



Charles Smith, Executive Commissioner

**Open Enrollment
For
Pharmacy Services**

**Community Preparedness Section
Response and Recovery Unit**

Procurement Number: 537-15-0000134653

Enrollment Period Opens: October 7, 2014

Enrollment Period Closes: August 31, 2019

**CPA Class/Item Code:
948-72**

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I. INTRODUCTION AND DEFINITIONS

A. Introduction

1. The Department of State Health Services (DSHS or Department) Regional and Local Health Services (Division) Community Preparedness Section Response and Recovery Unit (Program) announces this Notice of Open Enrollment (OE) and is seeking OE applications from pharmacies to provide out-patient drug services to Texas residents who are victims and/or evacuees of a disaster or emergency event to assist in responding to a public health emergency, exercise, or disaster event (Event) in the State of Texas. Emergencies will be declared by the President of the United States or the Governor of Texas.
2. If a Respondent for this OE meets the qualifications in the OE, then they will execute a Memorandum of Agreement (MOA) (See Form E) to provide services as described in this OE. DSHS intends to enter into MOAs with numerous Respondents to have available enough pharmacies to respond to Events.
3. If there is an Event and they have been activated by DSHS, an Attachment to the MOA will be executed by DSHS and the Respondent that will provide the scope of work and terms and conditions for that Event.
4. Respondent will be notified of activation for an Event by the DSHS State Medical Operations Center (SMOC) Director or their designee.
5. This OE contains standardized requirements that all Respondents must meet to be considered for providing services in response to an Event under an MOA (and its executed Attachment). Failure to comply with these requirements may result in disqualification of the respondent without further consideration.
6. Each respondent is solely responsible for the preparation and submission of an OE application in accordance with instructions contained in this OE.

READ ALL MATERIALS BEFORE COMPLETING THIS OE.

B. Definitions

1. Appendix – Additional information and/or forms that are available in the back of this OE.
2. Attachment to MOA – is part of the MOA and is executed between DSHS and the Contractor in response to being activated for an Event.
3. Procurement and Contracting Services – The division within the Health and Human Services Commission (HHSC) that provides direction and support of purchasing, contracting and HUB services. PCS oversees, coordinates, and

assists the Program with procurement needs, issues open enrollments and competitive procurements. PCS maintains the official contract file from procurement to contract closeout.

4. Contractor – A successful respondent that executes an MOA with DSHS under this OE. Also referred to herein as “vendor.”
5. MOA – A written document referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties.
6. Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, §20.105 et seq.
7. Deliverables – Goods or services contracted for delivery or performance.
8. Respondent/Applicant – A person or entity that submits an application for this OE.
9. Solicitation/Procurement – The process of notifying prospective contractors of an opportunity to provide goods or services to the State of Texas. This solicitation is an OE.
10. Vendor Identification Number – Fourteen-digit number needed for any entity, whether vendor/contractor to contract with the State of Texas and is set up with the State of Texas Comptroller of Public Accounts (See <http://www.window.state.tx.us/procurement/registration/>).

II. COSTS INCURRED AND FUNDING LIMITATIONS

- A. Issuance of this OE in no way constitutes a commitment by DSHS or the State of Texas to execute an attachment to an MOA in response to an event or to pay any costs incurred by any Respondent who may submit an OE application.
- B. Any attachment to an MOA that is activated in response to an Event will be subject to the availability of state and/or federal funds. DSHS reserves the right to alter, amend or withdraw this OE if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If an MOA or attachment to one has been fully executed and these circumstances arise, then DSHS will terminate it.

III. AWARD AND MOA AMOUNT AND TERM

A. Awards

1. MOAs will be awarded for the purpose specifically defined in this OE and must not be used for any other purpose. MOAs will be awarded based on the:

- a. Number of OE applications received; and
 - b. Number of Respondents who meet the requirements of Section IV (Eligible Respondents and Required Activities).
2. Applications will be reviewed in the order in which they are received, and contracts will be awarded. MOAs will be awarded without regard to whether or not respondents have previously had an MOA with DSHS under this program.

B. Term and Amount of MOA and an Attachment to MOA

It is expected that the initial term of the MOA will begin upon the MOA being fully executed and unless otherwise terminated as provided for in the MOA, it will end on August 31, 2019. The total amount of this MOA is zero dollars.

If DSHS activates an attachment to this MOA due to an event, then its term and payment rates at the effective Medicaid rate will be determined by DSHS.

IV. ELIGIBLE RESPONDENTS AND REQUIRED ACTIVITIES

A. Eligibility Requirements

1. Eligible respondents to this OE are pharmacies licensed by and doing business in the State of Texas.
2. Respondent is not considered eligible to apply unless the respondent meets the eligibility requirements to the stated criteria listed below at the time the OE application is submitted. Respondent must continue to meet these conditions throughout the selection and MOA process.
3. An eligible Respondent:
 - a. Is legally authorized to do business in the State of Texas and determined to be "Active" by the Texas Comptroller of Public Accounts. Applicants can check their status at <http://www.cpa.state.tx.us/taxinfo/coasintr.html>;
 - b. Can conduct the activities and provide the services described in the OE;
 - c. Has a Texas address. A post office box may be used when the OE application is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the MOA is awarded;
 - d. Must be in good standing with the U.S. Internal Revenue Service;
 - e. Must be able to apply for an award under this OE because is not currently debarred, suspended or otherwise excluded or ineligible for participation in Federal or State assistance programs;
 - f. Is in compliance with Comptroller of Public Accounts and Texas Procurement

and Support Services rules. A name search will be conducted using the websites listed in this section prior to the development of a contract.

- g. Is not considered eligible to contract with DSHS if a name match is found on any of the following lists:
 - i. The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits.
<https://www.sam.gov/portal/SAM/>
 - ii. Texas Comptroller of Public Accounts (CPA) Debarment List at:
http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
- h. Must have and provide a current license, certification, registration or other evidence of authority to practice the individual's profession issued by a state;
- i. Must have and provide current proof of liability insurance, such as pharmacist liability insurance, professional liability insurance, malpractice insurance, professional business liability insurance or an equivalent form of insurance/coverage.

B. Required Activities

Respondent must:

1. Respond upon written notification of activation for an Event by the designated DSHS Incident Commander or their designees. Activation may occur at any time, day or night, including weekends and/or holidays, and only after an official written and signed notification of activation letter has been sent via fax or e-mail to the activated Pharmacy's primary contact.
2. The Respondent is required to comply with the terms and conditions and perform the services on behalf of DSHS provided for in the MOA.
3. If there is an Event and the Respondent has been activated by DSHS, an Attachment to the MOA will be prepared by DSHS and signed by the Respondent and DSHS. The Attachment will provide the statement of work, Respondent's responsibilities and requirements, payment rates at the effective Medicaid rate, as defined by DSHS, and terms and conditions for that Event.

V. PROGRAM INFORMATION

A. Scope of Work

The purpose of this OE is to enter into MOAs with eligible Respondents to establish a mechanism for providing out-patient prescription drug services to Texas residents who are victims and/or evacuees of an Event causing them to reside in medical shelters, general population shelters, or other temporary residence/shelter in Texas, but not

victims in hospitals. These Texas residents are hereinafter referred to as “Shelter Residents.”

An MOA that is the result of this OE may be activated by:

1. Notification of the State Medical Operations Center (SMOC) Director or his/her designee to any eligible Pharmacy; and/or
2. Notification of the CMU Director to address an Event.

B. Legal Authority

DSHS is authorized to enter into MOAs and attachments to the MOA through Texas Health and Safety Code Chapter 1001.

C. Civil Rights and Anti-Discrimination

Contractors are required to conduct activities under this OE and/or any resulting MOA or Contract 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.hhsc.state.tx.us/about_hhsc/civil-rights/

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor’s civil rights policies and procedures. Contractors 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 contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor’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.

Contractors 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.

D. Method of Payment

1. If this MOA is activated in response to an Event and an attachment to it is entered into between DSHS and the Pharmacy, then the Pharmacy will invoice DSHS according to the agreed upon rates at the effective Medicaid rate, as defined by DSHS in the MOA. However, as required by law, Pharmacy, with the assistance of DSHS, will use reasonable efforts to verify whether each Shelter Resident has another payor source such as Medicaid, Medicare, other governmental program, or private insurance that will reimburse Pharmacy for the prescription.
2. Pharmacy will timely submit paperwork, documentation, receipts and an invoice to DSHS after Pharmacy has been deactivated.
3. DSHS will provide the reimbursement form B-13 and instructions as part of the activation packet. This form is to be used for submitting the required information for reimbursement to DSHS.

VI. PROCUREMENT AND ADMINISTRATIVE REQUIREMENTS

A. OE Point of Contact

1. PCS is the point of contact with regard to all procurement matters relating to the services described herein prior to the award of any MOAs as a result of this OE. PCS is the only office authorized to clarify, modify, amend, alter, or withdraw the OE requirements, terms and conditions.
2. For purposes of submitting questions concerning this OE, the only contact is Riley Rainosek unless otherwise delegated by the PCS Director. All communications concerning this OE, must be submitted by email (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:

Riley Rainosek, CTCM
Ref: PPCPS/PHARM-OE-
Contract Management Unit MC 1990
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical Address for Overnight Mail or hand-delivery:

Riley Rainosek, CTCM
Ref: PPCPS/PHARM-OE-
Contract Management Unit MC 1990
Department of State Health Services
1100 W. 49th Street, Room T-603
Austin, Texas 78756

Phone and Fax Numbers:

512/776-2185 phone

512/776-7112 fax

DSHS Contact Email: Riley.rainosek@dshs.state.tx.us

Other employees and representatives of DSHS are not permitted to answer questions or otherwise discuss the contents of the OE with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent OE applications. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this OE.

Questions will not be answered verbally. Questions must be submitted by email (preferred), mail, hand-delivery or fax to the addresses or numbers above.

All questions and answers will be posted on the Electronic State Business Daily (ESBD) website at: <http://esbd.cpa.state.tx.us>. on the last Wednesday of each month no later than 5:00 P.M. CST.

3. Below are steps to navigate the ESBD website to view all documents posted related to this OE including questions and answers. If you know the DSHS Agency Requisition number, skip to (c).
 - a. On the ESBD page, under the Browse heading:
For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
 - b. For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
 - c. In the Agency Requisition Number field, type 537-15-0000134653.
 - d. Leave the NIGP Class – Item Number field blank.
 - e. For the Order Results By field, select your preference from the pull down menu.
 - f. Click the GO button.
 - g. All documents that are posted for this OE will be displayed with a description of each document.
 - h. Click on the appropriate document or bid package to see the file.

B. Submission

The original OE application must be submitted to the OE Point of Contact (See Section IV (A) (2)). DSHS will accept OE applications by mail or email.

If an OE application is sent by mail or hand-delivered to the DSHS address above, the Respondent should request a receipt at the time of delivery to verify the OE application was received. Hand-delivered OE applications must be delivered to the room number identified in (See Section IV (A) (2)).

C. Evaluation Process

OE applications will be evaluated according to the criteria below. All OE applications remain with DSHS and will not be returned to the respondent. OE applications are evaluated for eligibility and completeness. The eligibility criteria requirements are:

1. OE application received on or before the OE application due date and time;
2. The Face Page (Form A) of the original OE application bears a signature of the authorized official of the respondent; and
3. The respondent must meet the eligibility criteria and required activities in Section IV.

In conducting the evaluation process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. This evaluation is strictly 'pass' or 'fail' as this is not a competitive process and OE applications are not scored.

The provisions of the attachment to the MOA will be determined at the sole discretion of DSHS staff.

D. Rejection of OE Applications

1. DSHS reserves the right to reject any or all OE applications.
2. Any attempt by an employee, officer or agent of the respondent to influence the outcome of DSHS' review through contact with any Commissioner or staff member of DSHS or other Texas Health and Human Services agency will result in rejection of the OE application.
3. Any material misrepresentation in an OE application submitted to DSHS will result in rejection of the OE application.
4. OE applications may be rejected for failure to meet respondent eligibility criteria or inability to perform required activities.

E. Right to Amend or Withdraw

DSHS reserves the rights to alter, amend or modify any provisions of this OE or to withdraw this OE if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. If the MOA or attachment has already been executed, Amendment or notice of withdrawal of the OE will be posted to the ESBD.

F. Authority to Bind DSHS

For the purposes of this OE, DSHS Commissioner or Assistant Commissioner of the appropriate division or their designee are the only individuals who have signature authority to legally commit DSHS to the expenditure of public funds under the contract.

G. Contracting with Subcontractors Prohibited

For this OE, Pharmacies are not allowed to subcontract any portion of their responsibilities or obligations required in the OE or the resulting MOA or executed Attachment.

VII. APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE

- A. The following OE application documents are required to be submitted to DSHS. Respondent will submit all documents required in this OE. An OE application must be complete to be considered.
 1. FORM A: Face Page;
 2. FORM B: Open Enrollment Application Checklist;
 3. FORM C: Contact Person Information Form;
 4. FORM D: Enrollment Application; and
 5. FORM E: MOA (Example).
- B. Applications must contain the respondent's original signatures on all forms requiring signatures.
- C. The respondent must submit one original and complete OE application, which consists of responses to all required forms and information listed on the OE Application Checklist (FORM B).
- D. Place the Application Face Page (FORM A) at the front of the OE application packet followed by OE Application Checklist (FORM B). Beginning with the Application Face Page (FORM A), number every page of the application consecutively, in the lower right corner.
- E. OE applications must be submitted to the OE point of contact (See Section VI (A)).
- F. Upon receipt, the OE application will be screened for completeness and accuracy and evaluated. Respondents that meet the eligibility requirements and submit the signed and completed forms included in this OE will pass the evaluation.
- G. Form E is for example purposes only. An MOA will be prepared by DSHS and after both parties sign it, an executed copy of the MOA will be mailed to the respondent.

VIII. BLANK FORMS AND INSTRUCTIONS

FORM A: Face Page

This form requests basic information about the respondent/vendor and services they will provide under this OE, which includes the signature of their authorized representative.

RESPONDENT INFORMATION	
1) LEGAL NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	
3) PAYEE Mailing Address (if different from above):	
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or if an individual, Social Security Number (9 digit) :	
*The respondent acknowledges, understands and agrees that the respondent vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.	
5) TYPE OF ENTITY (check all that apply):	
<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Political Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization* <input type="checkbox"/> For Profit Organization* <input type="checkbox"/> HUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization <input type="checkbox"/> Faith-based Organization
<input type="checkbox"/> Individual <input type="checkbox"/> FQHC <input type="checkbox"/> State Controlled Institution of Higher Learning <input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify): _____	
*If incorporated, provide 10-digit charter number assigned by Secretary of State:	
6) REGION AND/OR COUNTIES SERVED BY PROJECT	
7) PROJECT CONTACT PERSON	
Name: Phone: Fax: E-mail:	
The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in FORM E , and will provide services in accordance with 25 Texas Administrative Code, §§37.51-37.65 . This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.	
8) AUTHORIZED REPRESENTATIVE	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Title: Phone: Fax: E-mail:	10) DATE

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the OE application and is required to be completed. Signature affirms that the facts contained in the applicant's response are truthful and that the applicant is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant's OE application.

- 1) **LEGAL NAME** - Enter the legal name of the applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the applicant's complete street and mailing address, city, county, state, and zip code.
- 3) **PAYEE MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 5) **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 6) **REGION AND/OR COUNTIES SERVED BY PROJECT** - Enter the proposed region and/or counties served by the project. Refer to Counties List provided.
- 7) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.
- 8) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 9) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the applicant must sign in this blank.
- 10) **DATE** - Enter the date the authorized representative signed this form.

FORM B: Open Enrollment Application Checklist

Document	Check (✓), if included
FORM A: DSHS Face Page – Signature Required	
FORM B: Open Enrollment Application Checklist	
FORM C: Contact Person Information Form	
FORM D: Enrollment Application	
FORM E: MOA (Example Only)	N/A

FORM C: Contact Person Information Form

Legal Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Contact: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ E-mail: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Contact: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ E-mail: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Contact: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ E-mail: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Contact: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ E-mail: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____
Contact: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ E-mail: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____ _____

FORM D: Pharmacy Services Enrollment Application

The Pharmacy that will be notified of activation for an Event by the DSHS State Medical Operations Center (SMOC) Director or their designee must complete the OE application. The Pharmacy will submit electronically to Riley.Rainosek@dshs.state.tx.us. If there are questions, contact Ms. Rainosek at (512) 776-2185.

Name: _____

Address: _____

Current License, Certification, Registration Number: _____ (attach copy)

Current Proof of Liability Insurance, such as pharmacist liability insurance, professional liability insurance, malpractice insurance, professional business liability insurance, or equivalent form of liability insurance/coverage: _____ (attach copy)

Telephone #: _____

E-Mail Address: _____

Do you have reliable transportation? _____ Yes _____ No

Do you have telephone availability? _____ Yes _____ No

Do you speak and read English? _____ Yes _____ No

Do you speak another language(s)? _____ Yes _____ No If yes, please specify _____

Do you have the ability to travel to other locations? _____ Yes _____ No

Have you ever been convicted of a felony or subjected to a deferred adjudication on a felony? _____ Yes _____ No If "Yes," please explain in concise detail on a separate sheet of paper, giving the dates and nature of the offense, the name and location of the court, and the disposition of the case(s). A conviction may not disqualify you, but a false statement will. Note: DSHS may require additional information related to convictions of misdemeanors.

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING IN THE SPACE PROVIDED.

I certify that all the information provided by me in connection with my application, whether on this document or not, is true and complete, and I understand that any misstatement, falsification, or omission of information may be grounds for refuse to activate or, if activated, immediate deactivation.

I understand that some state agencies will check with the Texas Department of Public Safety, the Federal Bureau of Investigation or other organizations, for any criminal history in accordance with applicable statutes.

THIS APPLICATION MUST BE SIGNED

Sign Here:

Signature – Applicant

Date

DEPARTMENT OF STATE HEALTH SERVICES



FORM E

MEMORANDUM OF AGREEMENT NO.

CONTRACTOR:

DSHS PROGRAM:

TERM: THRU:

SECTION I. STATEMENT OF WORK:

- A. The Texas Department of State Health Services (DSHS) and XXXX (Pharmacy) are entering into Memorandum of Agreement (MOA) for the Pharmacy to provide out-patient prescription drug services to Texas residents who are victims and/or evacuees of a disaster or emergency event (Event) causing them to reside in medical shelters, general population shelters, or other temporary residence/shelter, but not hospitals, in Texas. For the purpose of this MOA these Texans are referred to as "Shelter Residents."
- B. If the Pharmacy is activated by the DSHS State Medical Operations Center (SMOC) Director or their designee to respond to an Event (as provided for in this MOA or OE), then they will execute an Attachment to this MOA that will be incorporated as part of this MOA. It will provide the scope of work and terms and conditions for that Event.
- C. The activated Pharmacy will dispense prescription drugs for Shelter Residents who are in need of having prescription(s) filled during the time of their stay in the shelter following this procedure:
 - 1. Shelter Resident will present prescription(s) through written or faxed prescription(s) or other substantial written evidence, such as a labeled pill bottle as allowed by law and/or emergency orders to the activated Pharmacy.
 - 2. Shelter Resident will present to activated Pharmacy identification via State Issued documentation, such as Driver's License, State of Texas ID card, Passport booklet, Military ID, Birth Certificate, Texas concealed handgun license, U.S. Citizenship Certificate or Certificate of Naturalization with photo.

3. Pharmacy will accept prescription(s) and personal identification from the identified Shelter Resident or from DSHS directly, if Shelter Resident is unable to request the prescription themselves.
4. Pharmacy will verify prescription(s) and insurance or lack of insurance with Shelter Resident's pharmacy for approval to fill.
5. Pharmacy will fill and dispense approved prescription(s) to the Shelter Resident.

D. Other state licensed, certified, or registered professionals, such as pharmacy technicians will be provided by Pharmacy at the request of DSHS, subject to agreement of the Parties on the costs or rates at the effective Medicaid rate, as defined by DSHS to be reimbursed by DSHS for those other professionals under this MOA.

SECTION II. RESPONSIBILITIES AND REQUIREMENTS OF THE PARTIES:

- A. DSHS will provide in the activation letter the following information to Pharmacy:
 1. Zip codes, cities, counties, or states of residence for identifying a Shelter Resident; specific shelters or shelter cities or counties for identifying a Shelter Resident; or other identifiers that limit who may be identified as a Shelter Resident;
 2. Acceptable walk-in orders from identified Shelter Residents with appropriate prescription(s) and personal identification ; and
 3. Specific instructions to Shelters and to Pharmacy upon activation on how to verify eligibility of Shelter Resident.
- B. The DSHS SMOC Logistics Desk, Regional Offices or other official DSHS' designees will notify Pharmacy which specific stores are selected to participate.
- C. Pharmacy will ensure each individual store, as applicable, will follow the requirements of this MOA and ensure the patient data is supplied to Pharmacy for backup documentation of the invoice.
- D. Pharmacy will confirm with SMOC and/or the DSHS' designee(s) the specific stores that will be tasked with providing Pharmacy services under this MOA including each store's address, contact name and 24/7 contact numbers.
- E. Supplemental written information may be issued by DSHS to expand or limit the Shelter Residents eligibility for the pharmaceutical services under this MOA.
- F. Pharmacy will not be obligated to dispense prescriptions for Shelter Residents who do not have substantial written evidence of their prescriptions.
- G. Pharmacy will dispense up to a 30 day supply for each prescription filled, unless dispensing considerations requires otherwise.
- H. Pharmacy will make reasonable efforts to arrange for or coordinate delivery of prescriptions to DSHS on behalf of the Shelter Residents who are unable for any reason

to pick up the prescriptions. In response to Medical Shelters it may be necessary for the Pharmacy to release the medications to a designee of DSHS for delivery to said shelters.

- I. Pharmacy will provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c) located at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.421.htm#421.071>.
- J. Pharmacy will ensure that Pharmacy Staff being deployed have taken ICS 100, ICS 200, ICS 700 and ICS 800.
- K. Pharmacy will ensure that each Professional will maintain his/her license required by state law in good standing during the term of any activation under this MOA. Each Professional must inform Pharmacy and the Pharmacy will notify DSHS immediately of any change to the Professional's license.
- L. Must have and provide current proof of liability insurance, such as liability insurance, pharmacist liability insurance, professional liability insurance, malpractice insurance, professional business liability insurance, or an equivalent form of liability insurance/coverage.
- M. Pharmacy is entitled to rely on the eligibility information provided by a Shelter Resident or DSHS. DSHS will not deny payment if it is later determined that the Shelter Resident was ineligible.
- N. As required by law, Pharmacy, with the assistance of DSHS, will use reasonable efforts to verify whether each Shelter Resident has another payor source such as Medicaid, Medicare, other governmental program, or private insurance that will reimburse Pharmacy for the prescription. If it is determined that a Shelter Resident has another payor source, Pharmacy may submit a claim to DSHS under this MOA for any co-pay amount; but Pharmacy will submit a claim to that payor source for the prescription dispensed to the Shelter Resident, other than the co-pay amount with the exception of the Shelter Residents prescription benefits being exhausted. If the payor source denies the claim, Pharmacy may submit a claim to DSHS using the submission and pricing specified in this MOA.
- O. Pharmacy will make reasonable efforts to complete the usual system information on a Shelter Resident receiving prescription drug services, including at a minimum the Shelter Residents name, the prescription drug(s), and his or her address and zip code in the area affected by the disaster/emergency events. Pharmacy will provide this information to DSHS as backup documentation with its invoice in accordance with applicable laws and regulations.
- P. DSHS will reimburse Pharmacy for all prescription services rendered to Shelter Residents pursuant to this MOA, according to the terms and at the effective Medicaid rates, as defined by DSHS set forth in this MOA. DSHS will pay each invoice submitted by Pharmacy within 30 days from the date of receipt.
- Q. DSHS will reimburse Pharmacy for all brand and generic prescriptions rendered pursuant to this MOA at the effective Medicaid rate, as defined by DSHS. Payments made in accordance with this MOA will be considered payment in full.

- R. Pharmacy agrees to accept these reimbursements at the effective Medicaid rate, as defined by DSHS as payment in full. Pharmacy agrees to not pursue additional reimbursement from the Shelter Resident or his/her health care insurer, if identified later after the prescription is filled.

- S. Pharmacy will comply with all applicable federal and state laws, rules, and regulations including but not limited to, the following:
 - 1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 - 2. Public Law 109-417, The Pandemic and All-Hazards Preparedness Act of 2006; and
 - 3. Texas Health and Safety Code Chapter 81.

- T. The following documents are incorporated by reference and made a part of this MOA:
 - 1. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC); and
 - 2. Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13.

SECTION III. PERFORMANCE MEASURES:

DSHS will monitor the Contractor to ensure compliance with:

- A. The requirements, terms and conditions in the MOA and its Attachment; and
- B. Providing reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c) located at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.421.htm#421.071>.

SECTION IV. SOLICITATION DOCUMENT:

Open Enrollment

SECTION V. TERMS AND RENEWALS:

- A. The MOA is effective upon execution and will terminate on August 31, 2019. There are no renewals for this MOA.
- B. This MOA may be terminated by mutual agreement of both parties. Either party may terminate this MOA by giving the Other Party 30 days' written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This MOA may be terminated for cause immediately by either party for breach or failure to perform an essential requirement of the MOA.

SECTION VI. PAYMENT METHOD:

- A. DSHS will reimburse the Pharmacy at the payment rates at the effective Medicaid rate, as defined by DSHS and terms and conditions for that Event.

SECTION VII. BILLING INSTRUCTIONS:

- A. Pharmacy will request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347
FAX: (512) 458-7442
Email: invoices@dshs.state.tx.us.

- B. State of Texas Purchase Vouchers (B-13) for payment of the hourly rates may be submitted once per week during a disaster or emergency and the supporting documentation is subject to audit at any time.

SECTION VIII. BUDGET: N/A

SOURCE OF FUNDS: N/A

By signing this MOA, the signatories represent that they have authorization to enter into this MOA and bind them to this MOA's terms and conditions.

Signature of Pharmacy's
Authorized signatory

Printed name

Title

Date

Department of State Health Services

Signature:

Printed Name:

David Gruber

Title:

Associate Commissioner for Regional and Local Health
Services

Date:

IX. APPENDIX

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

APPENDIX B: GENERAL PROVISIONS

Refer to: <http://www.dshs.state.tx.us/grants/gen-prov.shtm>

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the OE. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this OE. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent –

1. is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;
2. under Texas Government Code § 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Texas Government Code § 2155.004, a respondent is ineligible to receive an award under this RFP if the proposal includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the proposal is based;
3. has a financial system that demonstrates accounting, budgetary and internal controls; cash management; reporting capability; and source documentation;
4. will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, 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;
5. 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;
6. will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code, Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This

prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

7. has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC, in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;
8. will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;
9. will initiate the work after receipt of a fully executed contract and will complete it within the contract period;
10. will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;
11. will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;
12. will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;
13. will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;
14. will comply, if applicable, with Texas Family Code § 231.006, regarding child support, and certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;
15. will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;
16. will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;
17. As the prospective participant, and any of the prospective participant's principals (collectively, participants):
 - A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, in accordance with 2 CFR Part 376 and 180 (parts A-I), and 45 CFR Part 76 (or comparable federal regulation);
 - B. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;

- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
- D. have not within a 3-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
- E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code, or the federal antitrust laws; or (2) directly or indirectly communicated the proposal to a competitor or other person engaged in the same line of business.

Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with sub grantees and/or contractors) and in all solicitations for lower tier covered transactions;

18. will comply with 31, USC § 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93):

- A. 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 any 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;
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and
- C. The language of this certification must be included in the award documents for all

sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must 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 31 USC § 1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

19. is in good standing with the Internal Revenue Service on any debt owed;
20. affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;
21. is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;
22. will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:
 - a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) Texas Labor Code, Chapter 21; 9) Food Stamp Act of 1977 (7 USC § 200 et seq.); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations); 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and 13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;
 - b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
 - c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
 - d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
 - e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;

- f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USC §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
- i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Texas Government Code, Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Texas Labor Code, Chapters 401-406, 28 Texas Administrative Code part 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25, Texas Administrative Code, Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§ 4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;

- s) Assist DSHS in complying with the National Historic Preservation Act of 1966, § 106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property;
- t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and
- u) Requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

- 23. under §§ 2155.006 and 2261.053, Texas Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law 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 certain other disasters;
- 24. affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.