

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000779800014
AMENDMENT NO. 1**

The Health and Human Services Commission (“System Agency”) and Collin County MHMR Center dba Lifepath Systems (“Grantee”), each a Party and collectively the “Parties” to that certain Recovery Support Services for Community-Based Organizations (RSS/CBO) agreement denominated HHSC Contract No. HHS000779800014, 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 through fiscal year (FY) 2023;

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

Whereas, the Parties desire to revise the statements of work in Attachments A and A-1 of the Contract;

Whereas, the Parties desire to adjust the budget in Attachment B of the Contract, 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, 2023.
2. Article IV of the Contract, Budget, is hereby amended to increase funding by \$77,651.00 per FY, for FY 2022 and FY 2023. The total amount of System Agency funding is not to exceed \$232,953.00.
 - A. System Agency’s share of total reimbursements for FY 2021 through FY 2023 is allocated as follows:

(1) FY 2021 (September 1, 2020 through August 31, 2021).....	\$77,651.00
(2) FY 2022 (September 1, 2021 through August 31, 2022).....	\$77,651.00
(3) FY 2023 (September 1, 2022 through August 31, 2023).....	\$77,651.00
 - B. Grantee’s required match shall be \$3,883.00 per FY, for FY 2021 through 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 \$244,602.00.

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, Statement of Work Supplemental, is hereby deleted in its entirety and replaced with Attachment A-1 Revised Statement of Work Supplemental (Revised August 2021).
5. Attachment B, Budget, is hereby deleted in its entirety and replaced with Attachment B, Budget (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) to reflect updated disaster services language.
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

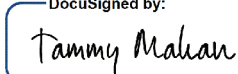
SIGNATURE PAGE FOR AMENDMENT NO. 1

HHSC CONTRACT NO. HHS000779800014

HEALTH AND HUMAN SERVICES COMMISSION

**COLLIN COUNTY MHMR CENTER, dba
Lifepath Systems**

By:  DocuSigned by:
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By:  DocuSigned by:
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Trina Ita

Tammy Mahan

Associate Commissioner

Chief Executive Officer

August 26, 2021

August 26, 2021

Date of Signature

Date of Signature

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

- ATTACHMENT AStatement of Work (Revised August 2021)**
- ATTACHMENT A-1Statement of Work Supplemental (Revised August 2021)**
- ATTACHMENT BBudget (Revised August 2021)**
- ATTACHMENT ESpecial Conditions Version 1.3 (Revised August 2021)**
- ATTACHMENT H.....Federal Funding Accountability and
Transparency Act (FFATA) Certification**

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ATTACHMENTS FOLLOW

**ATTACHMENT A
STATEMENT OF WORK
(Revised August 2021)**

I. PURPOSE AND GOALS

A. PURPOSE

To increase the prevalence and quality of long-term recovery from substance use disorders by enhancing an individual's quality of life, resiliency and increased social contribution connections through sustained engagement in long-term Recovery Support Services (RSS).

B. GOALS

Grantee shall:

1. Develop a recovery support workforce that can provide effective Recovery Support Services and support individuals' efforts to initiate and sustain their recovery.
2. Expand the availability and quality of recovery-oriented supports and services among Recovery Support Service organizations.
3. Establish effective linkages between recovery support organizations, substance use disorder treatment organizations, community-based organizations, and other sources of support within the community.

II. GRANTEE RESPONSIBILITIES

A. ADMINISTRATIVE REQUIREMENTS

Grantee shall:

1. Provide substance abuse Recovery Support Services under this Contract.
2. Ensure that appropriate staff participate in all System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.
3. Ensure Recovery Coaches have completed the System Agency-approved 46-hour Recovery Coach Training. Grantee or individual seeking Recovery Coach Training will be responsible for all costs incurred in obtaining the 46-hour training; this is not an allowable cost nor can be used as Match under this Contract.
4. Agree to provide System Agency and System Agency-funded evaluation contractor with data collection and program evaluation requirements.
5. Work collaboratively with their Local Mental Health Authority (LMHA) and/or Local Behavioral Health Authority (LBHA) and other community providers to increase job placements for participants.

B. SERVICE DELIVERY REQUIREMENTS

Grantee will:

- 1.** Comply with all applicable rules adopted by System Agency related to substance abuse peer services and published in Title 25 of the Texas Administrative Code (TAC), including the following chapters:
 - a.** Chapter 441.101– General Provisions
 - b.** Chapter 354.3051 – Minimum Qualifications
 - c.** Chapter 354.3053 – Scope of Work
 - d.** Chapter 354.3055 – Ethical Responsibilities
- 2.** Review and update the mission statement to ensure that recovery principles and values continue to promote sustained recovery and wellness.
- 3.** Adhere to all guidelines provided by System Agency and System Agency-funded evaluation contractor for Recovery Support Services.
- 4.** Submit required reports to System Agency-funded evaluation contractor in the System Agency-approved format.
- 5.** Ensure the following recovery-oriented values and principles in their organization’s service delivery:
 - a.** Choice and Self Determination. Grantee will:
 - i.** Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
 - ii.** Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.
 - iii.** Acknowledge an individual’s choice for their own pathway to recovery.
 - iv.** Ensure that participants have a choice in selecting their Recovery Coach.
 - b.** Community Integration. Grantee will:
 - i.** Implement an assessment process for participants that explores multiple life domains and assesses strengths, challenges, and goals, not just their substance use history.
 - ii.** Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their personal goals and rebuilding their lives within their community.
 - iii.** Align organizational policies to ensure that Recovery Coaches have access to transportation, funds, flexible work schedules, cell phones, and other required resources to work with participants outside of the organizational setting and in their local communities.
 - iv.** Ensure that each participant has a recovery plan that outlines both their personal goals and next steps for rebuilding their life in the community and sustaining their recovery.
 - v.** Ensure that counselors and Recovery Coaches share treatment and recovery plans with one another and collaborate together on next steps for the participants being served.

- vi.** Ensure that Recovery Coaches meet with participants in various community settings to decrease their dependency on the Grantee and increase their connection to local community supports.
- c. Peer Culture.** Grantee will:
- i.** Offer an array of Recovery Support Services that involve direct-assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following approaches:
 - 1)** Hiring Recovery Coaches;
 - 2)** Mobilizing peer volunteers;
 - 3)** Facilitating Focus Groups;
 - 4)** Participation in Story Telling Opportunities;
 - 5)** Providing peer support groups; and
 - 6)** Other peer-run activities required by System Agency.
 - ii.** Grantee may use volunteers to help build a culture of peer support.
 - iii.** Ensure volunteers do not maintain an RSS caseload but will supplement and support efforts of Recovery Coaches.
 - iv.** Form a Peer Advisory Council (PAC) comprised primarily of individuals receiving services. Grantee will ensure the PAC is empowered to provide recommendations to leadership around program design, program evaluation, enhanced service delivery and organization’s overall recovery-orientation.
- d. Family Inclusion.** Grantee will:
- i.** Ensure that participants have the right to define their “families” broadly to include biological relatives, significant others, and other supportive allies.
 - ii.** Ensure that participant receives Recovery Support Services and will ensure family members and supportive allies are invited to participate in recovery planning activities and are offered education and support.
- e. Continuity of Care.** Grantee will:
- i.** Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.
 - ii.** Ensure that continuing support plans are developed early in the treatment episode and that Recovery Coaches are an integrated part of the development, initiation and follow-through process.
 - iii.** Ensure that Recovery Coaches make every effort to stay connected to participants for a minimum of 12 months by utilizing a combination of strategies including telephone, assertive outreach, and face-to-face meetings.
 - iv.** Individualize the intensity of support that participants need over time (preferably three times per week within the first 30-90 calendar days).
 - v.** Implement recovery-oriented practices such as motivational interviewing.
 - vi.** Not terminate services with participants if they experience a lapse in abstinence, but continue to engage them, identify challenges to maintain recovery, and readjust their recovery plan.
- f. Partnership-Consultant Relationships.** Grantee will:
- i.** Ensure participants direct their own recovery through collaborative relationships and develop an action-based recovery plan.

Coaches. Grantee will post telephone support information at all building entrances.

18. Provide flexible hours based on the needs of individuals seeking services. For example, Recovery Coaches might connect with participants during non-business hours.
19. Maintain documentation of Continuing Education Units (CEUs) on employees and volunteers in their personnel file and make available for System Agency review.
20. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for System Agency review.
21. Provide written job descriptions for personnel assigned to input data into the System Agency approved electronic record.
22. Ensure Grantee's staff job descriptions include but are not limited to:
 - a. Job duties and responsibilities;
 - b. Required qualifications;
 - c. Job supports (weekly support and feedback sessions with experienced Peer Coaches); and
 - d. Required trainings.
23. Establish and maintain working linkages through Memoranda of Understanding (MOUs) with a resource network of community and social service agencies serving or having an interest in the target population. MOUs will encourage networking, coordination, and referrals to help address the needs of the participants, their families, and supportive allies. MOUs will be in place within 60 calendar days of the contract start date. Grantee will maintain copies of the signed MOUs on file for System Agency review upon request. All MOUs will include:
 - a. Partnership vision;
 - b. Purpose and concept;
 - c. Partnership goals and desired outcomes;
 - d. Description of participating organizations;
 - e. Methods of partnership roles and responsibilities;
 - f. Address the non-duplication of services;
 - g. Be signed by both parties;
 - h. Contain beginning and end dates;
 - i. Be reviewed annually; and
 - j. Have at a minimum, MOUs with the following local entities:
 - i. System Agency-funded substance abuse treatment providers;
 - ii. Community-Based Organizations;
 - iii. LMHAs and LBHAs; and
 - iv. Other community social service agencies that may provide support services to participants.

24. Have on file a Recovery Support Services resource directory that contains current

information to include: location, contact information, services offered, days and hours of operation, and eligibility criteria.

25. Use recovery-oriented, person-first language and service delivery that reflects recovery.
26. Ensure that staff and volunteers use the language of recovery in everyday conversations (e.g. hope, respect, high expectations) with participants, their families, and supportive allies.
27. Ensure that all participant surveys are available in both Spanish and English formats and in other languages as determined by the Grantee and the needs of the population being served.
28. Keep all participant surveys on file for System Agency for review.
29. Recruit and screen Recovery Coach applicants and peer volunteers and supervise them in their areas of work by supporting Recovery Coaches and peer volunteers regarding their sustained recovery.
30. Develop and implement an active peer leadership/advisory council in which participants in recovery, their family members, and supportive allies are involved with program design, program evaluation (e.g. conducting focus groups), and have opportunities to advise and/or make organizational decisions related to the overall recovery-orientation of the organization that:
 - a. Has direct access to the organization's executive level, and
 - b. Is self-governed.
31. Provide training and technical assistance to staff members on the following topics: recovery, recovery pathways, recovery resources, and cultures.
32. Ensure the organizations' mission statement includes recovery principles and values that will promote sustained recovery and wellness.
33. Ensure Grantee and their staff are specifically prohibited of the following acts:
 - a. Acting under the influence or impaired by the use of alcohol, mood-altering substances, including prescription medications not used in accordance with a physician's order, while performing any job duties or having any interaction with participants, family members, or supportive allies.
 - b. Illegal, unprofessional or unethical acts, including acts constituting abuse, neglect, or exploitation.
 - c. Assisting or knowingly allowing another person to commit an illegal, unprofessional, or unethical act.
 - d. Falsifying, altering, destroying, or omitting significant information from required reports, records, or interfering with their preservation.
 - e. Retaliation against anyone who reports a violation of these prohibitions, or who cooperates during a review, inspection, investigation, hearing, or other related activity.

- D.** Remain knowledgeable of, and obey, all State and Federal laws and regulations relating to confidentiality of records and information relating to the provision of recovery services.
- E.** Not discuss or divulge information obtained in Recovery Coach or group sessions except in appropriate settings and for professional purposes that demonstrably relate to the case.
- F.** Ensure confidential information acquired during delivery of recovery services will be safeguarded from illegal or inappropriate use, access and disclosure or from loss, destruction or tampering. These safeguards will protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate release from the participant, family member, or supportive ally.
- G.** Not exploit relationships with participants, family members, or supportive allies for personal or financial gain of the Grantee or its personnel.
- H.** Not charge any fees for services provided under this Contract.
- I.** Not pay or receive any commission, consideration, or benefit of any kind related to the referral of a participant, family member, or supportive ally for services.
- J.** Take immediate action to prevent or stop any abuse, neglect, or exploitation, and provide appropriate care.
- K.** Ensure Grantee or any staff member who receives an allegation or has reason to suspect that a participant, family member, or supportive ally has been, is, or will be abused, neglected, or exploited by any person will immediately inform System Agency Consumer Services and Rights Protection.
- L.** Ensure Grantee or Grantee's staff member reports allegations of abuse or neglect of a child, elderly, or disabled individual to Department of Family and Protective Services (DFPS).
- M.** Ensure that Participants Rights are posted in a conspicuous location at each of the Grantees' sites.
- N.** Ensure the Participants Rights is shared with each participant prior to the initiation of recovery services, in a way the participant can understand. The Participants Rights document will be signed by the participant. A signed copy of the Participants Rights document will be provided to the participant.
- O.** Not retaliate against participants who exercise their rights or file a complaint.
- P.** Not restrict, discourage, or interfere with participant communication with System Agency staff or any entity with which the participant chooses to communicate.
- Q.** Establish written rules addressing participant behavior designed to protect their health, safety, and welfare.

1. Participant behavior rules will-
 - a. Explain consequences for violating program rules;
 - b. Ensure consequences are reasonable; and
 - c. Be defined in writing and include clear identification of violations that may result in discharge.
 2. Participant behavior rules will not permit-
 - a. Physical consequences or measures involving the denial of food, water, sleep, or bathroom privileges; or
 - b. Discipline that is authorized, supervised, or carried out by participants.
- R.** Inform every participant, family member, or supportive ally at the time of admission, verbally, and in writing, of the Grantee's program rules and consequences for violating the rules.
- S.** Enforce the rules fairly and objectively and will not implement consequences if any for the convenience of staff.

D. STAFFING AND STAFF COMPETENCIES REQUIREMENTS

Grantee will:

1. Ensure that all full-time newly hired Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board within their first four months of hire.
2. Ensure that all part-time newly hired Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board within their first eight months of hire.
3. Ensure that all volunteer Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification within their first 12 months of hire.
4. Provide the 46-hour System Agency-approved Recovery Coach training for new Recovery Coaches. Those Grantee will:
 - a. Reimburse Recovery Coach trainer for incurred travel costs (transportation, meals, lodging, and incidentals).
 - i. Training and travel reimbursement for the 46-hour training will not exceed \$1,300.
 - ii. Travel expenses will be in accordance with the State of Texas travel guidelines.
 - b. Ensure completion of training for new Recovery Coaches within 30 calendar days after date of employment or within 30 calendar days of contract start date of this Contract.
5. Ensure when hiring Recovery Coaches, recovery peers, and volunteers demonstrate the following traits:
 - a. Ability to establish empathy with an individual;
 - b. Ability to work with diverse populations and cultural backgrounds;

- c.** Comfortable with working independently in community settings;
 - d.** Ability to focus on and reinforce positive strengths and behaviors;
 - e.** A high level of energy and commitment;
 - f.** Acceptance of extremely flexible working hours;
 - g.** Open attitude towards pathways to recovery.
- 5.** Ensure when hiring that Recovery Coaches, recovery peers, and volunteers demonstrate a strong and stable personal program of recovery (preferably a minimum of one year in recovery).
- 6.** Support both paid and peer volunteer recovery supervisors in their efforts to provide recovery-focused technical assistance to Grantee's Recovery Coaches.
- 7.** Support Recovery Coaches and other peer volunteers regarding their own sustained recovery and development through weekly recovery supervision.
- 8.** Ensure Recovery Coaches, both paid and volunteer, are:
 - a.** Provided opportunities for leadership development
 - b.** Provided peer leadership training on topics such as:
 - i.** Goal setting and developing strategies
 - ii.** Strategic planning
 - iii.** Conflict resolution
 - iv.** Conducting focus groups
 - v.** Consensus building
 - vi.** Group facilitation skills
 - vii.** Cultural diversity
- 9.** Ensure the supervisors of Recovery Coaches support their coaches in understanding:
 - a.** Boundary setting (personal, finance, emotional, ethical and sexual);
 - b.** Maintaining confidentiality;
 - c.** The role of a Recovery Coach;
 - d.** How to respond to complaints; and
 - e.** Assist Recovery Coaches in managing their participant caseloads.
- 10.** Ensure that Recovery Supervisors have completed the System Agency-approved 46-hour Recovery Coach training and have at least one year of experience as a Recovery Coach.
- 11.** Ensure Recovery Supervisors have been trained to match the participants intensity of need and their dose of service.
- 12.** Ensure that Recovery Coaches maintain an Excel spreadsheet identifying participants receiving long-term coaching and their level of need.
- 13.** Ensure that Recovery Coaches, recovery peers, and volunteers conducting participant interviews have completed the System Agency-approved 46-hour Recovery Coach

Training prior to service delivery.

14. Ensure Recovery Coaches, recovery peers, and volunteers have access to continuing education in advocacy, mentoring, recovery support and ethical responsibility.
15. Ensure that staff who conduct and/or enter participant data into the System Agency approved electronic record will have attended the System Agency data entry training or have completed their data entry training via webinar.
16. Document completion of data entry training in employee's folder and have available for review by System Agency.
17. Ensure staff who conduct and/or enter participant data have the skills, knowledge and ability to operate a computer-based system.
18. Develop criteria for identifying individuals who can function as effective recovery supervisors.
19. Identify and train appropriate recovery supervisors.
20. Provide technical assistance related to recovery-oriented care to recovery supervisors.
21. Ensure that recovery supervisors receive relevant training before supervising Recovery Coaches.
22. Ensure recovery supervisors are guided and supported in supervising Recovery Coaches.
23. Create a mechanism for recovery supervisors and Recovery Coaches to connect, share experiences, and receive support.
24. Ensure that staff and volunteers have access to and participate in recovery-focused training.
25. Provide training to participants in recovery to serve on Advisory Boards and Committees.
26. Ensure Recovery Coaches, recovery peers, and volunteers have knowledge of:
 - a. Community resources for social support;
 - b. Resources for food, clothing, shelter, and other basic needs and how to access;
 - c. Resources for mental health care and how to access;
 - d. Mutual aid recovery groups, their functions, values and beliefs and how to access; and
 - e. Faith-based organizations and how to access.
27. Involve Recovery Coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.

E. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. Prior to employment, conduct and document criminal background checks pre-employment drug testing of Grantee's potential employees and/or subcontractors who will

conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.

2. Prior to volunteering, conduct and document criminal background checks and drug testing of Grantee's volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
3. Conduct annual criminal background checks for Grantee's current staff, subcontractors, and volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
4. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, or volunteers who work directly or with participants, significant others, or other supportive allies.
5. Develop and maintain current written policies and procedures that require individuals (staff, subcontractors, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
6. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to System Agency for review upon request.
7. Maintain documentation of each criminal background check and drug testing on file and make available to System Agency for review upon request.

F. GUIDANCE ON INCENTIVES AND ALTERNATIVE ACTIVITIES

If an incentive or alternative activity is not described within this Contract, Grantee will contact System Agency staff for prior approval before implementation of the activity.

1. Incentives are allowable under this Contract. An incentive can be given to a participant to encourage participation in the program and to participant at the 12-month follow-up of being in the program.
 - a. Incentives may be in the form of retail gift or service cards not to exceed more than \$30.00 per participant, per event. Incentives per participant cannot exceed \$100.00 per fiscal year.
2. Grantee may provide participants assistance in obtaining suitable housing, such as transitional housing, sober housing, or affordable housing.
 - a. Participant assistance may include moving fees and rental deposits.
 - b. Grantee may provide one-time funds (up to \$450/per participant) per fiscal year.
3. Grantee may provide participants assistance with paying for utilities. Grantee may provide one-time funds (up to \$250/per participant) per fiscal year.
4. Grantee may provide participants assistance with paying for transportation. This includes bus passes, rails, taxi, of this Contract.

5. Grantee may purchase general supplies for recovery services such as appointment cards, pens, copies, not to exceed \$1,000 for the fiscal year.
6. Indirect Recovery-Support Services may be donated services and used as Match under this Contract. Grantee may use funds for health and wellness support services. Example: providing supports that promote community integration such as paying for document assistance, purchasing personal care items.
7. Grantee may use funds for social activities (purchase movie to show at Grantee's site, bowling, disc jockey (DJ)) that promote peer support and connectivity (up to \$550/per activity).
8. Grantee may transport participant to referral services and will be reimbursed for mileage costs incurred for Grantee-provided transportation.

G. DATA REPORTING REQUIREMENTS FOR RSS

Grantee will access CMBHS and the System Agency-funded evaluation contractor to access and enter information into required forms for completion and submission in accordance with instruction and frequency noted on the forms, unless otherwise noted. Grantee will submit forms to CMBHS as designated by the System Agency:

1. Client Profile, Open Case, and RSS Pre-Enrollment Form when participant starts to consider long term coaching. The RSS Pre-Enrollment Form may remain in draft status for up to six months.
2. RSS Enrollment Form when participant has committed to long term coaching and complete within 14 calendar days of Assessment of Recovery Capital Initial Form placed in closed complete status.
3. RSS Recovery Plan when participant has committed to long term coaching and within 14 calendar days of RSS Enrollment Form being place in closed complete status. Revisions as needed based on individual's recovery needs.
4. RSS Engagement Status reported monthly from date of RSS Enrollment.
5. Recovery Check-up Form at 12 months from RSS Enrollment date; or more frequently if needed.
6. Assessment of Recovery Capital Scale (RCS) Form within 14 calendar days from date individual has decided to commit to long-term coaching as documented on the RSS Pre-Enrollment Form and at 12 months from RSS Enrollment date or more frequently.
7. Use CMBHS to conduct and document interviews for participants receiving individual recovery coaching at enrollment into the program's recovery coaching services.

H. 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. Performing Agency shall submit all documents listed in the table displayed in this section by the Due Date stated.
 - b. Performing Agency will note that if the due date is on a weekend or holiday, the due date is the following business day.
 - c. Performing Agency shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.
 - d. Performing Agency shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
 - e. Performing Agency shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.
 - f. Performing Agency shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.
 - g. Performing Agency will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.
2. Performing Agency's duty to submit documents will survive the termination or expiration of this Contract.

Table 1: Submission Requirements

Requirement	Deliverable (Report Name)	Due Date	Delivery Method
Section H	Policies and Procedures	Within 60 calendar days of contract execution	GlobalScape
Section H	Quarterly report	Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31st Q2 reporting period, due March 31 st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	GlobalScape

Section H	Financial Status Report (FSR)	Financial Status Report (FSR) Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31st Q2 reporting period, due March 31 st Q3 reporting period, due June 30th Q4 reporting period, due September 30th	GlobalScape
Section H	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the current month.	CMBHS
Section H	Closeout documents	Final closeout documents due October 15 each fiscal year.	
Section I	CMBHS Security Attestation Form and list of authorized users	15 days after execution, September 15 & March 15	CMBHS

III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee Shall:

- A. 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.
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.

- E.** In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and sub Performing Agency's 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.

 - 1.** Administrative Note to document any other activities (as needed).
- F.** Attend System Agency training on CMBHS documentation.
- G.** System Agency requires all deliverables excluding the CMBHS deliverables be submitted within Globalscape EFT. Grantee is required to maintain access to Globalscape EFT for the term of this contract.

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

A. CONTRACT INFORMATION

Vendor ID:	17517619114
Grantee Name:	Collin County MHMR Center dba Lifepath Systems
Contract Number:	HHS000779800014
Contract Type	Treatment
Payment Method:	Cost Reimbursement
DUNS Number:	161443783
Federal Award Identification Number (FAIN)	B08TI083054-01

B. SERVICE AREA:

Services or activities will be provided to participants and/or clients from the following counties:

Region (3): Collin County

C. POPULATION SERVED:

Individuals, their family members, significant others and supportive allies, who are affected by the use and/or consequences of alcohol and other drugs, which may include co-occurring use of other substances, mental, and primary health conditions. This population may include men; women; pregnant women and/or women with children; individuals with criminal justice involvement; individuals who are homeless; individuals with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); and older adults, who are experiencing problems related to substance abuse.

D. RENEWALS:

Renewals are contingent on the availability of funds.

E. CONTACT INFORMATION

Name:	Bryan Hunter
Email:	Bryan.Hunter@hhs.texas.gov
Address:	909 W 45 th Street, Bldg. 555 (MC 2058)
City/Zip:	Austin TX 78751

F. PERFORMANCE MEASURES

1. Grantee will report the performance measures monthly through CMBHS by the 15th of the following month for the previous month's activities.
2. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
3. The quarterly performance measures are set at the minimum required standard, and subject to change by System Agency.

Recovery Support Services	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	TOTAL
Number of participants formally enrolled in long-term Recovery Coaching	1	1	1	1	4
Number of new/unduplicated participants who received any type of direct recovery services	9	9	9	9	36
Number of new/unduplicated participants who received any type of indirect recovery services	4	4	5	5	18
Number of new/unduplicated participants who received any type of education services	3	3	3	3	12
Number of participants who completed a 12-month follow-up interview	1	1	1	1	4
Number of participants involved in recovery activities during the past 30 days at 12-month Follow-up interview	1	1	1	1	4

Number of participants who demonstrate increased Assessment of Recovery Capital total scores at 12-month Follow-up interview	1	1	1	1	4
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G. PERFORMANCE MEASURE DEFINITIONS AND REPORTING

1. Number of participants formally enrolled in long-term Recovery Coaching.

Participants who enroll in long-term Recovery Coaching engage one-on-one with a recovery coach for a minimum of 12 months, identify strengths and resources that can be used to pursue personal recovery goals, develop an individualized strength-based Recovery Plan, and participate in regular Recovery Check-Ups.

If a participant starts different types of recovery coaching services in different reporting months, he/she should be counted as new in the month that he/she began the first type of coaching service.

2. Number of new/unduplicated participants who received any type of Direct Recovery Support.

This measure is designed to capture the number of unduplicated participants that received any direct recovery support services. Recovery Coaches will engage participants in recovery services and/or recovery support referrals to assist in building strengths in various life-domains that have been impediments to their recovery process.

3. Number of new/unduplicated participants who received any type of Indirect Recovery Support.

This measure is designed to capture the number of unduplicated participants that were referred to and received any in-direct recovery support services through a referral source. This will require a documented follow-up with the participant to count access to referred recovery support services. Recovery Coaches will engage participants in recovery services and or recovery support referrals to assist in building strengths in various life-domains that have been impediments to their recovery process.

4. Number of new/unduplicated participants who received Education Services.

This measure is designed to capture the number of participants that received educational services to ensure successful recovery.

5. Number of participants who completed a 12-Month Follow-Up Interview.

Grantee will only include participants who are formally enrolled in long-term Recovery Coaching services. Excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.

6. Number of participants involved in recovery activities during the past 30 days at 12-Month Follow-Up Interview.

Participants who formally enrolled in long-term Recovery Coaching services shall be engaged and receive the program required Recovery Support services. The following are activities that may be counted but not limited to for these measures:

- a. Self-Help Groups;
- b. Met with a Sponsor affiliated with Self-Help Groups;
- c. Met with Recovery Coach;
- d. Other Self-Help;
- e. Served as a Recovery Coach;
- f. Served as a Peer Recovery Volunteer (Non-Coaching Activities); and
- g. Served as a Sponsor affiliated with Self-Help Groups.

7. Number of participants who demonstrate increased Assessment of Recovery Capital (ARC) total scores at 12-month Follow-Up.

The ARC scale is a self-report questionnaire that measures Recovery Capital in 10 life domains: Substance Use & Sobriety; Global Health (Psychological); Global Health (Physical); Citizenship/Community Involvement; Social Support; Meaningful Activities; Housing & Safety; Risk Taking; Coping & Life Functioning; and Recovery Experience. Improved Quality of Life as reflected by increases in Recovery Capital.

H. REQUIRED PERFORMANCE OUTCOMES

1. Percentage of formally enrolled participants that demonstrate reduced and/or maintained recovery of substance use during the past 30 days at the 12-Month Follow-Up.

Required Outcome: Target 75%

The percent of participants who have reduced and/or maintained abstinence from substance use during the past 30 days at the 12-Month Follow-Up Interview compared to their past 30-day substance use at enrollment into Recovery Coaching. Includes participants who formally enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Interview. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.

2. Percentage of formally enrolled participants that are enrolled in one of more of the recovery services listed in the Performance Measure Definitions 6 (a)-(g).

Required Outcome: Target 70%

The percent of individuals who are involved in recovery activities during the past 30 days at the 12-Month follow-up interview. Includes participants who formally

enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Interview. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program enrollment in services to assess progress, and again at the 12-Month Follow-Up. Grantee is required to engage at least 70% of the formally enrolled participants in one or more of the recovery activities listed in Performance Measure Definitions 6 (a)-(g) at their 12-Month Follow-Up Interview when compared to the initial interview at enrollment.

3. **Percentage of formally enrolled participants who demonstrated increased ARC total scores at 12-Month Follow-Up when compared to their ARC scores at initial enrollment.**

Required Outcome: Target 75%

The percent of individuals who demonstrate increased ARC total scores at 12-Month Follow-Up compared to their total ARC score at enrollment into Recovery Coaching. Includes participants who formally enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Assessment of Recovery Capital (ARC) scale. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.

**ATTACHMENT B
BUDGET
(Revised August 2021)**

- A.** Funding is provided by the U.S. Department of Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), which require compliance with 45 CFR Part 96, Subpart C.

- B.** Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

- C.** The Assisted Listing Number (ALN) for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959. The ALN is identified in the CMBHS Transactions List report.

- D.** The Substance Abuse Prevention Treatment Block Grant, ALN 93.959 requires a five percent match requirement.

- E.** Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
 - 1.** System Agency’s share of total reimbursements for FY 2021 through FY 2023 is not to exceed \$232,953.00, as shown in Article IV of the Contract, Budget.

 - 2.** Grantee shall provide a 5% match requirement, in the amount of \$3,883.00, for each fiscal year (FY).

 - 3.** The total Contract value shall not exceed \$244,602.00 for FY 2021 through FY 2023. That amount shall be allocated as follows:
 - a.** FY 2021 (September 1, 2020 through August 31, 2021).....\$81,534.00
 - b.** FY 2022 (September 1, 2021 through August 31, 2022).....\$81,534.00
 - c.** FY 2023 (September 1, 2022 through August 31, 2023).....\$81,534.00

- F.** The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall only utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - 1.** Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to 10 percent

of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.

2. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the 10 percent requirement stated in (G)(1)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
 3. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
- G. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
- H. The approved categorical budgets for FY 2021 through FY 2023 are as follows:

CATEGORICAL BUDGET: FY 2021	
PERSONNEL	\$47,000.00
FRINGE BENEFITS	\$11,280.00
TRAVEL	\$375.00
SUPPLIES	\$1,972.00
CONTRACTUAL	\$0.00
EQUIPMENT	\$0.00
OTHER	\$13,848.00
TOTAL DIRECT CHARGES	\$74,475.00
INDIRECT CHARGES	\$7,059.00
TOTAL CONTRACT VALUE	\$81,534.00
MATCH	\$3,883.00
SYSTEM AGENCY SHARE	\$77,651.00

CATEGORICAL BUDGET: FY 2022 through FY 2023	
PERSONNEL	\$43,377.00
FRINGE BENEFITS	\$13,446.00
TRAVEL	\$320.00
SUPPLIES	\$1,050.00
CONTRACTUAL	\$0.00
EQUIPMENT	\$0.00
OTHER	\$12,399.00
TOTAL DIRECT CHARGES	\$70,592.00
INDIRECT CHARGES	\$7,059.00
TOTAL CONTRACT VALUE	\$77,651.00
MATCH	\$3,883.00
SYSTEM AGENCY SHARE	\$81,534.00

ATTACHMENT E
SPECIAL CONDITIONS
(Revised August 2021)



TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

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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(Revised August 2021)

“**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 - GRANTEE 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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(Revised August 2021)

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 email box, 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.

ATTACHMENT E
SPECIAL CONDITIONS

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.