discretion of the medical and clinical director.

Contact Center Agents help women who are facing an unplanned pregnancy to receive all of the testing and information they need to make an informed decision about their pregnancy.

ESSENTIAL FUNCTIONS:

- Answer inbound calls/chats
- Utilize the CRM database (Salesforce)
- Listen attentively
- Set appointments
- Attend to appointment reschedules and reminders

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Excellent communication skills
- Self-motivated, able to multitask and goal focused
- Service oriented
- Excellent computer skills
- Able to work well in a team environment
- Adaptable to change

SUPERVISORY RESPONSIBILITY:

None

EDUCATION AND EXPERIENCE:

- Sales experience preferred
- Background in counseling, pro-life, crisis center helpful
- Bilingual Spanish is a plus

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OTHER DUTIES:

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Office Manager

CLASSIFICATION: Non-Exempt

TYPE: Part time

REPORTS TO: Clinic Director

DATE: 9/18/17

SUMMARY:

The Office Manager is responsible for performing administrative duties related directly to the operations of the Women’s Care Clinic (WCC) including monthly reports for the Clinic Director. Major responsibilities of the position include, without limitation, ensuring efficient office operations; adherence to policies and procedures; coordination of volunteers, events, and the care and maintenance of the building; and bookkeeping.

ESSENTIAL FUNCTIONS:

- Oversee day-to-day functions of the office
- Record income for clinic and ensure that all payments are up to date
- Manage volunteer base
- Support clinic and mobile operation with maintenance and purchases
- Prepare materials for Client Services
- Organize office operations and procedures
- Ensure that accurate financial records are kept and manage budget
- Ensure that Women's Care Clinic complies at all times with federal, state and local laws
- Protect clients' health information for confidentiality, authorized access for treatment, and data security.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Ability to work in a fast-paced, changing environment
- Desire to serve others
- Excellent communication skills, both verbal and written
- Strong computer skills
- Strong organizational and administrative skills
- Self-motivated, able to multitask and goal focused
- Able to work well in a team environment

SUPERVISORY RESPONSIBILITY:

- Volunteers
- Receptionist

EDUCATION AND EXPERIENCE:

- Previous office administration experience, including inventory control and supply management, preferred
- Experience creating reports required
- Knowledge of legal and ethical considerations related to patient information

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Employee _____ Date _____

JOB DESCRIPTION

POSITION TITLE: Vice President of Finance

CLASSIFICATION: Exempt

TYPE: Full time

REPORTS TO: President

DATE: 1/1/2017

SUMMARY:

The VP of Finance supports the organization by helping to identify, evaluate and manage opportunities and risks. This individual serves as a leader over a department that has primary responsibility for finance, accounting, banking, nonprofit compliance matters, financial audit, payroll and processing payables. This position serves as a member of the leadership team and participates in monitoring, evaluating and providing expertise related to donations, donations database, billing, receivables, purchasing, inventory and ecommerce activities.

ESSENTIAL FUNCTIONS:

Finance

- Preparation of rolling forecasts of income statements, balance sheets and cash flows
- Planning and budgeting
- Review and approval of proposed acquisitions, investments, projects and new hires from a financial perspective
- Development and implementation of reports which communicate financial and operational metrics and analytics

Accounting

- Responsible for accrual accounting, cash accounting, nonprofit fund accounting, departmental allocations, balance sheet reconciliations
- Manages chart of accounts, audit requirements, auditor relationship

Cash Management

- Preparation and updating of cash forecasts
- Provide daily monitoring of funds available versus funds required with related communication and reporting

Compliance

- Complete IRS form 990
- Complete state level solicitation registrations
- Handle payroll and sales tax

Payroll

- Process semimonthly payroll, including benefits deductions, withholding, confirmation of remittance, W4/W2

Payables

- Interface with credit cards and bank accounts
- Process check runs, electronic payments and W9/1099

Systems and Process

- Design cross-functional processes
- Perform process control and improvement
- Manage system interfaces

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

MINIMUM QUALIFICATIONS:

- Passionately aligned with the mission and vision of Human Coalition
- Strong knowledge of GAAP requirements particularly as they relate to the nonprofit space
- Strong knowledge of nonprofit compliance, particularly form 990
- Excellent oral and written communication skills
- Ability to manage multiple projects at one time, handling competing priorities in a growing organization
- Ability to lead others in a multi-functional environment
- Ability to interface with people at all levels of the organization, including those without a financial background

- Skills in anticipating and identifying areas of risk, analyzing and interpreting financial and operational data, and organizing work tasks and process flows

SUPERVISORY RESPONSIBILITY:

- Staff Accountant
- Senior Finance Manager
- Receptionist
- Senior Director of Human Resources

EDUCATION AND EXPERIENCE:

- Bachelor’s degree required; master’s degree and/or certification (CPA, CMA, CFA, etc.,) preferred
- Mastery of cloud-based accounting systems, preferably at the multi-entity level involving accounting consolidation activities
- Mastery of MS Excel
- Significant experience with payroll systems
- Experience with Financial Audit processes and requirements
- Experience and comfort interfacing with C-level leaders
- Demonstrated experience managing financial and accounting functions in a multi-entity, multifunction organization

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OTHER DUTIES:

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FORM H: PROJECT WORK PLAN (Includes Executive Summary)



Legal Business **Name of Applicant:** Human Coalition

1. Provide a one-page high-level summary describing the applicant's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant. (maximum 1 page).

Human Coalition purposes to meet the program's requirements in three ways: (1) by providing expanded services and capacity to serve program clients through its existing Dallas-area women's care clinic and mobile clinic; (2) by scaling its replicable methodology to open additional lifeaffirming clinics in the state's major metropolitan areas according to an achievable, agreed-on timeline; (3) and by deploying a border-to-border virtual women's care clinic to give access to care to clients across the state who live in underserved areas or who are unable to visit Human Coalition's or another provider's physical location.

Human Coalition has developed a replicable and scalable client-services methodology that incorporates all program requirements—from counseling to case management to continuity of care—and successfully implemented it across multiple life-affirming clinics in different states. Through its experience opening and centrally, efficiently managing these clinics, it has developed effective processes to attract clients; train, manage and develop staff; and ensure clients receive consistent, effective, compassionate, high-quality care. All initial client services are provided through professional staff that Human Coalition pays, trains, and manages.

The work outlined in this proposal will play a critical role in furthering the program's goal of reducing abortions because, through its targeted outreach strategies, Human Coalition reaches an underserved group of Texas women—those who are most likely to obtain an abortion. In Human Coalition's experience, many of these clients are in great need of holistic care to address complex social and economic difficulties, but few are aware of the services of existing providers. Nationally, this segment of the population accounted for less than 9.5% of clients seen by lifeaffirming pregnancy centers in 2017 (according to public industry data).² By contrast, 95.6% of Human Coalition clients stated they were inclined to seek an abortion, with most of the remainder saying they were considering abortion but were undecided.

Human Coalition's services are tested and optimized to accomplish the goals of improving pregnancy outcomes, improving child health and development, and fostering families' economic

² The majority of life-affirming pregnancy centers in the country utilize a customer relationship management tool developed by eKyros.com. That company publishes aggregate data from all clinics that use its application. In 2017, those clinics served 331,169 clients, and 31,434 were classified as "abortion minded," which is an industry term indicating the center believes the client was in some way considering abortion. See <http://ekyros.com/Pub/DesktopModules/ekyros/ViewStats.aspx?ItemId=16&mid=89&tabid=16>.

self-sufficiency. Human Coalition helps clients access Medicaid and other state and federal benefits programs, gives them prenatal vitamins, and provides referrals to trusted doctors and clinics. Human Coalition has also implemented an extensive post-visit follow up system through which caregivers make sure clients are able to access needed medical care and identify any subsequent obstacles clients encounter. And through its Continuum of Care program, Human Coalition provides case management services to coordinate emergency assistance, refer clients to appropriate health and human services programs, and develop a network of long-term support.

2. Applicant must provide a narrative description of how it plans to achieve the A2A program's goals (maximum 18 pages). The narrative description, as referenced in Article 2 – Scope of Work, must include how the Applicant will meet the following requirements:

Dallas Women's Care Clinic—Under this proposal, Human Coalition will increase the number of program clients at its Grapevine Women's Clinic and its Dallas-area Women's Mobile Clinic. These locations are already providing the services required of the program to DFW women. With support for additional staff and resources, Human Coalition will serve more program clients, substantially increasing the number of Texas women it supports both before and after birth.

Further, the program will allow Human Coalition to meaningfully expand its services. Because space in the Continuum of Care program is limited, Human Coalition currently offers those services only to those in the greatest need. Under this proposal, Human Coalition will extend its Continuum of Care resources—including case management, mentoring, and referrals—to all program clients. Moreover, it will hire additional staff to provide STD and anemia testing, which will help clients identify potential medical issues affecting their pregnancy, enabling caregivers to make timely referrals and, ultimately, leading to healthier pregnancy outcomes.

The program will also allow Human Coalition to hire staff to enhance decision support services and counseling to babies' biological fathers. Human Coalition's internal studies have demonstrated that the attitude of a biological father regarding the pregnancy—whether a father intends and is able to support the baby and mother post-birth—is a powerful variable affecting a woman's pregnancy decision. The proposal will support the hiring of staff especially to support biological fathers. Counselors will work with fathers to address perceived obstacles to parenthood and enhance bonding with the preborn child, increasing the likelihood of paternal bonding and stable family formation. And through the Continuum of Care program, staff will enhance fathers' abilities to provide financial support for their children and ultimately help the family become self-sufficient.

Human Coalition will serve program clients through its brick-and-mortar location and through its mobile care clinic. Mobile care clinics are built on a Freightliner chassis and provide separate counseling and exam rooms, allowing staff to serve multiple clients simultaneously. And because they are mobile, Human Coalition can deploy the units to multiple underserved areas within each market. Human Coalition has operated such clinics in three of its markets and knows how to operate them to serve clients as effectively as at its physical locations. Human Coalition provides the counseling, pregnancy confirmation, and pregnancy information portions of the program

through this mobile clinic, and refers clients to Continuum of Care services, classes, and all other program services available through its physical office.

Additional Life-affirming Women’s Care Clinics—Coalition owns and operates seven lifeaffirming women’s care clinics, and it is in due diligence with additional clinics to grow its network to 12 locations by July 2018. This network of specialized, holistic care providers is providing transformative care to pregnant women and becoming increasingly effective at rescuing children from abortion while helping move women from dependence to independence. Through operating its clinics, Human Coalition has substantial and professional experience with every aspect of operating a women’s care clinic—from clinic build-out to hiring staff to training to program implementation to marketing to developing local resources to performance management. Similar to a chain restaurant or retail store, Human Coalition has designed comprehensive standard operating procedures for its client services program, and its management team has experience in centrally managing multiple women’s care clinics. Human Coalition has created a proven methodology for an effective women’s clinic that is scalable and replicable to serve Texas’ interests by further replicating their successful network across the state.

In Texas, 80% of abortions are performed on clients residing in the Dallas/Ft. Worth, Houston, San Antonio, and Austin metropolitan areas. Focusing operations in these cities will most quickly and efficiently reduce abortions and promote healthy childbirths.

Under the proposal, Human Coalition will expand its existing network by opening up three lifeaffirming, holistic clinics in these metropolitan areas over a 12-month period. These clinics will utilize the scalable, replicable method Human Coalition has honed across its existing national clinic network to provide all required program services through each location. The program budget would support one new brick-and-mortar clinic and two mobile clinics in these target markets.

Human Coalition plans to add the brick-and-mortar clinic through the acquisition of an existing clinic location. Human Coalition has successfully acquired seven clinic locations, it is in the process of adding five clinics in other states by July 2018, and several life-affirming centers in Texas have expressed an interest in becoming part of Human Coalition. For two clinics, it will utilize mobile units in conjunction with physical office space. It will lease and deploy additional mobile units like the one it operates in the Dallas area. Through these mobile clinics, it will provide the counseling, pregnancy confirmation, and pregnancy information portions of the program, and it will provide the remainder of services (including case management, material assistance, and classes) through office space it leases in the markets.

Human Coalition has substantial experience in marketing outreach—the process of identifying and reaching women in high-risk situations. Human Coalition fully supports its own network of lifeaffirming women’s care clinics with these services, in addition to supporting over 33 pregnancy resource center locations across the country. Human Coalition has provided marketing outreach support to these keys markers and across Texas, including, Dallas, Ft. Worth, San Antonio, Houston and West Texas. Because Human Coalition has specialized in using marketing outreach to form relationships with at-risk women for almost a decade, it has a track record of success in increasing the number of abortion-determined clients seen at both Human Coalition women’s care clinics and pregnancy resource centers.

Human Coalition has a proven history of successful expansions. As an example, Human Coalition acquired a pregnancy resource center in Downtown Atlanta in December 2016 and converted it to a women's care clinic, hiring a new clinic manager, training its staff, and moving its location. During 2017, that clinic served 485% more abortion-determined clients than it had in its last year as an independent clinic while improving effectiveness serving those clients by 308%.

Human Coalition is expanding its network of life-affirming women's care clinics nationally, and has a strong desire to do so in its home state of Texas. Because all of its clinics have seen remarkable increase in the number of children rescued, women served, and lives transformed, it seeks to help the state make a profound difference in birth rate and successful womencare.

Virtual Women's Care Clinic—The Commission has stated its goal is to maximize access to program services for women across the state. For remote counties with sparse population, it is difficult to serve at-risk women there effectively with physical locations and on-site services.

To effectively address these needs, Human Coalition will combine its experience providing counseling and case management services with its experience managing the technology and staff of a contact center to create and operate a virtual women's care clinic to provide services remotely to clients from across the state. Under this program, nursing staff will provide eligible clients comprehensive health- and pregnancy-related information and counseling regarding childbirth, parenting, abortion options, and adoption. Staff will also provide case management, referrals, and other Continuum of Care services via tele- or videoconference. Staff will use digital and traditional delivery systems to provide clients with educational literature and material items, and they will provide parenting and childbirth classes through tele- and videoconference.

The virtual women's care clinic will utilize the same direct-to-client marketing process as Human Coalition's physical locations, allowing Human Coalition to cast a broad net to reach potential clients in every county across the state. Human Coalition has extensive experience operating both inbound and outbound contact centers, and its relevant managers have a combined 15 years of experience managing such centers in the for-profit sector. Using its existing client management system and a best-in-class telehealth video system, Human Coalition will provide counseling, medical information, referrals, mentoring, classes and case management services to clients across the state. Similar to its physical locations, Human Coalition will provide robust reporting on the effectiveness of this virtual program.

Because of its benefits to the population, a number of established companies and startups are providing mental health services and counseling remotely utilizing smartphones, computers, and network technologies. These companies have found that the provision of these services offers convenience, affordability, and remote access, enabling the providers to serve individuals who live far from services or who are prevented from accessing services because of a life situation or disability. And because clients do not risk being seen entering a physical location, remote counseling helps negate concerns of social stigma for accessing services.

The virtual women’s care clinic will provide effective statewide coverage for the program, grant access to Texans in underserved communities, give Texas insight into the needs of its citizens, and achieve program goals in a cost-efficient manner.

a. **2.1.0: Specified A2A Client Services**

Human Coalition understands that the challenges that drive a woman to contemplate an abortion do not go away simply because she has a positive counseling experience and emotionally decides to continue her pregnancy. The obstacles that are present before a client’s pregnancy await her when she leaves the life-affirming clinic. Meaningful change requires a sustained, holistic effort by experienced staff. Every day at its women’s care clinics across the country, Human Coalition provides opportunities for long-term support to clients who fear they have no choice but abortion.

As explained below, Human Coalition already has considerable experience providing the services supported by the state’s program. Because it owns and operates its own national network of clinics whose success is dependent on client satisfaction, Human Coalition can ensure a high quality of services for this program. In particular, through its Continuum of Care program, Human Coalition has extensive experience providing the case management and referrals that have been added to the program this year.

b. **2.5.0: Program Operation Services**

Human Coalition provides all the services listed in Section 2.5 through its women’s care clinics, and under the program, it will continue to provide those services to eligible clients through its existing women’s care clinic, its expanded women’s care clinics, and its virtual women’s care clinic.

Under the program (as currently), all marketing will channel clients to Human Coalition’s contact center, where staff experienced in communicating with women and men in crisis explain Human Coalition’s services. Agents utilize an experience-tested discussion format, ensuring that prospective clients are provided with consistent, accurate information about the services provided at the clinics.

Human Coalition provides parenting information, counseling, consultations on abortion options, and educational materials through its initial crisis counseling. At its physical clinics, where almost all clients are initially inclined towards abortion, Human Coalition utilizes free pregnancy tests and ultrasounds both as a valuable service with which to attract clients and as critical components of helping its abortion-determined clients fully understand their pregnancy in order to make an informed decision regarding it.³ Human Coalition further provides mentoring, case management, and referrals through its Continuum of Care program. It also provides parenting classes and material goods through its clinics.

³ Conversely, clients at its virtual women’s care clinic will almost uniformly be families that intend to continue their pregnancy, so the absence of an ultrasound will not prevent Human Coalition from providing program services.

c. 2.5.1: Network of Service Providers

While Human Coalition has worked with dozens of independent life-affirming centers across the country, it will provide program services through clinics it operates in Dallas, other major Texas metropolitan areas, and virtually. By providing services directly through clinics it owns and operates, Human Coalition can manage caregivers closely, observe patterns and trends in client needs, and gather reliable data to test and optimize the quality of its services. Texas clinics will benefit from what Human Coalition learns in other states, as will independent pregnancy centers that wish to learn from this program. And directly providing services ensures data integrity and completeness, as Human Coalition uses clinic data to assess the efficacy of its programs and does not need to rely on third-parties to provide reporting.

Human Coalition meets all the criteria of 2.5.1: it is a nonprofit, has more than a year of experience providing core program services, understands and can connect clients to Commission programs, has promoting childbirth as a fundamental part of its mission, has adequate space to ensure confidential counseling, and does not charge for its services. Initial client intake is performed through its contact center, where agents utilize a script to explain Human Coalition's services, take information from the clients, and set appointments. Human Coalition offers each client the opportunity to take an exit survey after their initial visit, giving clients the opportunity to review their experience, state whether they would recommend the clinic to their friends, and provide feedback on services. In exit surveys, 97% of Human Coalition clients state they are likely to refer a friend to it, and 98.8% report they feel genuinely cared for by clinic staff. Human Coalition also provides clients information on how to submit complaints about service.

Human Coalition's centralized operation also provides important efficiencies for its women's care clinics. Because its main office in Plano, TX handles all legal, accounting, finance, HR, marketing, payroll, government relations, systems and data management, and public relations, its women's care clinics can focus on caring for clients and developing community relationships. Not only is this operation efficient from a financial standpoint, it has also demonstrably resulted in an increase in babies rescued and clients served.

d. 2.5.2: Statewide Counties and Benchmarks

Human Coalition provides marketing outreach and serves women through its Grapevine and mobile clinics in Tarrant, Dallas, Denton, and Collin counties, and the bulk of its clients came from those counties. Historically, it has also served clients from Johnson, Parker, Grayson, Ochiltree, Potter, Lubbock, Wilbarger, Wichita, Fannin, Bowie, Hopkins, Wood, Rockwall, Kaufman, Ellis, Henderson, Anderson, McLennan, Erath, Hood, Wise, Runnels, Bexar, and Harris counties.

Under the program, Human Coalition will serve program participants from across the state. Human Coalition will continue to serve an increased number of clients from Tarrant, Dallas, Denton, Collin, and surrounding counties through its existing clinics. It will also locate up to three additional clinics in a combination of Dallas/Ft. Worth, Houston, San Antonio, and Austin. Through these clinics it will serve clients from surrounding counties. And through its virtual

women's care clinic, Human Coalition will market to and serve clients in need from any county in the state. Human Coalition proposes to provide the following services according to the following timelines:

Human Coalition will begin providing program services to program clients through its existing Dallas-area women's care clinic and mobile clinic beginning on the contract start date.

For the virtual women's care clinic, Human Coalition will on the contract start date begin to build out and integrate all necessary systems, including client management and telehealth and build a database of local medical and social service providers in the state's principal cities. It will begin hiring and training staff for the virtual clinic two months after the contract start date. And it will initially deploy the virtual women's care clinic three months after the contract start date.

For the acquired brick-and-mortar clinic, Human Coalition will begin the acquisition process immediately after execution of the contract, and it will begin training staff as soon as all applicable transaction documents are approved and executed. The training and onboarding process is normally completed within four to six weeks of the acquisition. Human Coalition anticipates onboarding to be complete and the newly-acquired clinic ready to begin serving program clients at four months after the contract start date.

Human Coalition will deploy the two mobile clinics to new markets at seven and ten months after the contract start date. On the contract date, it will order delivery of additional mobile units. It will locate local office space and hire local personnel sufficiently in advance of unit completion to enable it to begin seeing clients when the units are completed and deployed.

Human Coalition will begin design and construction of its Continuum of Care app (described below) beginning on the contract start date and complete the build and design process within 24 weeks.

e. 2.5.3: Provide Orientation and Training

Human Coalition's staff, both new and existing, already receive regular, accountable training and orientation. All staff involved in performance of this program will receive an orientation consisting of a detailed description of the program, its objectives, and all applicable contract guidelines, and they will receive detailed instructions on program record-keeping requirements, eligibility criteria, and procedures for verifying eligibility. Staff currently receive training on HIPAA requirements. Human Coalition's General Counsel will develop project guidelines and training on obligations and restrictions related to accepting public funds and the TANF program's Charitable Choice Provisions. Continuum of Care staff will also receive training program offerings and eligibility criteria for the state and federal programs listed in Section 2.5.3.

f. 2.5.4: Program Monitoring

Human Coalition monitors program services through multiple management dashboards that contain dozens of key performance indicators on its marketing program, contact center, women's care clinics, and Continuum of Care program. The process for this program monitoring is set out in the response to Question 3 below.

g. 2.5.5: Program Database

Human Coalition has developed or adopted a suite of best-in-class software platforms to support its life-affirming women's care clinics and its relationship with over 30 pro-life pregnancy centers. Though it employs various systems, Human Coalition's technology integrations are centered on Salesforce, a worldwide customer relationship management system used by some of the largest for-profit companies in the world. This database allows Human Coalition to input, securely store, and analyze data from the components of Human Coalition's operations.

Additionally, Human Coalition employs a team of software developers and analysts who daily work on its systems. Working in conjunction with legal, accounting, and HR, Human Coalition's systems team tests and adds new features, maintains compliance, and provides technical support to its clinics.

h. 2.6.0: Development of a work plan for client services:

Human Coalition's plan to develop a network of wholly-owned and operated clinics, ensure sufficient coverage, provide initial and ongoing training and maintenance, and oversee providers, is set out above and below.

Human Coalition already employs across all departments accounting codes for its various locations, expenses, program purposes, and types of expenses. Human Coalition will ensure a separation of responsibilities and transparent financial management by utilizing this accounting system to segregate expenses related to program services from expenses related to other nonprogram functions.

i. 2.6.1: Mentoring and Case Management

Human Coalition has developed, implemented, and grown its Continuum of Care program to provide one-on-one client case management and mentoring. The Continuum of Care program establishes a critical bridge for clients to community services that can enable a client to be both an effective parent and a self-sustaining citizen. The Continuum of Care is popular with clients who choose to participate—one client recently named her child after her care coordinator.

This model of care has four advantages. First, clients' various challenges tend to exacerbate each other, and by coordinating care, clients can address multiple problems holistically. Second, the care program provides an expert advocate to navigate program requirements and assist clients in obtaining care they would not otherwise be capable of accessing. Third, it utilizes state, federal, and private programs already existing in a community. And fourth, it allows the caregiver to

identify the best-in-class services in an area in order to make a personal connection between the client and the partner care providers.

Human Coalition has observed that the mentoring and case management required by the programs dramatically promotes childbirth. It has observed that clients entering its Continuum of Care program are 76% more likely to continue their pregnancy as compared to those clients who did not participate.

The Continuum of Care program provides all the services and referrals required under Section 2.6.1. Through this proposal, Human Coalition will extend these services to more eligible Texans.

The proposal will also support the creation of a Continuum of Care mobile app to serve as a portal for communication between Continuum of Care clients and Human Coalition caregivers. Many clients have unstable access to communications services; through unique usernames, clients will be able to continuously access care-related communications. Human Coalition will be able to post referral information, directions, contact information, and userexperience surveys to clients through the app. The app will allow Human Coalition to send push notices of critical deadlines and other reminders. And the app will provide clients a checklist of upcoming tasks that are part of their case management care plan. Through this checklist, Human Coalition can provide the state data on clients' utilization of referral resources and other related information demonstrating the benefit of the program.

j. 2.6.2: Non-Medical Goods and Services

Human Coalition provides maternity clothing, diapers, wipes, car seats, strollers, baby clothing, formula, and baby toys to clients. Under the program, Human Coalition will provide these goods in person at its physical location and by mail to clients of its virtual clinic.

k. 2.6.3: Classes

Human Coalition already provides parenting classes in its clinics. Under the program, Human Coalition will provide parenting classes addressing the subjects listed in Section 2.6.3.

l. 2.6.4: Employment Assistance and Professional Development

Where appropriate, Human Coalition assists clients in building a resume, job searching, and job placement. Since inception, 65.4% of Continuum of Care clients have needed some assistance related to employment. Human Coalition coaches clients on interview skills and connects clients to a non-profit that can provide interview clothing. It will provide these services under the program.

m. 2.6.5: Housing

While Human Coalition does not directly provide housing, it maintains relationships with multiple maternity homes and crisis housing shelters, and it works with clients to secure housing at these locations. Human Coalition will continue to provide these services under the program.

n. 2.6.9 Decision Support Services

Human Coalition provides decision counseling to clients by providing accurate information on pregnancy, fetal development, and general health. For clients considering abortion, caregivers will provide neutral, non-manipulative information on different abortion procedures, risks, and possible side effects. Particularly for first-time parents, caregivers will also provide information on parenting and address any fears or misperceptions clients may have. Caregivers also provide information on the adoption process and offer to connect clients to adoption agencies. This counseling is available for both pregnant women as well as the biological father of the preborn babies. Human Coalition has also observed that for many clients, their families and close friends play a key role in the client's decision-making process. According, such support persons may join clients for this counseling.

All initial counseling and case management services are provided by Human Coalition staff. Client service staff receive extensive initial orientation and training on how to counsel and serve clients, utilize Human Coalition's Decision Guide, and address client needs. Human Coalition provides mentoring for certain clients through the Continuum of Care program. Before they work with clients, Human Coalition performs a background check on these volunteers and gives them extensive training about how to mentor clients, how to respond to typical client needs, and techniques of avoiding enabling clients and encouraging independence and selfsufficiency.

o. 2.7.1: Monthly Reports

Human Coalition already operates on a large array of monthly reports, primarily developed and provided through Salesforce with respect to client information and through Sage Intacct for financial information. These reports cover virtually every department and function, because Human Coalition operates on a benchmarking and goal system that requires accurate and timely reporting.

If reports are required for the state in addition to what Human Coalition already utilizes internally, our internal systems team will take the time and resources necessary to develop and provide those reports.

p. 2.7.2: Annual Reports

The same is true for annual reports as for monthly reports. Please see 2.7.1

3. Describe Applicant's plans to monitor its clinics or network of clinics. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).

Human Coalition will directly control every aspect of the client experience. Under the program, Human Coalition will provide program services to clients at and through clinics it owns and operates and by staff it employs. Human Coalition tracks dozens of data points for each client visit and follows up extensively with clients throughout their pregnancy, giving Human Coalition realtime insight into client experiences and the quality and efficacy of its services. And because it directly employs the caregivers, it can use this data to train and coach staff and shape and guide its programs.

A client's first contact with Human Coalition is through its contact center. Human Coalition monitors the quality of care and effectiveness of the contact center in several ways. All inbound calls are recorded and reviewed by a team of call taggers, who analyze the call for several data points, perform quality control, and flag any concerns. The contact center manager, who previously managed contact centers for a major national telecommunications company, reviews calls for each agent on a regular basis. The manager and the lead agent meet weekly with each agent for coaching sessions in which the manager will review several calls and identify points of improvement.

Because the contact center records calls, Human Coalition is able to regularly review over a dozen key performance indicators regarding the contact center, including drop rate, hold times, handle times, the percentage of calls answered, the percentage of calls for which an appointment is set, and the percentage of calls for which an appointment is kept. Human Coalition also regularly monitors the expenses and cost effectiveness of the contact center, including calls per hour, cost per appointment kept, cost per life decision, and cost per call. All these stats are reported on a dashboard available to the contact center manager and other Human Coalition executives, and Human Coalition's Executive Vice President meets weekly with the contact center manager to discuss the center's performance.

Human Coalition also closely monitors the services provided at its clinics. Each clinic director regularly shadows client service staff in appointments, allowing the director to identify strengths and training needs. The clinic director also regularly reviews client files, ensuring staff are properly completing all aspects of client appointments and recording all necessary data. The clinic director also ensures caregivers complete post-visit follow up and verifies clients' ultimate decisions. In 2017, Human Coalition staff verified the ultimate pregnancy decision of 97% clients (as compared to 74% for the independent life-affirming centers for which Human Coalition provides marketing). Human Coalition's client database provides a suite of key performance indicators, such as clients' life decision rate, for each caregiver. In Human Coalition's experience, inattention to completing documentation and low success rates are good indicators of a low quality of caregiver performance. The clinic director meets monthly with each caregiver to review shadowing observations and key metrics.

The clinic manager meets weekly with Human Coalition's National Director of Client Services, who is ultimately responsible for clinic performance, to review clinic performance numbers and

address issues with any individual caregiver. If they identify a deficiency in any individual caregiver, the two will design a performance improvement plan to address any deficiency. Because of the importance of the work, Human Coalition will terminate the employment of a caregiver who is unable to provide a high quality of care.

The Executive Vice President meets weekly with the National Director of Client Services to review the performance of each clinic and address any specific issues with individual clients or individual caregivers. The Executive Vice President also meets monthly with clinic directors and all clinic staff to review specific issues, reinforce key initiatives, address broader strategic issues.

The clinic director, National Director of Client Services, and Executive Vice President rely on a performance dashboard of key metrics for each clinic. The dashboard includes metrics on performance (such as life decision rate), data quality (such as outcome verification rate), and performance to budget. Managers also use the performance dashboard to monitor the cost effectiveness of clinic performance; key metrics include ratios of client staff hours to client hours, clinic open hours to number of clients, clinic open hours to client hours, clinic cost to life decisions, clinic cost to appointments kept, and clinic cost to clients seen.

Clients are provided information on how they may lodge complaints about their service. If a client logs a complaint, the clinic director will notify the National Director of Client Services immediately and will then meet with the staffer. If the complaint identifies a deficiency or mistake, the clinic director and the organization's human relations director will place the caregiver on a performance improvement plan or take any other disciplinary action necessary, up to and including termination.

Human Coalition also provides clients with the opportunity to take an exit survey to provide them the opportunity to raise any comments or concerns and to provide anonymous, objective feedback on their clinic experience. During the last year, over 52% of respondents indicated they were still inclined to obtain an abortion after their visit, yet over 98% of respondents agreed or strongly agreed that their caregiver cared about their needs, that they felt comfortable talking to their caregiver about personal issues, that their caregiver respected them, that they received all information they needed to make an informed decision about their pregnancy, and that they would recommend the clinic to a friend or family member.

Human Coalition will maintain its current monitoring system and implement it at any new clinics opened to provide program services.

4. Applicant's response must not exceed 23 pages.

FORM I: COMMUNICATION AND OUTREACH PLAN

Legal Business Name



of Applicant: Human Coalition

Clinic sites where clients are served **must** develop and implement an annual plan to provide county education and program promotion to:

- Inform the public of its purpose and services;
- Enhance county understanding of its objectives;
- Disseminate HHSC healthcare services information for pregnant women to access healthcare
- Enlist county support; and
- Recruit potential clients for the A2A program.

The Communication and Outreach Plan must:

1. Describe Applicant's A2A program promotion/education/Outreach plan for the contract period March 1, 2018 through August 31, 2019.

Human Coalition was founded nearly 10 years ago to provide marketing outreach for lifeaffirming clinics that serve women experiencing crisis pregnancies. In particular, Human Coalition sought to connect clinics to women who were actively considering abortion, an underserved sub-segment with higher-than-normal needs and that was generally unaware of the availability of the services offered by these clinics. Because the intended clientele of these clinics is a very specific, narrow segment, traditional marketing techniques—which broadcast a message to a wide audience mostly full of individuals who have no pregnancy support needs—are not cost effective. To serve its pregnancy center partners, Human Coalition developed and nationally deployed targeted marketing outreach methods.

Having performed marketing outreach for dozens of life-affirming organizations around Texas and across the country, Human Coalition knows how to reach individuals eligible for program services. As an example, Human Coalition acquired an Atlanta-area clinic in December 2016. Over the course of 2017, Human Coalition it increased clinic visits by 308% the sub-segment it seeks to service.

Human Coalition will deploy a comprehensive marketing plan to inform the community of its services and connect to individual women and men who would be served by program services. *Program specific website*—The program-specific website will consist of pages giving information on the mission of the program, services offered, eligibility, testimonials of care received, privacy practices, and the ability to view or download "A Woman's Right to Know." The homepage of the site will have a clear call-to-action of either calling or using online chat to engage with one of Human Coalition's contact center specialists. Human Coalition will commence building the program-specific site on the contract start date with anticipated delivery within 90 days.

Digital advertising—Having offered over 10 million ads through search engine platforms, Human Coalition has found that search engine marketing (SEM) is an extremely cost-effective way of reaching women currently experiencing a crisis pregnancy who may be interested in the services the organization provides. Search engines let users describe what services they are considering or in need of. Human Coalition’s SEM ads describe available services and invite potential clients to set up, through either a phone call or online chat, an appointment at a nearby clinic to assist them with helpful services.

Human Coalition has a deep understanding of this method of advertising learned over a decade of experience and through countless tests. Human Coalition’s Salesforce customer relationship management database combines information from ads with call data and ultimate client experience so Human Coalition can carefully measure the benefit of even minor variations in its ad copy.

With such high ad volume, Human Coalition has been able to accelerate the pace of discovery and innovation through extensive testing. By understanding search engine algorithms and the interplay of keywords and each ad component (ad copy and landing pages), Human Coalition in 2015 adjusted ad copy and landing page content to reduce cost-per-click by over 30% and increase clickthrough rate by over 30%, all while retaining top ad position on the same keywords. As a result, Human Coalition was able to use the same marketing budget to see even more clients.

Comprehensive women’s health informational website—Human Coalition will develop a women’s health information site as a portal through which to connect to clients. Because the webpages of pregnancy care organizations typically only contain limited information regarding the organizations’ services, those pages will rarely be returned in Internet search results unless the individual is specifically searching for that specific organization or those specific services. Yet Human Coalition has observed that few pregnant women are aware of these services or these clinics, so they are unlikely to learn about the services from the organizations’ websites.

Human Coalition proposes to build a website providing accurate, helpful, and understandable information about a wide range of women’s health and pregnancy-related issues. By leveraging a holistic women’s health resource online from a trusted brand, the site will serve as a reliable online resource that provides valuable women’s health information, trustworthy recommendations for managing and maintaining health, and appropriate support to women who seek information. This resource will be committed to purposely improving information and tools on the site and publishing regular content and services to improve women’s health in a meaningful and practical way.

By providing more robust and widely-usable information, this website will be useful to—and therefore be seen by—more people. This higher volume of site traffic will improve Search Engine

Results Page rankings. Human Coalition will regularly develop new content for the website in order to maintain and improve these rankings.

Through pregnancy-specific pages on the site, Human Coalition can advertise program services directly to clients who may be interested in (but otherwise unaware) of them. By covering a wide range of health topics—from breast cancer to depression to infertility—this website will leverage the pregnancy-related page of the site to then generate traffic to Human Coalition’s contact center and, ultimately, its women’s care clinics.

Out-of-Home (OOH) advertising—Traditional offline media channels for advertising—such as TV and radio spots and billboards—are expensive for dense metropolitan populations. For instance, a billboard in a high-traffic area in a major city will cost \$400,000 to \$500,000 annually. Because such ads will be seen mostly by individuals who need no pregnancy support services, the advertising is inefficient for services such as those offered by the program.

Instead of such untargeted marketing, Human Coalition proposes deploying mobile billboards in discrete areas of its operating markets. Human Coalition has overlaid Texas abortion data with census data to estimate areas of the state in which with the highest density of potential program participants likely reside. Combining this data with Human Coalition’s technology, Human Coalition can design optimized routes to maximize the percentage of ad impressions to women experiencing a crisis pregnancy. In addition to being more targeted, mobile billboards are less expensive. The cost of operating such billboards during peak business hours is 25% of the cost of static billboards.

2. Describe Applicant’s county education/A2A program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the county.

Qualitative evidence indicates that many women who experience an unplanned pregnancy learn of the pregnancy during an emergency room visit to address symptoms of early pregnancy. By leveraging partnerships with emergency rooms, emergency room medical staffing companies, and obstetricians, Human Coalition can equip supportive doctors with tested print materials (trifold wallet cards, brochures, etc.) to notify potential clients in need of program services and increase increasing program awareness. This collateral would contain a local proxy number that would

connect to Human Coalition’s contact center, where callers could learn more about services and schedule appointments.

Human Coalition also maintains relationships with numerous civic organizations. In the DallasFort Worth area alone, it has a relationship with 98 houses of worship, and through its Continuum of Care program, it is in contact with dozens of local service organizations. Human Coalition will send packages explaining program services and providing the same print materials provided to emergency rooms to local churches, shelters, food pantries, schools, colleges, lowincome health clinics, and other service organizations. To support this outreach, it will also hold quarterly webinars so interested community stakeholders can learn about program services.

Applicant must also attach a calendar of the proposed county education/A2A program promotion for the contract period (March 15, 2018 through August 31, 2019). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form I-1: Communication and Education Outreach Calendar**".

Introduction to Program Services--Virtual presentation by Lori Szala, National Clinic Services Director on April 2, 2018, July 2, 2018, October 1, 2018, January 7, 2019, April 1, 2019, and July 1, 2019.

Human Coalition will schedule additional outreach webinars and in-person meetings as opportunities and demand arise.

FORM J: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITE READINESS CHECKLIST

Legal Business Name: Human Coalition

Clinic Name Grapevine Women’s Clinic

Clinic Address 2401 Ira E Woods Ave. Grapevine, TX 76051

Complete one form for every clinic site that will provide A2A program Services funded through this RFA
Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	x	<input type="checkbox"/>
Is there adequate space for clinical and administrative staff?	x	<input type="checkbox"/>
Are the required HHSC healthcare services information available on-site?	x	<input type="checkbox"/>
Is there locked storage to protect confidential medical records, medications, and medical supplies?	x	<input type="checkbox"/>
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	x	<input type="checkbox"/>
Is the clinic site geographically close to the target population?	x	<input type="checkbox"/>
Are the clinic site appointment hours convenient enough to meet the clients' needs?	x	<input type="checkbox"/>
Does the clinic site have clean exam rooms where services are delivered?	x	<input type="checkbox"/>
Does the clinic site have adequate space for Client intake?	x	<input type="checkbox"/>
Does the clinic site have adequate space for Clients to wait for their appointments?	x	<input type="checkbox"/>
Is there appropriate resources for and use of interpreter services and language translation?	x	<input type="checkbox"/>
Does the clinic site have financial management systems that include secure data storage?	x	<input type="checkbox"/>
Are there appropriate emergency policies, procedures, and supplies, as applicable?	x	<input type="checkbox"/>
If any of the above requirements are not currently in place, can they be in place by the contract award date?	x	<input type="checkbox"/>

If you marked No for any of the above please explain:

FORM J-1: ALTERNATIVES TO ABORTION PROGRAM CLINIC SITES AND HOURS

Legal Business Name: Human Coalition

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide A2A program services funded under this RFA.

Clinic Name: Grapevine Women’s Clinic			
Street Address: 2401 Ira E Woods Ave.			Suite: 300
City: Grapevine	County: Tarrant	Zip Code: 76501	HSR:
Clinic APPOINTMENT Phone #: 817-200-4396			
Clinic PRIMARY Phone #: 817-310-0220		Fax:	
Service Area (counties to be served by this clinic site): Primary service area: Dallas, Tarrant, Denton, and Collin counties.			
Contact Person: Rebekah McClure			
Provider Site:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Mobile Site:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9am					6pm
TUESDAY	10am					6pm

WEDNESDAY	10am					6pm
THURSDAY	10m			4pm		
FRIDAY	9am			3pm		
SATURDAY						
SUNDAY						

FORM K: STAFF DEVELOPMENT PLAN

Legal Business Name of Applicant:

Human Coalition

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide A2A services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

Dr. Scott French, National Medical Director—Dr. French (MBA, MD) is a Fellow of the American College of Emergency Physicians and is licensed to practice medicine in Idaho, Hawaii, California and Washington. Dr. French has a diverse, decades-long experience that includes private practice, practice of emergency medicine, management of physicians and physicians groups, insurance and HMO management, and medical education.

Ben Matthews, Executive Vice President (BS, Business Management and Marketing)—Mr. Matthews has over 16 years of corporate operations, marketing, and business development experience in the private sector. He has also worked and consulted with some of the largest ministries in the country, including Focus on the Family, Thomas Nelson Publishers, and the Billy Graham Evangelistic Association. Mr. Matthews joined Human Coalition in 2013 as Vice President of Client Services and became Executive Vice President in 2017. Mr. Matthews currently oversees Human Coalition’s Program, Development, and Core Services divisions.

Corey Ellis, Human Resources Director (MS, Human Resource Management)—Ms. Ellis has over 10 years of human resources experience, focusing on operational support, talent management, and strategic planning. Prior to joining Human Coalition in 2015, she was a human resources executive for a startup financial services company, which was named to the *Inc.* 500 of the nation’s fastestgrowing private companies.



Barry Moerschell, General Counsel (JD)—Mr. Moerschell has been a practicing attorney in Texas for over 17 years. He is experienced in diverse areas of legal practice, including contracts, compliance, corporate governance, strategy development and implementation, policies and procedures, and general corporate matters. Mr. Moerschell has been with Human Coalition since 2013.

Lori Szala, National Director of Client Services—Ms. Szala has over 18 years of experience working with pregnancy resource centers and women’s care clinics. Under Ms. Szala’s leadership, Human Coalition’s Women’s Care Clinic of Pittsburgh (formerly called Pregnancy Resource Center of the South Hills) was awarded the Presidential Volunteer Service Award in 2008 and the Small Nonprofit of the Year Award in 2013. In 2014, Ms. Szala spearheaded the center’s efforts to join Human Coalition as its second wholly-owned and operated women’s care clinic. Since the merger, Ms. Szala has directed the operations of Human Coalition’s network of women’s care clinics.

Rebekah McClure, Clinic Director (BS, Business Finance)—Ms. McClure came to Human Coalition in 2017 with over 10 years of business management experience. Through Ms. McClure’s leadership of clinic staff, the clinic’s counseling effectiveness is up 24%.

2. Identify specific training that will be used for eligibility and billing staff.

Human Coalition will determine client eligibility as part of its client intake process. Human Coalition’s General Counsel and HR Director will set our clear and concise guidelines regarding client eligibility and the services provided under the program (including the requirements of the TANF Charitable Choice provisions) and ensure all Texas client services staff and finance and accounting staff are fully trained on those guidelines.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

Human Coalition conducts training needs assessments through surveys from its human resources department and through observations from its clinic management. The surveys are given to both employees and managers so that employees can self-identify skills and behaviors that they believe could be improved and that managers can take stock of both individual employees and whole teams. From these assessments, Human Coalition determines gaps in client services staff’s knowledge and skills. These identified gaps then drive training priorities for the entire department as well as for any individuals with specific training needs. Together with the human resources director, client services staff and clinic management set training plans and timelines to fill all identified gaps.

After training is complete, the clinic director monitors staff performance, documenting this information on each employee’s development plan and tracking completion of each employee’s personal goals. Human resources staff and clinic management may add additional training modules as needed based on employee performance.

In addition, clinic management and the human resources director meet quarterly to review staff development plans to ensure that learning improvements are made according to the timelines set up within the training and performance plan. Any staff who are not showing acceptable improvement will be placed on a performance improvement plan, which is the first step in Human Coalition's disciplinary process.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide A2A services.

Human Coalition utilizes the Cornerstone talent management system for goal setting, performance reviews, and manager assessments. At the beginning of each year, managers set out for each direct report both behavioral goals (for instance, developing a new skill) and quantitative goals (for instance, a minimum number of clients seen). Throughout the year, managers monitor employees' progress. At the end of the year, managers review each direct report against the stated goals as well as against specific behavioral criteria in place for all employees (for instance, being a team player).

If any employee is determined to be in need of additional development of any specific knowledge, skill, or ability, the employee will be placed in a staff development plan. During this time, the manager will set specific KPIs and goals for each staff person based on his or her level of expertise and where he or she needs to grow or increase knowledge.

Human Coalition employs a regular cadence of training for client services staff. This training includes or will include the following topics:

- Patient care
- Child abuse
- Sexual harassment prevention
- Discrimination prevention
- Adoption counseling
- Domestic violence training
- Human trafficking
- HIPAA compliance
- OSHA compliance
- Leadership training
- New manager training
- TANF Charitable Choice requirements
- Program services and eligibility criteria for state and federal benefits programs (including Medicaid for Pregnant Women; CHIP; SNAP; TANF; WIC; Early Childhood Intervention Services; Nurse-Family Partnership; Healthy Texas Women; Primary Health Care; Title V Child Health and Dental; Title V Prenatal; and Healthy Marriage Program).

All managers participate in annual 360 Feedback Reviews through Cornerstone. Through this process, direct reports and peers with which the manager works closely submit both quantitative and qualitative feedback on the manager’s performance, strengths, and weaknesses.

Clinic management and the human resources director meet quarterly to review staff development plans to ensure that learning improvements are made according to the timelines set up within the performance plan. Needed adjustments are made at this time. Any staff who are not showing improvement will be placed on a performance improvement plan, which is the first step in our disciplinary process.

FORM K-1: STAFF DEVELOPMENT TRAINING CALENDAR

Legal Business Name of Applicant:

Applicant must complete the calendar below listing all staff orientation, training, and in-service activities for March 1, 2018 through August 31, 2019, including training for volunteers, if applicable.

Applicant’s staff development calendar must include:

1. Training twice annually on current A2A guidelines.
2. At least one training for front line staff on A2A program objectives, program eligibility, and services offered to ensure clear communication to clients on HHSC healthcare services available to pregnant women.
3. Training twice annually to staff on A2A eligibility screening and application procedures.

This form is provided as guidance. The Applicant may use their own form but the information below must be included in Applicant’s form. Label Form K-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
3/1/2018	Introduction to the A2A Grant, including the objectives of the program, guidelines, eligibility, screening, program services, and other procedures. HIPAA training will also be provided.	Lori Szala, National Director of Client Services Barry Moerschell, General Counsel	Hosted at the Grapevine Women’s Clinic from 9am-11am.	

3/8/2018	Training in TANF programs and state and federal programs (including Medicaid for Pregnant Women; CHIP; SNAP; TANF; WIC; Early Childhood Intervention Services; NurseFamily Partnership; Healthy Texas Women; Primary Health Care; Title V Child Health and Dental; Title V Prenatal; and Healthy Marriage Program)	Lori Szala, National Director of Client Services Rebekah McClure, Clinic Director	Hosted at the Grapevine Women's Clinic from 9am-11am.	
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4/5/2018	Training on child abuse detection and prevention, sexual harassment prevention, discrimination prevention; and patient care.	Corey Ellis, HR Director Dr. Scott French, Medical Director Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-11am.	
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5/3/2018	In-Service Trainings on Human Trafficking, Domestic Violence prevention and adoption counseling.	Outside organizations	Hosted at the Grapevine Women's Clinic from 9am-12pm.	
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6/7/2018	A2A Check-in with staff to monitor progress and to answer any questions.	Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-10am.	
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9/6/2018	Refresher on the A2A Grant and the objectives of the program, guidelines, eligibility, screening, program services, and other procedures.	Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-11am.	
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12/6/2018	A2A Check-in with staff to monitor progress and to answer any questions.	Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-10am.	
3/7/2019	Refresher on the A2A Grant and the objectives of the program, guidelines, eligibility, screening, program services, and other procedures.	Lori Szala, National Director of Client Services Barry Moerschell, General Counsel	Hosted at the Grapevine Women's Clinic from 9am-11am.	
6/6/2019	A2A Check-in with staff to monitor progress and to answer any questions.	Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-10am.	
	**Newly-hired staff will have a new hire orientation, special A2A orientation and information session upon completion of their training for their new role at the Women's Clinic.	Lori Szala, National Director of Client Services	Hosted at the Grapevine Women's Clinic from 9am-10am.	

ATTACHMENT E- General Affirmations

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General 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.
2. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. 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.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have

**CONTRACT ATTACHMENT
GENERAL AFFIRMATIONS**

not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
12. 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.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract 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).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to

**CONTRACT ATTACHMENT
GENERAL AFFIRMATIONS**

immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. 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 numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract 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 the 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 the 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 the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the 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 the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Pursuant to Texas Government Code §2270.002, Contractor affirms that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of this Contract.
21. Contractor affirms that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization.
22. 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.
23. 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.
24. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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ATTACHMENT F- Uniform Terms and Conditions

HHSC Uniform Terms and Conditions Version 2.15
Published and Effective: September 1, 2017
Responsible Office: Chief Counsel



TEXAS
Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant Version
2.15

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

<http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

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

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

Grantee Uniform Terms and Conditions

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

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

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

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

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

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

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

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

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any. “System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services. “Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

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

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

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

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

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

2.02 Final Billing Submission

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

2.03 Financial Status Reports (FSRs)

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

2.04 Debt to State and Corporate Status

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

2.05 Application of Payment Due

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

2.06 Use of Funds

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

2.07 Use for Match Prohibited

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

2.08 Program Income

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

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently

available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

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

3.02 No debt Against the State

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

3.03 Debt to State

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

3.04 Recapture of Funds

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

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible

costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if

financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee’s fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in state funds

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

4.03 Submission of Audit

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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

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

5.02 Federal Assurances

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

5.03 Federal Certifications

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

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

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

6.02 Intellectual Property

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

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

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

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

7.02 Access to records, books, and documents

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

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

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

7.05 Confidentiality

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

7.06 Public Information Act

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

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

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

- a. Suspending all or part of the Contract;

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

8.02 Termination for Convenience

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

8.03 Termination for Cause

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

a. Material Breach

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

b. Failure to Maintain Financial Viability

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

8.04 Equitable Settlement

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

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

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

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as

determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

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

9.03 Legal Obligations

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

9.04 Permitting and Licensure

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

9.05 Indemnity

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

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

- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

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

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

- a. Payment of Grantee's employees for all Services performed;

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

9.08 Technical Guidance Letters

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

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **9.10**

Severability

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

9.11 Survivability

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

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or

regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

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

9.14 Publicity

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

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

9.15 Prohibition on Non-compete Restrictions

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

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

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

9.18 Counterparts

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

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee

before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

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

9.21 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publicationssupport><http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publicationssupport><http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publicationssupport><http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publicationssupport>

- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail Code W206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232 Fax:
(512) 438-5885.

ATTACHMENT G- Special Conditions



TEXAS
Health and Human Services

Health and Human Services Commission

Special Conditions

Version 1.1

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.15

ARTICLE 1. SPECIAL DEFINITIONS

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

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

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

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

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

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

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

“Software” means all operating system and applications software used or created by Grantee to perform the work under the Contract.

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

“UTC” means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.15

ARTICLE 2. GRANTEE PERSONNEL

Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or

turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Conduct and Removal

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

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

ARTICLE 3. CONFIDENTIALITY

Confidential System Information

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

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

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT CONFIDENTIAL SYSTEM INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE 4. MISCELLANEOUS PROVISIONS

Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval

of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Conflicts of Interest

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

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

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

Flow Down Provisions

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