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HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779800011

AMENDMENT NO. 1

The Health and Human Services Commission ("HHSC" or "System Agency") and Collin County MHMR Center dba Lifepath Systems ("Grantee"), each a Party and collectively the "Parties" to that certain Treatment for Youth-Local Behavioral Health Authority ("TRY-LBHA") agreement denominated HHSC Contract No. HHS000779800011, effective September 1, 2020 (the "Contract"), now want to amend the Contract.

Whereas, the Parties have chosen to exercise their option to amend the Contract in accordance with Section 9.1 of Attachment D to the Contract;

Whereas, the Parties desire to extend the Contract by four additional years, through fiscal year (FY) 2025

Whereas, the Parties desire to add funds to the Contract for services generally delivered during FY 2022, FY 2023, FY 2024, and FY 2025;

Whereas, the Parties desire to add funds to the Contract, specifically for COVID-19 pandemic-related expenses incurred during FY 2022 and FY 2023;

Whereas, the Parties desire to revise the statement of work in Attachment A of the Contract;

Whereas, the Parties desire to revise Attachment B, Program Services & Unit Rates, based on the increased funding; and

Whereas, the Parties desire to replace the Special Conditions in Attachment E with an updated version.

Now, therefore, the Parties agree as follows:

1. Article III of the Contract Signature Document, Duration, is hereby amended to extend the Contract termination date to August 31, 2025.

2. Article IV of the Contract, Budget, is hereby amended by increasing System Agency funding by $50,216.00, per FY, for FY 2022 through FY 2025. Funding from the Substance Abuse Prevention Treatment (SAPT) Supplemental Grant also will be added to the Contract, in the amounts of $1,633.00 for FY 2022 and $878.00 for FY 2023. Supplemental Grant funds may only be used to support the delivery of services related to the COVID-19 pandemic.

A. The System Agency share of total reimbursements for FY 2021 through FY 2025 is allocated as follows:

(1) FY 2021 (September 1, 2020 through August 31, 2021).....$50,216.00

(1) FY 2022 (September 1, 2021 through August 31, 2022).....$51,849.00

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(2) FY 2023 (September 1, 2022 through August 31, 2023).....$51,094.00

(3) FY 2024 (September 1, 2023 through August 31, 2024).....$50,216.00

(4) FY 2025 (September 1, 2024 through August 31, 2025).....$50,216.00

B. Grantee's required 5% match per year for FY 2021 through FY2025 shall be $2,511.00. No additional match shall be required for SAPT Supplemental Grant funds awarded for FY 2022 and FY 2023.

C. The total Contract amount, which equals the sum of funds provided by System Agency plus Grantee's required matching funds is not to exceed $266,146.00.

3. Attachment A of the Contract, Statement of Work, is hereby deleted in its entirety and replaced with Attachment A, Statement of Work (Revised August 2021).

4. Attachment A-1 of the Contract, Statement of Work Supplemental, is hereby deleted in its entirety and replaced with Attachment A, Statement of Work Supplemental (Revised August 2021).

5. Attachment B, Program Services & Unit Rates, of the Contract is deleted in its entirety and replaced with Attachment B, Program Services & Unit Rates (Revised August 2021).

6. Attachment E, Special Conditions (Version 1.2), is deleted in its entirety and replaced with Attachment E, Special Conditions (Version 1.3) (Revised August 2021).

7. This Amendment shall be effective on September 1, 2021.

8. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1

HHSC CONTRACT NO. HHS000779800011

HEALTH AND HUMAN SERVICES COMMISSION

By: DocuSigned by: Trina Ita 2A511CE2A99E415...

Signature of Authorized Representative

Trina Ita

Associate Commissioner

August 19, 2021

Date of Signature

COLLIN COUNTY MHMR CENTER, dba Lifepath Systems

By: DocuSigned by: Tammy Mahan C0C2602E1EE2441...

Signature of Authorized Representative

Tammy Mahan

Chief Executive Officer

August 19, 2021

Date of Signature

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

ATTACHMENT A ..... Statement of Work (Revised August 2021)
ATTACHMENT A-1 .....Statement of Work Supplemental (Revised August 2021)
ATTACHMENT B..... Program Services & Unit Rates (Revised August 2021)
ATTACHMENT E..... Special Conditions Version 1.3 (Revised August 2021)
ATTACHMENT H ..... Federal Funding Accountability and Transparency Act (FFATA) Certification

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ATTACHMENTS FOLLOW

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ATTACHMENT A
STATEMENT OF WORK
TREATMENT FOR YOUTH (Revised August 2021)

SECTION I: PURPOSE

A. Grantee shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the Substance Use Disorder (SUD) Program Guide, located at the following link: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers, and American Society of Addiction Medicine (ASAM) criteria located at the following link: https://www.asam.org/asam-criteria/about, which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

1. Outpatient Treatment Services
   (ASAM Level 1 Outpatient Services)
2. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
3. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High Intensity Residential Services)

B. **TREATMENT FOR YOUTH (TRY) Program Target Population**
Youth Texas residents who meet *Client Eligibility* for HHSC-funded substance use disorder services as stated in the HHSC Substance Use Disorder (SUD) Program Guide

SECTION II: SERVICE REQUIREMENTS

Grantee shall comply with the following:

A. **Administrative Requirements**

1. Adhere to the most current SUD Program Guide.
2. Provide age-appropriate medical and psychological therapeutic services designed to treat an individual's SUD and restore functions while promoting Recovery.
3. Adhere to Level of Care/Service Type licensure requirements.
4. Comply with all applicable TAC rules adopted by the HHSC related to SUD treatment.
5. Document all specified required activities and services in the Clinical Management of Behavioral Health Services (CMBHS) system. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request
6. In addition to TAC and SUD Program Guide required Policies and Procedures, Grantee shall develop and implement organizational policies and procedures for the following:

    a. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;

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b. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
c. Client retention in services, including protocols for addressing clients absent from treatment and policies defining treatment non-compliance; and
d. All policies and procedures shall be provided to HHSC upon request.

7. Ensure that Program Directors participate in their specific program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Grantee executive management may participate in the conference calls.
8. Actively attend and share representative knowledge about Grantee's system and services at the Outreach, Screening, Assessment, and Referrals (OSAR) quarterly regional collaborative meetings.
9. Adhere to Adolescent Program and Adult Program requirements and provisions as provided in the SUD Program Guide.
10. Ensure compliance with *Client Eligibility* requirements to include: Texas residence eligibility, Financial Eligibility, and clinical eligibility as specified in SUD Program Guide.
11. Grantee will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Adhere to *Memorandum of Understanding* requirements as stated in the SUD Program Guide.

B. **Service Delivery**

Grantee shall:

1. Adhere to the *Priority Populations for Treatment Programs* as stated in the SUD Program Guide.
2. Maintain *Daily Capacity Management Report* in CMBHS as required in the SUD Program Guide.
3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
    a. Grantee that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
    b. Grantee shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
    c. Grantee shall offer directly or through referral interim services to waitlisted individuals.
    d. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
    e. Develop a mechanism for maintaining contact with individuals awaiting admission.

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4. If unable to provide admissions to individuals within these Priority Populations for Treatment Programs according to SUD Program Guide:
    a. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
    b. When Grantee cannot admit a Client, who is at risk for dangerous withdrawal, Grantee shall ensure that an emergency medical care provider is notified.
    c. Coordinate with an alternate provider for immediate admission;
    d. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
    e. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
    f. Adhere to *Informed Consent Document for Opioid Use Disorder* applicable to individual as stated in the SUD Program Guide.
    g. When an individual is placed on a waiting list, Grantee shall screen and document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB) and sexually transmitted infections (STIs).

C. **Screening and Assessment**

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* regarding Screening and Assessment.
2. When documenting a CMBHS SUD screening, Grantee shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document Financial Eligibility in CMBHS as required in the SUD Program Guide.
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including Tuberculosis, Hepatitis B and C, sexually transmitted infection (STI), Human Immunodeficiency Virus (HIV).
    a. If Client indicates risk for these communicable diseases, Grantee shall refer the Client to the appropriate community resources for further testing and counseling.
    b. If the Client is at risk for HIV, Grantee shall refer the Client to pre and post-test counseling on HIV.
5. If the Client is living with HIV, Grantee will refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.

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6. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the Client record within three (3) Service Days of admission or a Program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) calendar days preceding admission.

D. **Treatment Planning, Implementation, and Review**

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Grantee shall use clinical judgment to assign a Projected length of stay for each individual Client.
3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. **Discharge**

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide *Information, Rules, and Regulations* regarding Discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed, if the following criteria are met:
    a. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and
    b. All problems on the treatment plan have been addressed.

   Grantee shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
    a. Problems that have been "referred" shall have associated documented referrals in CMBHS;
    b. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and

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c. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. **Additional Service Requirements**

Grantee shall:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the SUD Program Guide Information, Rules, and Regulations.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Grantee's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics: Tuberculosis, HIV, Hepatitis B and C, Sexually Transmitted Infections/Diseases, and health risks of tobacco and nicotine product use.
5. Provide Case Management as needed with documentation in CMBHS, as Case Management is essential to the ultimate success of the client.
6. Ensure client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Ensure that clients have the right to define their "families" broadly to include biological relatives, significant others, and be included in the SUD treatment process; Family counseling, Family Group, etc., of the Family Support Network group of components of the curriculum.
10. Ensure that clients and their family are referred to community support services.
11. Provide overdose prevention education to all clients.
12. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients that use drugs intravenously.
13. Directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk clients prior to discharge. Grantee will document all overdose prevention and reversal education in CMBHS.
14. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    a. Assess all Clients for tobacco use and clients seeking to cut back or quit.
    b. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
    c. Obtain parental consent, if applicable, to refer client for tobacco cessation materials.
15. Utilize HHSC as the payer of last resort if the client has other/outside funding available (i.e., wages, insurance, etc.).

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SECTION III: STAFF COMPETENCY AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and SUD Program Guide.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for *Personnel Practices and Development* with TAC and HHSC SUD Program Guide requirements.
5. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training on the following:
    a. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    b. Trauma-informed care;
    c. Cultural competency;
    d. Harm reduction trainings;
    e. HIPAA and 42 CFR Part 2 training; and
    f. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.
5. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
6. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
    a. Motivational Interviewing Techniques;
    b. Cultural competencies;
    c. Reproductive health education;
    d. Risk and harm reduction strategies;
    e. Trauma Informed Care; or
    f. Suicide prevention and intervention.
7. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
8. Grantee shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post- QCC licensure experience providing SUD treatment.
9. SUD counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. SUD education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
10. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
11. Develop a policy and procedure on staff training, available for HHSC review, to ensure that information is gathered from Clients in a respectful, nonthreatening, and culturally competent manner.

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12. Adapt services and accommodate persons as appropriate to meet the needs of special populations.
13. Adhere to TAC requirement related to Additional Requirements for Adolescent Programs regarding direct care staff knowledge, skills, and abilities.
14. Ensure direct care staff in adolescent Programs have the knowledge, skills, and abilities to provide services to adolescents, as they relate to the individual's job duties.
15. Demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to adolescent services, including but not limited to areas regarding: substance use, misuse and substance use disorder treatment specific to adolescent treatment; appropriate treatment strategies, including family engagement strategies; and emotional, developmental, and mental health issues for adolescents.
16. Choose and implement with fidelity one (1) of the following evidence-based models:
    a. Cannabis Youth Treatment Series (CYT); or
    b. Seeking Safety Treatment Series; or
    c. The Seven Challenges; or
    d. Grantee may choose to use additional models, practices, or curricula that are evidence-based and approved in writing by HHSC.

SECTION IV: LEVELS OF CARE/SERVICE TYPES

A. OUTPATIENT TREATMENT SERVICES (ASAM Level 1 Outpatient Services)

Grantee shall:

1. Adhere to TAC requirements and SUD Program Guide for outpatient treatment services.
2. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.

B. SUPPORTIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

Grantee shall:

1. Adhere to TAC applicable supportive residential services requirements.
2. Adhere to SUD Program Guide for residential services.
3. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
4. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.
5. Facilitate regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.

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6. Develop and implement written Policy and Procedures addressing notification of parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for HHSC review.
7. For pregnant and parenting clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:

    a. Gender-specific parenting education;
    b. Reproductive health education and pregnancy planning;
    c. DFPS coordination;
    d. Family violence and safety;
    e. Fetal and child development;
    f. Current infant and child safety guidelines;
    g. Financial resource needs; and
    h. And any other needs of the Client's children.

C. **INTENSIVE RESIDENTIAL TREATMENT SERVICES (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**

Grantee shall:

1. Adhere to TAC applicable intensive residential services requirements.
2. Adhere to SUD Program Guide for residential services.
3. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
4. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.
5. Facilitate regular communication between an adolescent Client and the Client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the Client record.
6. Develop and implement written Policy and Procedures addressing notification of parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for HHSC review.
7. For pregnant and parenting Clients, Grantee shall address the needs of parents on the treatment plan either directly or through referral including but not limited to the following:

    a. Gender-specific parenting education;
    b. Reproductive health education and pregnancy planning;
    c. DFPS coordination;
    d. Family violence and safety;
    e. Fetal and child development;
    f. Current infant and child safety guidelines;
    g. Financial resource needs; and
    h. And any other needs of the Client's children.

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SECTION V: REPORTING AND SUBMISSION REQUIREMENTS

1. Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency through GlobalScape EFT (https://sftp.hhs.texas.gov/) or CMBHS by the required due date and report name described in Table 1: Submission Requirements:
    a. Grantee shall submit all documents listed in Table 1 by the Due Date stated.
    b. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.
    c. Grantee shall submit monthly clams in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
    d. Grantee shall submit annual Contract Closeout documentation each fiscal year with a final contract closeout due October 15 of the final contract year.
    e. Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15th and March 15th to the designated folder in GlobalScape EFT.
    f. Grantee's duty to submit documents will survive the termination or expiration of this Contract.

2. System Agency will monitor Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Submission System
Section IV	Claims in CMBHS	All claims must be entered monthly by the 15th of the following month.	CMBHS
Section IV	Closeout documents	Final closeout documents due October 15th each fiscal year.	GlobalScape
Section IV	CMBHS Security Attestation Form and list of authorized users	September 15th and March 15th annually	GlobalScape

SECTION VI: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

A. All CMBHS requirements for the TRF program are detailed in Section V, *System of Record* of the Program Guide, which includes the following references:

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1. Designation of Security Administrator and backup Security Administrator
2. Establishment of Security Policy
3. Notifications to CMBHS Help-desk within 10 business days of any changes to Security Administrator
4. CMBHS user access, including removal of user access within 24 hours for those who are no longer authorized to have access to secure data.

B. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees and contracted laborers authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to the designated folder in Globalscape EFT.

C. Attend System Agency training on CMBHS documentation.

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ATTACHMENT A-1
STATEMENT OF WORK SUPPLEMENTAL (Revised August 2021)

A. CONTRACT INFORMATION

Vendor ID:	17517619114
Grantee Name:	Collin County MHMR Center, DBA Lifepath System
Contract Number:	HHS000779800011
Contract Type	Treatment
Payment Method:	Fee-for-Service
DUNS Number:	161443783
Federal Award Identification Number (FAIN)	B08TI083054-01

B. SERVICE AREA

Services or activities will be provided to individuals from the following counties:

Region 3 – Collin County

C. RENEWALS

There are no renewals available for this contract.

D. CONTACT INFORMATION

Name:	Bryan Hunter
Email:	Bryan.Hunter@hhs.state.tx.us
Telephone:	512-206-5313
Address:	909 W 45th Street, Bldg. 552 (MC 2058)
City/Zip:	Austin TX 78751

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ATTACHMENT B
PROGRAM SERVICES & UNIT RATES
(Revised August 2021)

GRANTEE NAME

Collin County MHMR Center DBA Lifepath Systems

CONTRACT NUMBER

HHS000779800011

A. Funding from the U.S. Department of Health and Human Services ("HHS") and the Substance Abuse and Mental Health Services Administration ("SAMHSA") will be used to finance the Texas Health and Human Services Commission ("HHSC" or "System Agency") Substance Use Disorder project(s), which include the services provided under this Contract.

B. The following Assistance Listing Number (ALN) funds, if any, are listed as part of HHSC's share.

1. Substance Abuse Prevention Treatment (SAPT) Grant, ALN 93.959

2. State General Revenue

3. Substance Abuse Prevention Treatment (SAPT) supplemental grant, ALN 93.959

C. Grantee shall comply with the requirements applicable in 2 CFR 200 (relating to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the Texas Grant Management Standards (TxGMS).

D. Grantee shall review and comply with HHSC's Grants Technical Assistance guide, which provides guidance on financial administration in order to clarify the applicable laws, rules, and regulations. See https://hhs.texas.gov/doing-business-hhs/grants for a copy of the guide.

E. Funding

1. HHSC's share of total reimbursements is not to exceed $253,591.00 for the period from September 1, 2020 through August 31, 2025, as further specified in Article IV, Budget, of the Contract. The HHSC share of total reimbursements for each fiscal year (FY) is allocated as follows:

a. FY 2021 (September 1, 2020 through August 31, 2021).....$50,216.00
b. FY 2022 (September 1, 2021 through August 31, 2022).....$51,849.00
c. FY 2023 (September 1, 2022 through August 31, 2023).....$51,094.00
d. FY 2024 (September 1, 2023 through August 31, 2024).....$50,216.00
e. FY 2025 (September 1, 2024 through August 31, 2025).....$50,216.00

2. Grantee shall provide a five percent (5%) match equal to $2,511.00 for each FY as follows:

a. FY 2021 (September 1, 2020 through August 31, 2021).....$2,511.00

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b. FY 2022 (September 1, 2021 through August 31, 2022).....$2,511.00
c. FY 2023 (September 1, 2022 through August 31, 2023).....$2,511.00
d. FY 2024 (September 1, 2023 through August 31, 2024).....$2,511.00
e. FY 2025 (September 1, 2024 through August 31, 2025).....$2,511.00

3. The System Agency share of total reimbursements shown above in Section E(1)(b and c) includes COVID-19 funding allocations for FY 2022 and FY 2023 that do not require match. Those funds are documented below:

a. FY 2022 (September 1, 2021 through August 31, 2022).....$1,633.00

b. FY 2023 (September 1, 2022 through March 14, 2023).....$878.00

4. The total Contract amount for September 1, 2020 through August 31, 2025 is not to exceed $266,146.00.

F. Grantee shall submit claims each month to HHSC through the Clinical Management for Behavioral Health Services (CMBHS) system.

G. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from HHSC as payment in full for services or goods provided to clients or participants; and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

H. Grantee may request revisions to the approved distribution of funds budgeted in the Service Type/Capacity/Unit Rate Chart, by submitting a written request to the HHSC Contract Manager. This change is considered a minor administrative change and does not require an amendment. HHSC shall provide a Technical Guidance Letter (TGL) notification if the revision is approved. The HHSC Contract Manager will update CMBHS, as needed.

I. Any unexpended balance associated with any other HHSC Contract may not be applied to this HHSC Contract.

J. HHSC funded capacity is defined as the stated number of clients who will be concurrently served as determined by this Contract.

K. Clinic numbers must be approved by the HHSC Contract Manager before billing can occur. A copy of the Clinic Change Request Form is located at: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

L. Service Types with no associated amount will be paid from the preceding Service Type with an associated amount.

M. The Service Types, Capacity, and Unit Rates in the tables below are approved and shall be delivered through this Contract:

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SERVICE TYPE / CAPACITY / UNIT RATE
FISCAL YEAR 2021

Service Type	Number Served	Capacity	Unit Rate	Amount
Youth Residential Intensive			$168.49	
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			$26.16	
Youth Residential Supportive			$106.74	
Youth Outpatient Services	5	1		$50,216.00
Youth Outpatient Group Counseling			$29.30	
Youth Outpatient Group Education			$17.79	
Youth Outpatient Individual			$60.69	
Youth Adolescent Support			$62.79	
Youth Adolescent Support – Medicaid Youth Wraparound			$62.79	
Youth Family Counseling			$78.49	
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			$78.49	
Youth Family Support			$78.49	
Youth Family Support – Medicaid Youth Wraparound			$78.49	
Youth Psychiatrist Consultation			$131.81	

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SERVICE TYPE / CAPACITY / UNIT RATE
FISCAL YEAR 2022

Service Type	Number Served	Capacity	Unit Rate	Amount
Youth Residential Intensive			$168.49	
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			$26.16	
Youth Residential Supportive			$106.74	
Youth Outpatient Services	24	3		$51,849.00
Youth Outpatient Group Counseling			$29.30	
Youth Outpatient Group Education			$17.79	
Youth Outpatient Individual			$60.69	
Youth Adolescent Support			$62.79	
Youth Adolescent Support – Medicaid Youth Wraparound			$62.79	
Youth Family Counseling			$78.49	
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			$78.49	
Youth Family Support			$78.49	
Youth Family Support – Medicaid Youth Wraparound			$78.49	
Youth Psychiatrist Consultation			$131.81	

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SERVICE TYPE / CAPACITY / UNIT RATE
FISCAL YEAR 2023

Service Type	Number Served	Capacity	Unit Rate	Amount
Youth Residential Intensive			$168.49	
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			$26.16	
Youth Residential Supportive			$106.74	
Youth Outpatient Services	23	3		$51,094.00
Youth Outpatient Group Counseling			$29.30	
Youth Outpatient Group Education			$17.79	
Youth Outpatient Individual			$60.69	
Youth Adolescent Support			$62.79	
Youth Adolescent Support – Medicaid Youth Wraparound			$62.79	
Youth Family Counseling			$78.49	
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			$78.49	
Youth Family Support			$78.49	
Youth Family Support – Medicaid Youth Wraparound			$78.49	
Youth Psychiatrist Consultation			$131.81	

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SERVICE TYPE / CAPACITY / UNIT RATE
FISCAL YEAR 2024 through FISCAL YEAR 2025

Service Type	Number Served	Capacity	Unit Rate	Amount
Youth Residential Intensive			$168.49	
Youth Intensive Residential Wraparound Services - Room & Board (Medicaid Youth)			$26.16	
Youth Residential Supportive			$106.74	
Youth Outpatient Services	5	1		$50,216.00
Youth Outpatient Group Counseling			$29.30	
Youth Outpatient Group Education			$17.79	
Youth Outpatient Individual			$60.69	
Youth Adolescent Support			$62.79	
Youth Adolescent Support – Medicaid Youth Wraparound			$62.79	
Youth Family Counseling			$78.49	
Youth Family Counseling – Medicaid Youth Wraparound – Parent Education Sessions			$78.49	
Youth Family Support			$78.49	
Youth Family Support – Medicaid Youth Wraparound			$78.49	
Youth Psychiatrist Consultation			$131.81	

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ATTACHMENT E: SPECIAL CONDITIONS (Revised August 2021

Health and Human Services Commission
Special Conditions

Version 1.3

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ATTACHMENT E: SPECIAL CONDITIONS (Revised August 2021

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The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

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

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

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

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

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

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

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

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

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

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

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

2.02 Conduct and Removal

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

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

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will obtain written approval from the System Agency.
d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.

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e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. ensure all subcontracts, must be in writing and include the following:
    1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    2. Detailed description of the services to be provided;
    3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
    4. Clearly defined and executable termination clause; and
    5. Beginning and ending dates that coincide with the dates of the Contract.
j. ensure and be responsible for the performance of the subcontractor(s).
k. not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:
a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
    1. Statement of Work
    2. Uniform Terms and Conditions
    3. Special Conditions
    4. Federal Assurances and Certifications
    5. Non-Exclusive List of Applicable Laws
    6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

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b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven (7) calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

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securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

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

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

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

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for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

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

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

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

4.04 Disaster Declarations

In the event of a local, state, or federal emergency, including natural, pandemics, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Expand, increase, or modify service delivery in impacted areas;
b. Community evacuation;
c. Health and medical assistance;
d. Assessment of health and medical needs;
e. Health surveillance;
f. Medical care personnel;
g. Health and medical equipment and supplies;
h. Patient evacuation;
i. In-hospital care and hospital facility status;
j. Food, drug and medical device safety;
k. Worker health and safety;
l. Mental health and substance abuse;
m. Public health information;
n. Vector control and veterinary services; and
o. Victim identification and mortuary services.

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Disaster related services may not commence, or expenditures incurred, until System Agency provides Grantee with a written Notification to Proceed. The contract may be amended to incorporate additional funds and performance or reporting requirements to support disaster services in the event services must be expanded, increased, or modified.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five (5) business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within five (5) days of the date of becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee will send notice, within five (5) business days to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee has knowledge or reason to believe that any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has engaged in any activity that:
   1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
   2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
   3. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or felony sex crime.

b. Grantee will not permit any person who engaged, or alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

5.04 Child Abuse Reporting Requirement

Grantee will:

a. comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.
d. retain reporting documentation on site and make it available for inspection by the System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee will;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
b. develop and implement written policies and procedures for abuse, neglect and exploitation.
c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

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Within ten (10) business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within ten (10) business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three (3) calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body will:

a. bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status 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 the member of the governing body or the officer or any 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 prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts, at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

1. Continue provision of services in response to a disaster declared by the governor; or
2. To ensure that services to clients continue without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.

d. Grantee will provide and invoice for services in the same manner as stated in the Contract.

e. An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will;

a. retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

b. retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.

c. maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.

d. retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years

e. retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

f. include this provision concerning records retention in any subcontract it awards.

g. ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD emailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c. Applying to all employees and visitors in this designated area; and

d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

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equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

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2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. **Equipment.**

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. **Equipment List.**

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

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iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. **Property Inventory and Protection of Assets.**

Grantee will;

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

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e. **Assets as Collateral Prohibited.**
Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. **Bankruptcy.**

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. **Title to Property**

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. **Disposition of Property**

1. Grantee will follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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i. **Closeout of Equipment**

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. **Insurance.**

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee will:

1. maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. **Travel**

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee will:

1. submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. ensure all travel costs are reasonable and necessary.
4. ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. **Management and Control Systems**

Grantee will:

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1. maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. **Property Acquisitions**

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. **Condition Precedent to Requesting Payment**

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. **Overtime Compensation.**

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:
   i. With the prior written approval of System Agency;
   ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
   iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
   iv. In performance of tests, laboratory procedures, or similar operations that are

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continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. **Fidelity Bond**

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. **Liability Coverage.**

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. **Quality Management.**

Grantee will:

1. comply with quality management requirements as directed by the System Agency.
2. develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

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3. update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. **Abuse, Neglect, Exploitation.**

Grantee will:

1. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. develop and implement written policies and procedures for abuse, neglect and exploitation.
3. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. **Persons on Probation or Parole.**

Grantee will:

1. develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. maintain copies of all notices required under this section for System Agency

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review.

u. **Personnel Requirements and Documentation.**

Grantee will;

1. maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.
Grantee shall:

1. request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. use the CMBHS time frames specified by System Agency.
3. use System Agency-specified functionality of the CMBHS in its entirety.
4. submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. **Resources**

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. **Security Administrator and Authorized Users**

Grantee shall:

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1. designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. have a security policy that ensures adequate system security and protection of confidential information.
3. notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

i. ensure that access to CMBHS is restricted to only currently authorized users.
ii. within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
iii. maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. **Security Violations and Accounts Updates.**

Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. **Electronic Transfer of Information.**

Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. **Access.**

System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when the Grantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

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f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines

Grantee will:

a. implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.

b. educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions

Grantees will;

a. bill for only one intensity of service and service type (either outpatient or residential) per client per day

b. not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

The following are the exception to item b.:

A client may receive;

a. co-occurring psychiatric / substance use disorder services,
b. ambulatory detoxification, or
c. opioid substitution therapy services,

at the same time the client receives SUD outpatient or residential treatment services or items 1-3 listed above.

If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.

Grantee will;

a. develop and implement written policies and procedures that address the delivery of

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services by employees, subcontractors, or volunteers on probation or parole.

b. submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

c. maintain copies of all notices required under this section for System Agency review.

d. ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;

b. To make cash payments to intended recipients of health services;

c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;

e. To provide financial assistance to any entity other than a public or nonprofit private entity; or

f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee will:

a. contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.

b. report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.

c. adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).

d. not use program income as match without prior approval of the contract manager assigned to the Contract.

e. If the match ratio requirement is not met by the beginning of the last three months of

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the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

***b.* Liquidated Damages.**

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

***c.* Grantee Repayment.**

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

***d.* Notice of Liquidated Damages.**

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within ten (10) calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.