

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000128700001
AMENDMENT NO. 2**

The **Health and Human Services Commission** (“HHSC” or “System Agency”) and Helen Farabee Centers (“Grantee”), collectively referred to as “Parties” to HHSC Contract No. HHS000128700001 effective June 1, 2018 (the “Contract”), now want to amend the Contract further. Under the terms and conditions of the Contract, HHSC has been funding Grantee’s delivery of services under the Recovery Support Services-Treatment Organizations Texas Targeted Opioid Response (“RSS-TO TTOR) Program (the “Services”).

Whereas, HHSC wants to renew the Contract for two additional fiscal year (FY) terms – FY 2021 and FY 2022;

Whereas, HHSC wants to add funds to the Contract to pay for Services provided during FY 2021 and FY 2022;

Whereas, HHSC wants to revise the Statement of Work;

Whereas, HHSC wants to revise the Statement of Work Supplemental; and

Whereas, HHSC wants to revise the Budget.

The Parties therefore agree as follows:

1. The Contract is hereby renewed. The additional two-year term will begin on September 1, 2020 and terminate on August 31, 2022.
2. Article III of the Contract (Duration) is hereby amended by changing the termination date from August 31, 2020 to August 31, 2022.
3. Article IV (Budget) is hereby deleted in its entirety and replaced with the following:

IV. BUDGET

The total amount of this Contract shall not exceed \$1,250,000.00. HHSC will allocate funding during each FY as follows:

- A. FY 2021 – \$250,000.00 from September 1, 2020 through August 31, 2021;
and
- B. FY 2022 – \$250,000.00 for September 1, 2021 through August 31, 2022.

All expenditures under the Contract must conform with Attachment B – Budget (Revised September 2020).

4. Attachment A – Statement of Work (Revised March 2019) is hereby deleted in its entirety and replaced with Attachment A – Statement of Work (Revised September 2020).

5. Attachment A-1 – Statement of Work Supplemental (Revised March 2019) is hereby deleted in its entirety and replaced with Attachment A-1 – Statement of Work Supplemental (Revised September 2020).
6. Attachment B – Budget (Revised March 2019) is hereby deleted in its entirety and replaced with Attachment B – Budget (Revised September 2020).
7. This Amendment shall be effective on September 1, 2020.
8. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
9. Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page to follow

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SIGNATURE PAGE FOR AMENDMENT NO. 2

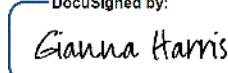
HHSC CONTRACT NO. HHS000128700001

HEALTH AND HUMAN SERVICES COMMISSION

HELEN FARABEE CENTERS

By: DocuSigned by:

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Signature

By: DocuSigned by:

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Signature

Sonja Gaines

Gianna Harris

Printed Name

Printed Name

Assoc. Commissioner IDD/BH

Executive Director

Title

Title

August 25, 2020

August 24, 2020

Date of Signature

Date of Signature

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS CONTRACT, AND THEIR ITS TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

- ATTACHMENT AStatement of Work (Revised September 2020)**
- ATTACHMENT A-1Statement of Work Supplemental (Revised September 2020)**
- ATTACHMENT BBudget (Revised September 2020)**
- ATTACHMENT HFederal Funding Accountability and Transparency Act (FFATA) Certification**

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ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

(Revised September 2020)

I. PURPOSE

To increase the prevalence and quality of long-term recovery from opioid use disorders (e.g., opioid use), by enhancing quality of life and increased social connections through sustained engagement in long-term recovery support services.

II. GOALS

- A.** Align treatment services with a recovery-oriented approach.
- B.** Develop a recovery-oriented treatment workforce that can successfully integrate recovery support services and support individuals' efforts to initiate and sustain their recovery.
- C.** Expand the availability and quality of recovery-oriented supports and services in treatment settings.
- D.** Establish effective linkages between treatment, peer-run recovery community organizations, and other community-based organizations.

III. TARGET POPULATION

Individuals who have a history of using and misusing opioids *and* individuals who have an opioid use disorder (OUD) along with their family members, significant others, and supportive allies.

IV. GRANTEE RESPONSIBILITIES

A. Service Requirements

Grantee shall:

- 1.** Provide substance use recovery support services under this Contract.
- 2.** Ensure that Medication Assisted Therapy (MAT) Services be made available to individuals meeting diagnostic criteria for OUD by engaging individuals misusing opioids and those with OUD in a process of informed consent, referral, and warm hand off to treatment. The use of these funds requires that only evidence-based treatments, practices and interventions for OUD be used by grantees and subgrantees. Substance Abuse and Mental Health Services Administration (SAMHSA) requires that Federal Drug Administration (FDA)-approved medication-assisted treatment (MAT) be made available to those diagnosed with

OD. FDA-approved MAT for OUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, buprenorphine implants, and injectable extended-release naltrexone. Medical withdrawal (detoxification) is not the standard of care for OUD, is associated with a very high relapse rate, and significantly increases an individual's risk for opioid overdose and death if opioid use is resumed. Therefore, medical withdrawal (detoxification) when done in isolation is not an evidence-based practice for OUD.

3. Ensure administrative staff (Executive Director and/or Program Director) and up to at least two direct-paid staff (consisting of at least one Recovery Coach) attend the programmatic trainings held in Austin, Texas.
 - a. Grantee will include travel, per diem, and lodging expenses including registration fee in Grantee's categorical budget.
 - b. Grantee will be required to attend one face-to-face recovery support services training. Training dates, times and location will be determined by HHSC. Required attendance at trainings will be completed by August 31, 2021.
4. Ensure that appropriate staff participate in HHSC webinars, conference calls, and trainings at the specified dates, times, and locations as required by HHSC.
5. Ensure that Recovery Coaches have completed the required HHSC- approved 46-hour Recovery Coach Training. Grantee or individual seeking Recovery Coach Training will be responsible for all costs incurred in obtaining the 46-hour training.
6. Ensure that Recovery Coaches working with the opioid population receive the Medication-Assisted Recovery Support (MARS) Training and the Medication-Assisted Advocacy Training.
7. Ensure that Recovery Coaches and all treatment, recovery support staff, and participants receive overdose prevention education that includes how to access and administer naloxone. Participants will also be provided with their own overdose reversal kit.
8. Ensure that Recovery Coaches have access to the Applied Suicide Intervention Skills Training (ASIST).
9. Work with HHSC staff to transform their organization from a traditional treatment setting to a recovery-oriented setting. Grantee's treatment staff will attend all relevant webinars, conference calls, and trainings as requested by HHSC.
10. Work collaboratively with the Local Mental Health Authority (LMHA) and/or Local Behavioral Health Authority (LBHA) and other community providers to increase job placements for participants.
11. Work with HHSC staff to increase collaboration between Grantee's treatment staff and recovery coaches to improve participant outcomes.
12. Upon **Notice to Proceed** by HHSC, the selected Grantee shall utilize funding to coordinate transportation and pay transportation costs for the provision of

transporting the Grantee's RSS participants to attend the Big Texas Rally for Recovery in 2020 and 2021. The selected Grantee shall:

- a. Secure affordable, reliable, and safe transportation for rally participants.
- b. Verify that inspections, operating status, licensing, and insurance of the vehicle are current.
- c. Ensure that vehicle is comfortable, safe, and reliable for transporting passengers and that the number of passengers does not exceed the vehicle's capacity.
- d. Coordinate the times for departure and arrivals to/from designated locations.
- e. Make any necessary deposit and timely payments as applicable.

B. Administrative Requirements

Grantee shall:

1. Comply with all applicable rules adopted by HHSC related to substance services and published in Title 25 of the Texas Administrative Code (TAC), including the following Chapters:
 - a. Chapter 441 - General Provisions; and
 - b. Chapter 442 - Investigations and Hearings
2. Develop a mission statement to include recovery principles and values that will promote sustained recovery and wellness.
3. Adhere to the transformation guidelines provided by HHSC and HHSC-funded evaluation contractor on the transformation and integration of services into a recovery-oriented approach.
4. Ensure the following recovery-oriented values and principles are reflected in their organization's service delivery:
 - a. Choice and Self Determination:
 - i. Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
 - ii. Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.
 - iii. Acknowledge an individual's choice for their own pathway to recovery.
 - iv. Ensure that participants have a choice in selecting their recovery coach.
 - b. Community Integration:
 - i. Implement an assessment process for participants that explores multiple life domains and assesses their strengths, challenges, and goals, and not just their substance use history.

- ii. Provide participants the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery.
 - iii. Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their personal goals and rebuilding their lives within their community.
 - iv. Align organizational policies to ensure that recovery coaches have access to transportation, funds, flexible work schedules, cell phones, and other required resources to work with participants outside of the organizational setting and in their local communities.
 - v. Ensure that each participant has a recovery plan that outlines both their personal goals and next steps for rebuilding their life in the community and sustaining their recovery.
 - vi. Ensure that recovery coaches meet with participants in various community settings to decrease their dependency on the Grantee and increase their connection to local community supports.
- c. Peer Culture:
- i. Offer an array of recovery support services that involve direct assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following approaches:
 - (1) Hiring Recovery Coaches;
 - (2) Mobilizing peer volunteers;
 - (3) Facilitating Focus Groups;
 - (4) Participation in Story Telling Opportunities;
 - (5) Providing peer support groups; and
 - (6) Other peer-run activities required by HHSC.
 - ii. Ensure volunteers do not maintain an RSS caseload but rather supplement and support efforts of recovery coaches.
 - iii. Form a Peer Advisory Council (PAC) comprised primarily of individuals receiving services. Grantee will ensure the PAC is empowered to provide recommendations to leadership around program design, program evaluation, enhanced service delivery and organization's overall recovery-orientation and provide space for meetings to be conducted at minimum, once every 120 days.
- d. Family Inclusion:
- i. Ensure that participants have the right to define their "families" broadly to include biological relatives, significant others, and other supportive allies.
 - ii. Ensure that participant receives recovery support services and will ensure family members and supportive allies are invited to participate in recovery planning activities and offered education and support.

- e. Continuity of Care:**
 - i.** Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.
 - ii.** Ensure that continuing support plans are developed early in the treatment episode and that recovery coaches are an integrated part of the development, initiation and follow-through process.
 - iii.** Ensure that Recovery Coaches make every effort to stay connected to participants for a minimum of 12 months by utilizing a combination of strategies including telephone, assertive outreach, and face-to-face meetings.
 - iv.** Individualize the intensity of support that participants need over time (preferably 3 times per week within the first 30-90 days).
 - v.** Implement recovery-oriented practices such as motivational interviewing.
 - vi.** Will not terminate services with participants when they experience a lapse in recovery, but continue to engage them, identify challenges to maintain recovery, and readjust their recovery plan.
 - f. Partnership-Counselor Relationships:**
 - i.** Ensure participants direct their own recovery through collaborative relationships and develop an action-based recovery plan.
 - ii.** Ensure that recovery coaches are integrated into the clinical service delivery team and there are collaborative team meetings with participants receiving recovery support services to ensure that services are coordinated.
 - iii.** Ensure that counselors and recovery coaches share treatment and recovery plans with one another and collaborate on next steps for the participants being served.
 - g. Culturally and Linguistically Competent:**
 - i.** Provide services in a culturally, linguistically, and developmentally appropriate manner for participants, family members, and supportive allies.
 - ii.** Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.
 - h. Promote Recovery Coach Self-Care**
 - i.** Recovery Self-Care will be supported through supervision, staff recognition, recovery cafés, (group check-ins), and other activities approved by System-Agency.
 - ii.** Implement a process to support a recovery coach who struggles or relapses in their recovery.
- 5.** Grantee shall work with individuals across the various stages of change and styles of recovery, including non-abstinence.

6. Provide a wide array of non-clinical services and supports that helps participants to initiate and sustain their recovery using the following types of recovery supports: Emotional, Informational, Instrumental, and Affiliational.
7. Grantee will, through the use of focus groups, interviews, or surveys, receive information from those receiving services. Information gathered is then shared with the Grantee's leadership and used to modify and improve services, and service setting.
8. Ensure that relationships between clinical staff and recovery staff are mutually respectful and supportive.
9. Meet all data reporting requirements as established by HHSC. Grantee will comply and submit required reporting data as described in Reporting Requirements of the Contract.
10. Ensure the organization has the technological capacity and staff capability to use technology related to entering reporting data in HHSC approved electronic record.
11. Maintain all documents that require participant, staff or volunteer signature in the participants' physical record for review by HHSC staff.
12. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants, family members, and supportive allies.
13. Maintain current written policies and procedures on file and available for review by HHSC.
14. Grantee's policies and procedures must address participant safety and ensure all activities with participants, family members, and supportive allies are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
15. Report information fairly, professionally, and accurately when providing recovery services, documenting services and contacts, and when communicating with other professionals, HHSC staff, and community-based organizations.
16. Identify and revise the organizations' policies and procedures that are inconsistent with recovery processes. Grantee's written policies and procedures will be aligned with a recovery management orientation.
17. Post the days and hours of operation at all building sites and entrances.
18. Ensure that recovery coaches are available five days-per-week.
19. Ensure that emergency support is available after hours and during weekends via telephone support by recovery coaches. Grantee will post telephone support information at all building entrances.
20. Provide flexible hours of services based on the needs of individuals seeking services.

21. Maintain documentation of continuing education units (CEUs) on employees and volunteers in their personnel file and make available for HHSC review.
22. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for HHSC review.
23. Provide written job descriptions for personnel assigned to input data into HHSC Clinical Management for Behavioral Health Services (CMBHS) system.
24. Grantee's staff job descriptions will include but not be limited to:
 - a. Job duties and responsibilities;
 - b. Required qualifications;
 - c. Job supports (weekly support and feedback sessions with experienced Peer Coaches); and
 - d. Required trainings.
25. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a resource network of community and social service agencies serving or having an interest in the target population. MOUs will encourage networking, coordination, and referrals to help address the needs of the participants, their families, and supportive allies. MOUs will be in place within 60 days of the contract start date. Grantee will maintain copies of the signed MOUs on file for HHSC review upon request. All MOUs will include:
 - a. Partnership vision;
 - b. Purpose and concept;
 - c. Partnership goals and desired outcomes;
 - d. Description of participating organizations;
 - e. Methods of partnership roles and responsibilities;
 - f. Address the non-duplication of services;
 - g. Be signed by both parties,
 - h. Contain beginning and end dates,
 - i. Be reviewed annually, and
 - j. Have at a minimum, MOUs with the following local entities:
 - i. HHSC-funded substance use disorder treatment providers;
 - ii. Community-Based Organizations;
 - iii. Recovery Community Organizations (if available in area);
 - iv. LMHAs and LBHAs; and
 - v. Other community social service agencies that may provide support services to participants.

- 26.** Have on file a recovery support services resource directory that contains current information to include: location, contact information, services offered, days and hours of operation, and eligibility criteria.
- 27.** Use recovery-oriented, person-first language and service delivery that reflects recovery.
- 28.** Ensure that all participant surveys are available in both Spanish and English formats and in other languages as determined by the Grantee and the needs of the population being served.
- 29.** Grantee will keep all participant surveys on file for HHSC review.
- 30.** Provide recovery support services to individuals via pre-treatment, assertive outreach and engagement.
- 31.** Grantee shall develop and implement an active peer leadership/advisory council in which participants in recovery, their family members, and supportive allies are involved with program design, program evaluation (e.g. conducting focus groups), and have opportunities to advise and/or make organizational decisions related to the overall recovery orientation of the organization that:
 - a.** Has direct access to the organization's executive level, and
 - b.** Is self-governed.
- 32.** Grantee shall provide training and technical assistance to staff members on the following topics: recovery, recovery pathways, recovery resources, and cultures.
- 33.** Grantee shall ensure the organization's mission statement includes recovery principles and values that will promote sustained recovery and wellness.
- 34.** Grantee and their staff are specifically prohibited of the following acts:
 - a.** Under the influence or impaired by the use of alcohol, or mood-altering substances (including prescription medications not used in accordance with a physician's order) while performing any job duties or having any interaction with participants, family members, or supportive allies.
 - b.** Illegal, unprofessional, or unethical acts (including acts constituting abuse, neglect, or exploitation).
 - c.** Assisting or knowingly allow another person to commit an illegal, unprofessional, or unethical act.
 - d.** Falsifying, altering, destroying, omitting significant information from required reports, records, or interfering with their preservation.
 - e.** Retaliation against anyone who reports a violation of these prohibitions, or who cooperates during a review, inspection, investigation, hearing, or other related activity.

- f. Interfering with HHSC reviews, inspections, investigations, hearings, or related activities, which includes taking action to discourage or prevent someone else from cooperating with the activity.
 - g. Entering into a personal or business relationship of any type with a participant, family members, or supportive allies.
 - h. Intimidating, harassing, or retaliating against participants who try to exercise their rights or make a complaint.
 - i. Allowing unqualified persons or entities to provide services.
 - j. Hiring or using known sex offenders in an RSS program.
35. Grantee shall have a written policy for the use of Grantee's designated vehicle(s) to transport participant, family members, or supportive allies to referral services. If the Grantee allows the use of Grantee's vehicle(s) or staff's personal vehicle to transport participants, family members, or supportive allies to referral services, it shall adopt transportation procedures that include the following:
- a. Vehicle(s) used to transport participant, family members, or supportive allies to referral services shall have appropriate insurance coverage for business or staff's personal coverage with a current safety inspection sticker and license registration.
 - b. Vehicle(s) used to transport participants, family members, or supportive allies to referral services shall be maintained in safe driving condition.
 - c. Drivers shall have a valid driver's license.
 - d. Use of tobacco products is prohibited in all vehicles used for transporting participant, family members, or supportive allies to referral services.
36. Provide Recovery-Support Services to individuals via pre-treatment assertive outreach and engagement.

C. Confidentiality and Participant Rights

Grantee shall comply with the following confidentiality and participant rights requirements:

1. Services shall be appropriate for the participant's needs and circumstances, including age and developmental level, and shall be culturally sensitive.
2. Grantee shall not discriminate against any participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability (physical or mental), sexual orientation, medical condition, including HIV diagnosis or because a participant, family member, or supportive ally is perceived as being HIV-infected.
3. Grantee shall protect the privacy of participant, family members, or supportive allies served and shall not disclose confidential information without the participant's, family member's, or supportive ally's express written consent, except as permitted by law.

4. Grantee shall remain knowledgeable of, and obey, all State and Federal laws and regulations relating to confidentiality of records and information relating to the provision of recovery services.
5. Grantee shall not discuss or divulge information obtained in Recovery Coach or group sessions except in appropriate settings and for professional purposes that demonstrably relate to the case.
6. Grantee shall ensure confidential information acquired during delivery of recovery services shall be safeguarded from illegal or inappropriate use, access, and disclosure or from loss, destruction or tampering. These safeguards shall protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate release from the participant, family member, or supportive ally.
7. Grantee shall not exploit relationships with participants, family members, or supportive allies for personal or financial gain of the Grantee or its personnel.
8. Grantee shall not charge any fees for services provided under this Contract.
9. Grantee shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of a participant, family member, or supportive ally for services.
10. Grantee shall take immediate action to prevent or stop any abuse, neglect, or exploitation, and provide appropriate care.
11. Grantee or Grantee's staff member shall also report allegations of abuse or neglect of a child, elderly, or disabled individual to Department of Family and Protective Services (DFPS).
12. Grantee shall ensure that Participants Rights are posted in a conspicuous location at each of the Grantee's sites.
13. The Participants Rights shall be shared with each participant prior to the initiation of recovery services, in a way the participant can understand. The Participants Rights document shall be signed by the participant. A signed copy of the Participants Rights document shall be provided to the participant.
14. Grantee shall not retaliate against participants who exercise their rights or file a complaint.
15. Grantee shall not restrict, discourage, or interfere with participant communication with HHSC staff or any entity with which the participant chooses to communicate.
16. Grantee shall establish written rules addressing participant behavior designed to protect their health, safety, and welfare.
 - a. Participant behavior rules shall:
 - i. Explain consequences for violating program rules;
 - ii. Ensure consequences are reasonable; and

- iii. Be defined in writing and include clear identification of violations that may result in discharge.
 - b. Participant behavior rules shall not permit:
 - i. Physical consequences or measures involving the denial of food, water, sleep, or bathroom privileges; or
 - ii. Discipline that is authorized, supervised, or carried out by Participants.
- 17. Grantee shall inform every participant, family member, or supportive ally at the time of admission, verbally, and in writing, of the Grantee's program rules and consequences for violating the rules.
- 18. Grantee shall enforce the rules fairly and objectively and shall not implement consequences if any for the convenience of staff.

D. Staffing Requirements

Grantee shall:

- 1. Ensure recovery coaches, recovery peers, and volunteers demonstrate the following traits:
 - a. Ability to establish empathy with an individual;
 - b. Ability to work with diverse populations and cultural backgrounds;
 - c. Comfortable working independently in community settings;
 - d. Ability to focus on and reinforce positive strengths and behaviors;
 - e. A high level of energy and commitment;
 - f. Acceptance of extremely flexible working hours;
 - g. Open attitude towards pathways to recovery; and
 - h. Stable personal program of recovery.
- 2. Ensure the supervisors of recovery coaches support their coaches in understanding:
 - a. Boundary setting (personal, finance, emotional, ethical, and sexual);
 - b. Maintaining confidentiality;
 - c. The role of a Recovery Coach; and
 - d. How to respond to complaints.
- 3. Ensure that recovery staff are able to work with individuals across the various stages of change and styles of recovery.
- 4. Ensure that recovery supervisors, have completed HHSC-approved 46- hour Recovery Coach training and have at least one-year experience as a Recovery Coach.
- 5. Ensure recovery coaches, recovery peers, and volunteers have access to continuing education in ethics, confidentiality, and boundary maintenance.

6. Ensure that staff who conduct and/or enter participant data into CMBHS have attended HHSC data entry training or have completed their data entry training via webinar.
7. Document completion of data entry training in employee's folder and have available for review by HHSC.
8. Include recovery coaches, recovery peers, and volunteers providing recovery services in clinical, treatment and general staff meetings, and in trainings on topics that are relevant to their work (e.g. cultural competence, motivational strategies, trauma-informed services.)
9. Ensure recovery coaches, recovery peers, and volunteers have received training on the following:
 - a. Community resources for social support;
 - b. Resources for food, clothing, shelter, and other basic needs and how to access;
 - c. Resources for mental health care and how to access;
 - d. Mutual aid recovery groups, their functions, values and beliefs and how to access; and
 - e. Faith-based organizations and how to access.
10. Include recovery coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.
11. Ensure that Recovery Coach's hired will receive the required training on MARS and Medication Assisted Advocacy training.

E. Criminal Background Verification Requirements

Grantee shall:

1. Prior to employment, conduct and document criminal background checks and pre-employment drug testing of Grantee's potential employees and/or subcontractors who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
2. Prior to volunteering, conduct and document criminal background checks and drug testing of Grantee's volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
3. Conduct annual criminal background checks for Grantee's current staff, subcontractors, and volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
4. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, or volunteers who work directly or with participants, significant others, or other supportive allies.

5. Develop and maintain current written policies and procedures that require individuals (staff, subcontractors, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
6. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to HHSC for review upon request.
7. Maintain documentation of each criminal background check and drug testing on file and make available to HHSC for review upon request.

F. Staff Competencies

Grantee shall:

1. Ensure that newly hired full-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 4 months of hire.
2. Ensure that all newly hired part-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 8 months of hire.
3. Ensure that all volunteer Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 12 months of hire.
4. Provide the 46-hour HHSC-approved Recovery Coach training for new recovery coaches.
5. Grantee will reimburse recovery coach trainer for incurred travel costs (transportation, meals, lodging, and incidentals).
 - a. Travel reimbursement for the 46-hour training will not exceed \$1,000.00.
 - b. Travel expenses will be in accordance with the State of Texas travel guidelines.
6. Grantee will ensure completion of training for new recovery coaches within 30 days after date of employment or within 30 days of contract start date.
7. Ensure that all recovery staff have been trained in Medication-Assisted Recovery Support and Medication Assisted Advocacy Training.

G. Guidance on Support Services and Alternative Activities

Recovery Coach and related recovery support services provided under this Contract must be opioid related and provided to individuals recovering from opioid use disorders or individuals misusing opioids. Grantee will ensure that the total cost of alternative activities will not exceed ten percent (10%) of the total funding amount of the Contract award. If an alternative activity is not described within the Contract, Grantee will contact HHSC staff for prior approval before implementation of the activity. Activities may include:

1. Providing participants assistance in obtaining recognized recovery housing. Assistance not to exceed one-time funds up to \$500.00/per participant.
2. Providing participant's assistance with paying for utilities. Assistance not to exceed one-time funds up to \$300.00/per participant.
3. Providing participants assistance with paying for transportation. This includes bus passes, rails, taxi, or other public transportation approved by HHSC.
4. Grantee may purchase supplies for recovery services such as appointment cards, pens, copies, or other items approved by HHSC in accordance with HHSC-approved categorical budget.
5. Grantee may use funds for health and wellness support services. Example: providing supports that promote community integration such as paying for document assistance or purchasing personal care items.
6. Grantee may use funds for social activities (purchase movie to show at Grantee's site, bowling, Disc-Jockey.) that promote peer support and connectivity.
7. Grantee may transport participant to referral services and will be reimbursed for mileage costs incurred for Grantee-provided transportation.
8. As authorized under Section 1003 of the 21st Century Cures Act to support recovery and reduce the number of opioid-related deaths, Grantee may use Texas' Targeted Opioid Response (TTOR) grant funds for recovery support activities for opioid use disorder and may include Grantee providing identification and disposal materials, reversal toolkits, and harm- and risk-reduction materials/toolkits.

H. Monthly Reporting Requirements

1. Grantee shall be utilizing TTOR grant funds. Grantee will submit monthly reporting recovery support activities to meet federal reporting requirements. Grantee will submit the Recovery Support Services (RSS) TTOR Monthly Activities Report by the required due date using the System-approved template.
2. Grantee shall document, and report specified recovery activities and services in CMBHS as directed by HHSC in accordance with this Contract, unless otherwise noted.
3. Grantee shall access CMBHS to enter data and information into required forms for completion and submission, in accordance with instructions and frequency identified on the form. Grantee will complete the following forms in CMBHS as designated by HHSC:
 - a. Client Profile, Open Case, and RSS Pre-Enrollment Form when participant starts to consider long term coaching. The RSS Pre-Enrollment Form may remain in draft status for up to 6 months.
 - b. RSS Enrollment Form when participant has committed to long term coaching and complete within 14 days of Assessment of Recovery Capital Initial Form placed in closed complete status.

- c. Assessment of Recovery Capital Scale (RCS) Form within 14 days from date individual has decided to commit to long-term coaching as documented on the RSS Pre-Enrollment Form and at 12 months from RSS Enrollment date or more frequently.
- d. RSS Recovery Plan when participant has committed to long term coaching and within 14 days of RSS Enrollment Form being place in closed complete status. Revisions as needed based on individual's recovery needs.
- e. RSS Engagement Status reported monthly from date of RSS Enrollment.
- f. Recovery Check-up Form at 12 months from RSS Enrollment date; or more frequently if needed.
- g. Grantee shall ensure Recovery Check-Up be conducted regardless of whether the participant is still receiving individual Recovery Coaching at the time that the Check-Up are due.
- h. Grantee shall conduct interviews face-to-face with the participant. Grantee may however, conduct HHSC-approved electronic record participant interviews via telephone under any of the following circumstances:
 - i. After three documented unsuccessful attempts to schedule a face-to-face interview;
 - ii. If the participant is incarcerated; or
 - iii. If the participant resides or works more than 15 miles from the program's location.
 - iv. Grantee shall enter interview data into HHSC-approved electronic record within seven working days after the interview date.
 - v. Grantee shall use HHSC-approved electronic record to report descriptive information regarding the Recovery Coaches providing services in the program on a monthly basis.
 - vi. Grantee shall provide participant surveys to participants once recovery services have ended.
 - vii. Grantee shall use CMBHS to conduct and document interviews for participants receiving individual recovery coaching at enrollment into the program's recovery coaching services.

I. Submission Schedule and Reporting Requirements

1. Grantee shall submit and perform GPRA (Government Performance and Results Act) assessments for all participants who are considered engaged in recovery support services. At a minimum, a participant can be considered engaged if they have been receiving support for at least two months or they have committed to long term coaching. These assessments will be completed at intake, six-month follow-up, and discharge. Additionally, the six-month follow-up may be conducted between months five through seven, depending on the individual's availability. Grantee will use CMBHS to conduct, document and enter assessments as close to real time as possible. Grantees should aim to upload their data into CMBHS

within 1 day – but no later than 7 days – after the GPRA assessment is conducted.

2. Grantee shall submit all documents identified in the following table no later than the dates specified by HHSC (Due Date).

Report Name	Due Date *
Financial Status Report (FSR)	<p><u>Quarterly Reporting:</u> September through November – due December 31st December through February – due March 31st March through May – due June 30th June through August – due September 30th</p> <p>Note: The final FSR will be due within 45 days after the Contract termination date.</p>
Performance Measures in CMBHS	Due 15th day of the following month
CMBHS Security Attestation Form and List of Authorized Users	September 15th and March 15th
RSS-TTOR Monthly Activities Report	<p><u>Quarterly Reporting:</u> September through November – due December 31st December through February – due March 31st March through May – due June 30th June through August – due September 30th</p>
Closeout documents	Annually Reports due 45 days after the end of the Contract term

* If the Due Date falls on a weekend or holiday, the Due Date is the next business day.

3. Grantee shall maintain a minimum 80% follow-up rate for the six-month assessment, regardless of discharge status (including closed cases and clients who have left your program).
4. Grantees are permitted to offer an incentive with a maximum value of \$30 per participant only for:
 - a. the Completion of a 6-month follow-up assessment
 - b. Discharge assessments where program staff must search for a client who has left the program or a client who has dropped out of a program.

5. The incentives can include items such as gift cards, transportation vouchers, or phone cards. For further clarification on allowable items, contact your assigned contract manager. Incentives are not permitted for:
 - a. Routine GPRA discharge assessments; and
 - b. GPRA intake assessments.
6. Grantee will submit all documents identified below to the designated substance abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us), and Texas Targeted Opioid Response Mailbox (TTOR@hhsc.state.tx.us), by the required due date.
7. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.

V. BILLING INSTRUCTIONS

- A. Grantee will submit all invoices to HHSC through CMBHS monthly.
- B. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- C. The CFDA number for the State Targeted Response to the Opioid Crisis Grant is 93.788.
- D. The CFDA number is identified in the CMBHS Transactions List report.

ATTACHMENT B BUDGET

(Revised September 2020)

Grantee Name: Helen Farabee Centers

Contract Number: HHS000128700001

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Targeted Response to the Opioid Crisis Grant.
- B. Match is not required using State Targeted Response to the Opioid Crisis funds.
- C. Any unexpended balance associated with any other HHSC-funded contract may not be applied to this Contract.
- D. Funding
 - 1. Total reimbursements will not exceed \$1,083,332.00 for the period from June 1, 2018 through August 31, 2022.
 - 2. Texas Targeted Opioid Response (TTOR) State Targeted Response (STR) funding to be expended as follows:
 - a. FY 2018, June 1, 2018 through August 31, 2018: \$83,332.00
 - b. FY 2019, September 1, 2018 through April 30, 2019: \$166,668.00
 - c. TTOR STR total allocation: \$250,000.00
 - 3. TTOR State Opioid Response (SOR) funding shall be expended as follows:
 - a. FY 2019, May 1, 2019 through August 31, 2019: \$83,332.00
 - b. FY 2020, September 1, 2019 through August 31, 2020 - \$250,000.00
 - c. FY2021, September 1, 2020 through August 31, 2021 - \$250,000.00
 - d. FY2022, September 1, 2021 through August 31, 2022 - \$250,000.00
 - e. TTOR SOR total allocation: \$833,332.00
- E. HHSC Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.
- F. Cost Reimbursement Budget
 - 1. The Cost Reimbursement budget documents all approved and allowable expenditures. Accordingly, Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests that funds be utilized for expense(s) not documented in the approved budget, Grantee shall notify the HHSC Contract

Representative in writing and request approval before utilizing the funds as requested. HHSC shall provide written notification of approval or denial.

2. If needed, Grantee may revise HHSC's approved Cost Reimbursement budget. The requirements for doing so are as follows:
 - a. Grantee is allowed to transfer funds from the budgeted direct categories only, with the exception of the Equipment category. Grantee may transfer up to 10% of the Fiscal Year Contract value without HHSC's approval. Budget revisions that exceed the 10% threshold require HHSC's written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the 10% threshold requirement stated directly above in Section (H)(2)(a) by submitting a written request to the HHSC Contract Representative. This change will be considered a minor administrative change and will not require an amendment. HHSC shall provide written notification if the budget revision is approved, and the HHSC Contract Representative will update CMBHS as needed.
 - c. Grantee may revise the Cost Reimbursement budgeted amounts for "Equipment" and "Indirect Cost," but a formal amendment will be required. Grantee shall submit to the HHSC Contract Representative a written request to revise the budget that includes a justification for the revision(s). The HHSC Contract Representative shall provide written notification stating whether the requested revision is approved. If the revision is not approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the amendment is executed and signed by both parties.
3. The budgeted indirect cost amount is provisional and subject to change. HHSC reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the HHSC Contract Representative.

G. The budget amounts for FY 2018 through FY 2022 are as follows:

1. The cumulative budget for FY 2018 through FY 2020 from June 1, 2018 through August 31, 2022 is as follows:

PERSONNEL	\$271,132.00
FRINGE BENEFITS	\$139,196.00
TRAVEL	\$38,042.00
EQUIPMENT	\$0.00
SUPPLIES	\$13,070.00
CONTRACTUAL	\$18,680.00
OTHER	\$499,426.00
TOTAL DIRECT COSTS	\$979,546.00
INDIRECT COSTS	\$103,786.00
TOTAL	\$1,083,332.00
HHSC SHARE	\$1,083,332.00
MATCH	\$0.00

2. FY 2019 budget shall not exceed \$83,332.00, for the term of May 1, 2019 through August 31, 2019.

PERSONNEL	\$25,622.00
FRINGE BENEFITS	\$11,354.00
TRAVEL	\$1,502.00
EQUIPMENT	\$0.00
SUPPLIES	\$916.00
CONTRACTUAL	\$1,360.00
OTHER	\$34,246.00
TOTAL DIRECT COSTS	\$75,000.00
INDIRECT COSTS	\$8,332.00
TOTAL	\$83,332.00
HHSC SHARE	\$83,332.00
MATCH	\$0.00

3. FY 2020 Budget shall not exceed \$250,000.00, for the term of September 1, 2019 through August 31, 2020.

PERSONNEL	\$76,864.00
FRINGE BENEFITS	\$36,180.00
TRAVEL	\$3,604.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,336.00
CONTRACTUAL	\$4,080.00
OTHER	\$101,936.00
TOTAL DIRECT COSTS	\$225,000.00
INDIRECT COSTS	\$25,000.00
TOTAL	\$250,000.00
HHSC SHARE	\$250,000.00
MATCH	\$0.00

4. FY 2021 Budget shall not exceed \$250,000.00, for the term of September 1, 2020 through August 31, 2021.

PERSONNEL	\$65,107.00
FRINGE BENEFITS	\$36,671.00
TRAVEL	\$10,253.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,134.00
CONTRACTUAL	\$4,080.00
OTHER	\$110,028.00
TOTAL DIRECT COSTS	\$227,273.00
INDIRECT COSTS	\$22,727.00
TOTAL	\$250,000.00
HHSC SHARE	\$250,000.00
MATCH	\$0.00

5. FY 2022 Budget shall not exceed \$250,000.00, for the term of September 1, 2021 through August 31, 2022.

PERSONNEL	\$65,107.00
FRINGE BENEFITS	\$38,888.00
TRAVEL	\$10,253.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,134.00
CONTRACTUAL	\$4,080.00
OTHER	\$107,811.00
TOTAL DIRECT COSTS	\$227,273.00
INDIRECT COSTS	\$22,727.00
TOTAL	\$250,000.00
HHSC SHARE	\$250,000.00
MATCH	\$0.00