

**AGREEMENT BETWEEN THE
HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK.
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

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EXHIBITS

Exhibit A: Section 50, Special Provisions Article II, S.B.1 79th Texas Regular Legislative Session

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Exhibit C: Deliverables

Exhibit D: CONTRACTOR's Proposal

Exhibit E: Request for Proposal 529-10-0013, Program and administrative Services

Exhibit E-1: Vendor Questions and Answers

STATE OF TEXAS
COUNTY OF TRAVIS

**AGREEMENT BETWEEN THE
HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK.
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

Article I. INTRODUCTION

This Agreement is between the Health and Human Services Commission ("HHSC"), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and Texas Pregnancy Care Network, ("CONTRACTOR" or "TPCN"), a Texas registered Non-Profit corporation organized under the laws of the State of Texas and having a principal place of business at 12885 Research Blvd, Suite 207, Austin, Texas 78750. HHSC and CONTRACTOR may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

The Parties agree that the following terms and conditions shall apply to the services and deliverables to be provided by CONTRACTOR under this Agreement in consideration of certain payments to be made by HHSC.

Article II. BACKGROUND, INDUCEMENTS AND OBJECTIVES.

Section 2.01 *Background- Rider 50*

During the 79th Texas Regular Legislative Session, Section 50 Special Provisions Article II, S.B.1 (The General Appropriations Act) was enacted and made effective September 1, 2005 (attached hereto and incorporated by reference as Exhibit A to this Agreement). Its purpose was the development and operation of a statewide program for females focused on pregnancy support services that promote childbirth. The legislation, Section 50, states that HHSC may use the funds appropriated to acquire services through grant or contract. The Health and Human Services Commission determined to contract for these services and solicited proposals to accomplish the legislative purpose. HHSC recognizes that many organizations in Texas already provide support services that promote childbirth and alternatives to abortion. The program is intended to supplement and expand the availability and use of such services.

Section 2.02 *Summary of procurement activities.*

(a) On July 15, 2009, pursuant to Chapter 531, Texas Government Code, HHSC issued a Request for Proposals for Program and Administrative Services (RFP # 529-10-0013), ("RFP"). Interested parties and vendors were required to submit proposals by July 29, 2009.

(b) The procurement that is the subject of this Agreement is undertaken as a "best value" procurement under the terms of Chapter 531, Texas Government Code, and Section 2155.144, Government Code.

(c) After reviewing all vendor responses, on August 21, 2009, HHSC issued a tentative award of a contract for all services within the scope of the RFP to CONTRACTOR. HHSC determined that

CONTRACTOR's proposal represented the highest demonstrated competence, knowledge and qualifications under the criteria set forth in Section 4.2 of the RFP.

Section 2.03 *CONTRACTOR's experience and qualifications.*

CONTRACTOR is an administrator of statewide pregnancy support services. CONTRACTOR has the skills, qualifications, expertise, financial resources and experience necessary to provide the services and deliverables described in this Agreement (the "Services and Deliverables").

Section 2.04 *Mission Objectives.*

(a) CONTRACTOR's acknowledgement.

CONTRACTOR acknowledges its understanding that HHSC's overall objective in engaging CONTRACTOR pursuant to this Agreement is to obtain efficiently delivered support services to assist expectant females seeking alternatives to abortion that promote safe and healthy childbirth in Texas.

The parties agree that the purpose of the Program is to promote childbirth rather than abortion to women who are pregnant and may or may not have made the decision to give birth. Therefore, providing abortions, or providing information about abortions or referrals to abortion services is inconsistent with the purposes of the Program. However, under the provisions of the RFP, abortion may be discussed in the context of promoting childbirth rather than abortion. The parties expressly agree that this Section 2.04 supersedes A3, Solicitation Addendum #1, Exhibit E-1.

(b) CONTRACTOR's understanding of HHSC's Mission objectives.

CONTRACTOR acknowledges its understanding of HHSC's desire to achieve the following primary Mission Objectives:

- (1) To specify and develop a program of coordinated services and supports for female expectant mothers, including expectant mothers who are undecided and who are considering alternatives to abortion in a secure, healthy, and nurturing environment;
- (2) To identify and enable the participation of skilled, qualified providers of such services ;
- (3) To implement and administer the program on a statewide basis;
- (4) To ensure vendor and provider accountability and consumer satisfaction ;
- (5) To develop a flexible and responsive relationship with HHSC to achieve these Mission Objectives ; and
- (6) To provide for clearly defined goals supported by detailed task requirements and performance measures.

(c) CONTRACTOR's understanding of the Meaning of the Term Program

For purpose of this Agreement, the term "program" shall mean the development and operation of a statewide program for females focused on pregnancy support services that promote childbirth for women, including expectant mothers who are undecided.

(d) CONTRACTOR's commitment and understanding.

In entering into this Agreement, CONTRACTOR has had the opportunity to review and understand HHSC's mission and objectives, as stated in the RFP, and based on such review and understanding,

CONTRACTOR represents and warrants that it has the capacity to perform in accordance with the terms and conditions of this Agreement.

Section 2.05 ***CONTRACTOR's Inducements***

(a) Based upon the CONTRACTOR'S representations by the submission of its Proposal to the RFP and the representations provided in correspondence from TPCN to HHSC, these representations may be regarded as statements upon which HHSC may reasonably rely in connection with the award of this Agreement, are true, accurate, and complete to the best of CONTRACTOR's knowledge in all respects.

(b) HHSC is relying, and will continue to rely throughout the Term of this Agreement, upon the truthfulness, accuracy and completeness of such written assurances, as inducements made by the CONTRACTOR to HHSC to enter into this Agreement. Moreover, HHSC would not have entered into this Agreement with the CONTRACTOR but for such assurances.

(c) CONTRACTOR acknowledges that HHSC is relying upon such assurances and acknowledges their materiality and significance. In light of the foregoing, the CONTRACTOR hereby unequivocally represents to HHSC that the correspondence (attached hereto and incorporated by reference as Exhibit B to this Agreement) expresses CONTRACTOR'S full commitment to implementation of the program.

Section 2.06 ***Agreement Elements***

(a) Agreement Documentation

The contract between the Parties will consist of this final, executed Agreement, including the following Exhibits to the Agreement:

- (1) The document entitled "Section 50 Special Provisions Article II, S.B.1 79th Texas Regular Legislative Session" (attached hereto and incorporated by reference as Exhibit A to this Agreement);
- (2) HHSC's Uniform Contract Terms and Conditions, Version 1.4, (attached hereto and incorporated by reference as Exhibit B to this Agreement);
- (3) The series of documents entitled the "Deliverables" (attached hereto and incorporated by reference as Exhibit C to this Agreement);
- (4) CONTRACTOR's Proposal and all attachments and appendices attached to the Proposal (attached hereto and incorporated by reference as Exhibit D to this Agreement);
- (5) The RFP (attached hereto and incorporated by reference as Exhibit E to this Agreement) and the document entitled "Program and Administrative Services" RFP, #529-10-0013, Vendor Questions & Answers" (attached hereto and incorporated by reference as Exhibit E-1 to this Agreement);

(b) Order of Documents

In the event of any conflict or contradiction between or among the Agreement elements, the documents shall control in the following order of precedence:

- (1) This final, executed Agreement (excluding Exhibits, which are specifically incorporated by reference as indicated below);

- (2) The document entitled "Section 50 Special Provisions Article II, S.B.1 79th Texas Regular Legislative Session"(attached hereto and incorporated by reference as Exhibit A to this Agreement);
- (3) HHSC's Uniform Contract Terms and Conditions, Version 1.4 (attached hereto and incorporated by reference as Exhibit B to this Agreement)
- (4) The series of documents entitled the "Deliverables" (attached hereto and incorporated by reference as Exhibit C to this Agreement);
- (5) CONTRACTOR's Proposal and all attachments and appendices attached to the Proposal (attached hereto and incorporated by reference as Exhibit D to this Agreement);
- (6) The RFP (attached hereto and incorporated by reference as Exhibit E to this Agreement) and the document entitled "Program and Administrative Services" RFP, #529-10-0013, Vendor Questions & Answers" (attached hereto and incorporated by reference as Exhibit E-1 to this Agreement);

Section 2.07 *Term of the Agreement*

(a) The term of this Agreement will begin on the Effective Date, as defined by HHSC's Uniform Contract Terms and Conditions, and will expire on August 31, 2011 (the "Expiration Date") unless terminated sooner or extended pursuant to the terms and conditions of this Agreement:

(b) The Parties may extend the Term of the Agreement by mutual written agreement for a maximum period of four (4) years. All reserved contract extensions beyond the Expiration Date set forth herein will be subject to good faith negotiations between the Parties and mutual agreement to the terms and conditions set forth in the extensions.

Section 2.08 *Contract Managers*

The following Project Managers will serve as the primary contacts for all administrative issues:

**VINCENT FRIEDEWALD
TEXAS PREGNANCY CARE NETWORK
12885 RESEARCH BLVD
AUSTIN, TEXAS 78750
PHONE: (512) 637-7011
FAX: (512) 637-7012**

**MARC WERNLI
CONTRACT MANAGER
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF FAMILY SERVICES
909 W. 45TH STREET, BUILDING 2
MC 2010
AUSTIN, TEXAS 78751
PHONE: (512) 206-4841
FAX: (512) 206-4556**

Section 2.09 *Notices*

(a) *Delivery of Notice*

Any notice or other legal communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing and deemed to have been duly given:

- (1) Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- (2) When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- (3) When delivered if delivered personally or sent by express courier service.

(b) *Notice to CONTRACTOR*

Any notice under this Agreement will be sufficient if delivered to the following persons or their successors.

- (1) Communications that are routine and administrative in nature should be sent to the Contract Managers identified in Section 2.07.
- (2) Legal notices should be sent to the following:

Vincent Friedewald
Texas Pregnancy Care Network
12885 Research Blvd
Austin, Texas 78750
Phone: (512) 637-7011
Fax: (512) 637-7012

Albert Hawkins, Executive Commissioner
Carey Smith, General Counsel
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, Texas 78751
Fax: (512) 424-6586

(c) *Change of Designee*

Either Party may change the above-referenced designees or address with five (5) days written notice to the other Party.

Section 2.10 *Laws and Regulations Governing the Administration of the Agreement*

The Parties shall administer the Agreement in accordance with the following rules and regulations:

- (1) Texas Government Code, Chapter 531, as amended or modified, and any administrative rules adopted thereunder;
- (2) Title 42 United States Code, Chapter 7, Title IV of the Social Security Act § Section 604a, as amended or modified, and any administrative rules adopted thereunder;
- (3) Any other applicable provisions of state or federal law.;

Section 2.11 *Laws and Regulations Governing the Procurement of the Services*

It is the express intention of the Parties that this Agreement be a procurement of services meeting all applicable requirements of the following:

- (1) 45 C.F.R. Part 74;
- (2) 45 C.F.R. Part 87;
- (3) 45 C.F.R. Part 92;
- (4) 45 C.F.R. Part 96;
- (5) 45 C.F.R. Part 260;
- (6) Texas Government Code Section 2155.144;
- (7) 1 T.A.C. Chapter 391; and
- (8) Any other applicable provisions of state or federal law.

Section 2.12 *Conflicts of Interest*

(a) Representation. CONTRACTOR agrees to comply with applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. CONTRACTOR warrants that it has no interest, and will not acquire any direct or indirect interest, that would conflict in any manner or degree with its performance under this Agreement.

(b) General Duty Regarding Conflicts of Interest. CONTRACTOR 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. CONTRACTOR will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Agreement with the State of Texas.

(c) Contractor shall abide by the terms and conditions of the Article 12 of the Uniform Terms and Conditions, regarding Conflicts of Interest, as made part of this Agreement in Exhibit D.

Section 2.13 *Prior Approval of Media*

CONTRACTOR shall submit for approval by HHSC all media to be created or acquired with HHSC funds under the contract. CONTRACTOR shall submit such media to HHSC for approval prior to their use or distribution regarding this program. The term "media" includes all written, audio, visual and other materials used to communicate information concerning pregnancy support services that promote childbirth to clients.

Article III. SCOPE OF WORK – SERVICES AND DELIVERABLES

Section 3.01 *Scope of the Services and Deliverables.*

CONTRACTOR will provide the Services and Deliverables in accordance with:

- (1) Any Agreed Modifications to HHSC's Uniform Contract Terms and Conditions, the RFP and/or CONTRACTOR's Proposal (Exhibit A);
- (2) The document entitled "Deliverables" (Exhibit C)
- (3) The RFP (Exhibit E); and

(4) CONTRACTOR's Proposal (Exhibit A) .

"Deliverables" does not include the 'Real Alternatives Program and Instructional Design (RAPID) System.' RAPID includes the following copyrighted and proprietary materials and information: all software, documents, forms, checklists, staff training materials, service provider program manuals, billing systems, and program management tools designed to administer a statewide alternatives to abortion services program, including procedures, reports, and accounting manuals.

Section 3.02 *Performance Measurement and Monitoring.*

(a) HHSC will monitor CONTRACTOR's performance of the Services and production of the Deliverables as referenced in Exhibit C to this agreement, in accordance with, among other things, the Milestones and the Work Plan.

Section 3.03 *Additional State of Texas or Texas Government customers.*

(a) CONTRACTOR may propose or offer services similar in scope, kind, and quality to the Services under this Agreement to other State of Texas administrative agencies and other governmental customers in the State of Texas.

(b) Such proposals or offers to other potential Texas government customers may propose to utilize facilities and products CONTRACTOR developed, acquired or will develop or acquire for the purpose of performing the Services under this Agreement, provided that such proposals or offers do not include without HHSC's prior consent, the following:

- (1) Confidential Information;
- (2) Deliverables;
- (3) Custom Software and related documentation; or
- (4) Any other property owned or provided by HHSC under this Agreement.

(c) CONTRACTOR must bear all costs of such additional business development and may not charge or offset any expense related to such business development to HHSC.

Article IV. TERMS AND CONDITIONS OF PAYMENT

Section 4.01 *Total Cost.*

The total cost of the Services and Deliverables supplied by CONTRACTOR to HHSC during the Term of this Agreement will not to exceed **\$8,000,000.00**, comprising the following amounts:

- (1) An amount not to exceed \$4,000,000.00 for Fical Year 2010
- (2) An amount not to exceed \$4,000,000.00 for Fiscal Year 2011.

Section 4.02 *General Payment Terms.*

(a) *Payment Methodology.*

HHSC shall pay to CONTRACTOR an amount not to exceed \$8,000,000.00 for the term of this agreement. Payments will consist of an initial payment of \$160,000 for start up cost to be paid when the contract has been agreed to and signed by all parties. Following payments will occur in equal monthly installments for services rendered as described in section 3.01, *Scope of Services and Deliverables*, and in section 3.02, *Performance Measures and Monitoring*, as shown in the below payment schedule.

(b) Payment Schedule

Payment #	Description	Estimated Due Date	Amount
3.0	Outreach/Advertising& Contract Renewals, Project Admin,	September 5, 2009	\$160,000.00
3.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 20, 2009	\$320,000.00
3.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 20, 2009	\$320,000.00
3.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 20, 2009	\$320,000.00
3.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 20, 2009	\$320,000.00
3.5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 20, 2010	\$320,000.00
3.6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 20, 2010	\$320,000.00
3.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 20, 2010	\$320,000.00
3.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 20, 2010	\$320,000.00
3.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 20, 2010	\$320,000.00
3.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 20, 2010	\$320,000.00
3.11	Project Admin, Statewide	July 20, 2010	\$320,000.00

	Information, Outreach, Education & Referral Programs & Services and Client Services		
3.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 20, 2010	\$320,000.00
4.0	Project Admin, Outreach/Advertising& Contract Renewals	September 5, 2010	\$160,000.00
4.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 20, 2010	\$320,000.00
4.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 20, 2010	\$320,000.00
4.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 20, 2010	\$320,000.00
4.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 20, 2010	\$320,000.00
4.5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 20, 2011	\$320,000.00
4.6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 20, 2011	\$320,000.00
4.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 20, 2011	\$320,000.00
4.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 20, 2011	\$320,000.00
4.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 20, 2011	\$320,000.00
4.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 20, 2011	\$320,000.00
4.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 20, 2011	\$320,000.00
4.12	Project Admin, Statewide	August 20, 2011	\$320,000.00

	Information, Outreach, Education & Referral Programs & Services and Client Services		
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Section 4.03 *Monthly Vendor Report.*

(a) CONTRACTOR shall prepare a Monthly Vendor Report for each month during the term of the Agreement. The Report must be submitted no later than the 20th day of the month in which CONTRACTOR receives a written acknowledgement from HHSC. This report must contain the financial and performance information as provided in the Deliverables (attached hereto and incorporated by reference as Exhibit C to this Agreement).

(b) The submission of the Monthly Vendor Report to HHSC permits the agency to process a payment for CONTRACTOR. However, payment shall not be made until HHSC provides CONTRACTOR a written acceptance of the Monthly Vendor Report.

Section 4.04 *Time and manner of payment.*

(a) Payments for Services and Deliverables under the Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251, and Texas Government Code.

(b) If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of HHSC's Uniform Contract Terms and Conditions.

Section 4.05 *Failure, termination or suspension of HHSC funding.*

Except as otherwise provided in this Agreement, CONTRACTOR understands and expressly assumes all risks associated with the commitment of delivery of the contracted Services and Deliverables, including the failure, termination or suspension of funding to HHSC, delays or denials of required third party approvals, and cost overruns not reasonably attributable to HHSC, but shall be relieved of the obligation to provide contracted services if there is a termination or suspension of funding to HHSC.

Article V. PERFORMANCE & TAILORED REMEDIES MATRIX

Section 5.01 *Performance Remedies – Damages.*

(a) CONTRACTOR is expected to meet or exceed the objectives and standards set forth in this Agreement. All areas of responsibility and all requirements listed in the Agreement will be subject to performance evaluation by HHSC.

(b) Performance reviews may be conducted at HHSC's discretion at any time and may relate to any responsibility and/or requirement set forth in this Agreement. HHSC will use reasonable efforts to provide advance notice to CONTRACTOR to schedule performance reviews and will seek to conduct such reviews during normal business hours.

(c) Any and all responsibilities and requirements not fulfilled may be subject to the remedies set forth in Article 11 of HHSC's Uniform Contract Terms and Conditions. Damages may be assessed in accordance with Section 11.02 of HHSC's Uniform Contract Terms and Conditions.

Article VI. AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Section 6.01

The Parties may make such amendments, modifications and contract change orders to the Agreement, in accordance with Article 7 of HHSC's Uniform Contract Terms and Conditions.

Article VII. SPECIAL TERMS AND CONDITIONS

Section 7.01 Compliance with state and federal anti-discrimination laws

“(a) CONTRACTOR agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (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 Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
- (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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) CONTRACTOR 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. Applicable 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.

CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. CONTRACTOR also 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) CONTRACTOR 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(d) Upon request, CONTRACTOR will provide HHSC Civil Rights Office with copies of all of the CONTRACTOR'S civil rights policies and procedures.

(e) CONTRACTOR 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.

Section 7.02 Anti-Kickback Provision

The Parties agree to replace the language in Section 15.10 the Agreement with the following:

“(a) Contractor certifies that it will comply with the Anti-Kickback Act of 1986, 41 U.S.C. §51-58 and Federal Acquisition Regulation 52.203-7.

(b) Contractor certifies that it has neither given, nor at any time will it give, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service, or other “thing of value” as defined by Section (c) “Termination for Gifts or Gratuities,” to a public servant or any employee or representative of same, except as allowed under Law.

(c) HHSC may terminate this Agreement if a court of competent jurisdiction or quasi-judicial authority determines Contractor or Contractor Personnel have either offered or given any thing of value to an officer or employee of HHSC or the State in violation of Law. For purposes of this Section, a “thing of value” means any item of tangible or intangible property that has a monetary value of more than \$50.00. This includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office that are paid and reported in accordance with State and/or Federal Law. (c) Contractor must include a similar provision in each of its Subcontracts and must enforce this provision against a Subcontractor who has offered or given any thing of value to an officer or employee of HHSC or the State in violation of Law, whether or not the offer or gift was on Contractor’s behalf.”

Section 7.03 Antitrust

The Parties agree to add new Section 15.12 to the Agreement with the following language:

“In submitting a proposal, and in accepting the Agreement, Contractor certifies and agrees as follows:

(1) Neither Contractor, nor the person represented by Contractor, nor any person acting for the represented person has:

(a) Violated the antitrust laws codified by Tex. Bus. & Com. Code, Chapter 15, or federal antitrust laws; or

(b) Directly or indirectly communicated the bid/offer associated with this Agreement to a competitor or other person engaged in the same line of business.

(2) CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et seq., and the anti-trust laws of the State of Texas, Texas Business and Commerce Code Chapter 15.”

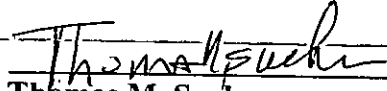
ARTICLE VIII. AUTHORITY TO EXECUTE

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.

IN WITNESS HEREOF, HHSC and CONTRACTOR have each caused this Agreement to be signed and delivered by its duly authorized representative.

**HEALTH & HUMAN SERVICES
COMMISSION**

TEXAS PREGNANCY CARE NETWORK


Thomas M. Suehs
Executive Commissioner

Date 9-2-09


VINCENT FRIEDEWALD
EXECUTIVE DIRECTOR

DATE August 28, 2009

EXHIBIT A

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

**SECTION 50 SPECIAL PROVISIONS ARTICLE II, S.B.1 79TH TEXAS REGULAR
LEGISLATIVE SESSION**

Sec. 50. Alternatives to Abortion. From funds appropriated in Strategy B.1.3, Family Planning Services, Department of State Health Services, \$2,500,000 each year of TANF federal funds initially designated to be converted to the Title XX Social Services Block Grant is transferred to the Health and Human Services Commission to be expended as TANF federal funds through grant or contract. The Health and Human Services Commission shall expend these funds, consistent with federal and state law, to implement a statewide program for women seeking alternatives to abortion focused on pregnancy support services that promote childbirth.

EXHIBIT B

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

**HHSC UNIFORM TERMS AND CONDITIONS, VERSION 1.4
[INSERT EXHIBIT B]**

The HHSC's Uniform Contract
Terms & Conditions, Version 1.4 is
linked under the Procurement Tab.

EXHIBIT C

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES

DELIVERABLES**

EXHIBIT
TO
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES
DELIVERABLES

Exhibit
Page 1

The attached Deliverables List represents the list of Deliverables identified by the Parties as of the Effective Date. This Schedule shall be deemed to include and incorporate any Deliverable upon which the Parties subsequently mutually agree or which by their nature are necessary or appropriate to the successful performance of CONTRACTOR's obligations under this Agreement. Although care has been taken to include all Deliverables in this document, the inadvertent omission of one or more Deliverables or errors in cross-references to the RFP shall not relieve CONTRACTOR from its obligations to perform and provide all required Deliverable(s).

Deliverable: TPCN1-1 Monthly Management Report Plan

Due Date/Timeline: At execution

RFP Requirement: "Provide regular reports to HHSC on program activities."

CONTRACTOR shall provide HHSC a monthly report including what deliverables and milestones are due in the subject reporting period, and a summary of monthly planning and start up activities.

Deliverable: TPCN2-30 Project Work Plan

Due Date/Timeline: 30 days from execution

RFP Requirement: "Develop and submit an annual budget and work plan for the program for submittal to HHSC (In a format determined by HHSC) that will indicate the planned expenditures for the coming year and will indicate priorities and strategies for improving the coming year."

CONTRACTOR shall develop and submit an Annual Budget for the program to HHSC in a format determined by HHSC that will indicate the CONTRACTOR'S planned expenditures for the coming year; and

CONTRACTOR shall develop and submit an Annual Project Work Plan to HHSC in a format determined by HHSC that will indicate the priorities and strategies for continued or improved services for the coming year.

Deliverable: TCPN3-30 Reporting Plan

Due Date/Timeline: 60 days from execution

RFP Requirement: "Provide regular reports to HHSC on program activities."

Contractor shall develop a list of reports with approval from HHSC that will be required, including but not limited to:

- Measurable program outcomes/client information.
- Monitoring of service providers/quality assurance.
- Complaint management and resolution status.
- Fiscal reporting.
- Detailed list of services provided.
- Service providers certified/dropped

Deliverable: TCPN4-60 Monitoring Plan

Due Date/Timeline: 180 days from execution

RFP Requirement: "Development and administer an evaluation schedule of service providers in defined network."

CONTRACTOR shall monitor the functioning of the program and the quality of services across the state and take corrective action:

- (1) if and when the program encounters operational or quality problems or
- (2) if vendor staff or subcontractors are failing to follow contractual or legal requirements of the program policies or procedures.

Deliverable: TCPN5-120 Defined List of Service Providers

Due Date/Timeline: 180 days from execution

RFP Requirement: "Develop a network of eligible providers, and making all necessary arrangements for their participation in the program."

CONTRACTOR shall submit a list of eligible service providers to HHSC and make all necessary and proper arrangements for their participation in the program.

CONTRACTOR shall submit a listing of community partners involved in the collaboration and support for the lead organization.

Deliverable: TCPN6-180 Outreach Material Plan

Due Date/Timeline: 180 days from execution

RFP Requirement: "Developing and implementing communication and outreach strategies to make public aware of the program and services available."

CONTRACTOR shall submit to HHSC for review materials to be used for outreach of program through any media type.

CONTRACTOR shall provide statewide media advertising for the program.

Deliverable: TCPN7-180 Education Material Plan

Due Date/Timeline: 180 days from execution

RFP Requirement: "Development or acquisition of material suitable for wide distribution."

Contractor shall submit education material to HHSC for review.

Contractor shall acquire material for distribution.

EXHIBIT D

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

CONTRACTOR'S PROPOSAL

[INSERT EXHIBIT D]

The Respondent's Proposal is
linked under the Procurement Tab.

EXHIBIT E

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES**

**PROGRAM AND ADMINISTRATIVE SERVICES REQUEST FOR
PROPOSALS
#529-10-0013**

The Request for Proposals (RFP) is
linked under the Procurement Tab.

EXHIBIT E-1

TO

**AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXAS PREGNANCY CARE NETWORK
FOR
PROGRAM AND ADMINISTRATIVE SERVICES
VENDOR QUESTIONS AND ANSWERS**



**HHS Enterprise Contract and Procurement
Services**

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM:# 1
for
SOLICITATION:# 529-10-0013

Date: 7/24/09	ECPS Purchaser/Contract Administrator: Thomas Spears Phone: 512-206-5769 Fax: 512-206-5006
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Date D/ue: 07/29/09**Time:** 1:00PM
Month /Day/ Year

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC Post Responses to Vendor Questions.

Question /Answer #	RFP Section/ Page Reference	Questions and Answers
Q 1	Section 2	<p>In Section 2.15, "Format and Content," page 18, the RFP states that the proposal "must consist of two parts: Part 1 - Business Proposal and Part 2 - Budget Proposal."</p> <p>However, Section 2.15.2, page 21, seems to introduce a third Part, called "Part 2 - Technical Proposal."</p> <p>Please confirm Respondent's understanding that the Technical Proposal was not intended to be a requirement of this RFP, and that the Cost Proposal, labeled "Part 3" on page 22, should be labeled "Part 2," for consistency.</p>
A		<p>Respondent's understanding is correct. The RFP does not include a technical proposal requirement. The RFP Cost Proposal that is required on page 22 is clarified to be labeled as "Part 2".</p>
Q 2	Section 2	<p>If the answer to Question 1 is that Respondent's understanding is not correct, meaning Respondent is required to submit a "Technical Proposal," can you please specify which "business activities and requirements described in the RFP", Section 2.15.2, page 21, HHSC expects are in need of a technical solution?</p>

		(Question 2, continued) Also, please clarify the proper sequence of the Parts (Business, Technical, and Cost).
A		Respondent's understanding is correct. The RFP does not include a technical proposal requirement. See answer for Q3.
Q 3	General	The inaugural RFP for this program, RFP #529-06-0277, released October 17, 2005, resulted in HHSC Contract #529-06-0277-0001. That contract and its subsequent amendments provided that, "The purpose of this program is to promote childbirth rather than abortion. Therefore, providing abortions, or providing information about abortion or referrals to abortion services, is inconsistent with the purpose of this program. However, under the provisions of the RFP, abortion may be discussed in the context of promoting childbirth rather than abortion." Please confirm that under this RFP, #529-10-0013, the purpose of this program is to promote childbirth rather than abortion, and that providing abortions, or providing information about abortion or referrals to abortion services, is inconsistent with the purpose of this program. Please confirm also that under RFP, #529-10-0013, abortion may be discussed in the context of promoting childbirth rather than abortion.
A		This procurement's Section 1.4 Mission Statement and Section 1.5 Mission Objectives clearly state that HHSC seeks to promote childbirth with healthy outcomes for both mothers and children through the provision of support services for pregnant women who have made the decision to give birth. As such abortion is not a consideration for the clients of this program, and a discussion of abortion is inconsistent with the program's mission.
Q 4	General	Will the client services described by the RFP be available only to U.S. citizens? Texas residents?
A		Client services will only be available to United States citizens or those who can establish United States Citizenship and Immigration Service (USCIS) status as a lawfully admitted qualified alien.
Q 5	General	Please confirm that administrative costs for the prime contractor can include employee costs.
A		Yes, administrative costs can include employee costs up to a cap of 15% of the grant. Proposals with lower administrative costs will be looked upon favorably.
Q 6	In Section 2.15.3, "Cost Proposal," page 22	A reference is made to "RFP Attachment A." We could not locate Attachment A; please advise as to where Attachment A is located.
A		Pages 27, 28 and, 29 are the templates described as attachment A
Q 7	Section 2.15.1.2, Section 3 page 19	"Financial Capacity," the Respondent is required to submit a current financial statement plus two years of audited financial reports. Please clarify whether these financial statements and reports count against the 50-page limit to the Respondent's proposal.

A		No they do not count against the 50 page limit
Q 8		Are there specific counties or cities that this project targets? (Specific Metropolitan Areas or Rural Areas)
A		This program is to provide for statewide implementation and operation for statewide service provision.
Q 9		Minimally how many physical sites should this project host across the State of Texas?
A		There is no minimum or maximum number of sites; however this program is intended to offer statewide services.
Q 10		After 2011, how will this program maintain sustainability? Should potential contractors include sustainability recommendations
A		Unknown at this time as to program operation beyond the term specified in the RFP. Sustainability recommendations are not required in this RFP.
Q 11		Is this program a pilot program? Should potential vendors incorporate cost associated with closing offices and reducing staff in 2011 program timeline and budgets?
A		This is not a pilot program. No, costs associated with closing offices and reducing staff in 2011 should not be included in the program's proposed timeline and budgets. Budget should be for operational costs for program operation.
Q 12		May the contractor incorporate HHSC logo/name in marketing material?
A		Yes with HHSC permission only. Any and all marketing materials must be approved through HHSC

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. **Sign and return this addendum to HHSC-ECPS with the solicitation response;** or
2. Acknowledge receipt of this addendum on face of your response, **or;**
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____ Date: _____

Printed or Typed Name of Authorized Signature: _____

Business Entity Name: _____