

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000782500010
AMENDMENT 1**

THE HEALTH AND HUMAN SERVICES COMMISSION (“System Agency”), a pass-through entity, and **BEXAR COUNTY BOARD OF TRUSTEES FOR MHMR DBA THE CENTER FOR HEALTH CARE SERVICES** (“Grantee”) (each a “Party” and collectively the “Parties”) to that certain Outreach, Screening, Assessment, Referral (SA/OSR) services contract, effective September 1, 2020, and denominated HHS Contract No. **HHS000782500010** (the “Contract”), now want to amend the Contract.

WHEREAS, the Parties want to amend the Contract to allow for successful completion of the Project;

WHEREAS, System Agency is exercising the renewal options for the Contract, and extending the term from August 31, 2021 to August 31, 2025;

WHEREAS, the Parties want to revise Attachments to the existing Contract; and

WHEREAS, the Parties want to add System Agency-allocated funds to the Contract in the amount of (1) **\$2,937,628.00** for State Fiscal Years (FY) 2022 through 2025; and (2) **\$451,624.00** in COVID-19 funding in FY 2022 and **\$252,334.00** in FY 2023, thereby increasing the not-to-exceed Total Contract Value;

The Parties therefore agree as follows:

1. **ARTICLE III** of the Contract Signature Document, **DURATION**, is hereby amended to extend the term of the contract through Fiscal Years (FY) 2021 through FY 2025, with a new contract termination date of August 31, 2025. **Article III** of the Contract Signature Document is hereby deleted in its entirety and replaced as follows:
The Contract is effective on September 1, 2020 and terminates on August 31, 2025, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five (5) years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five (5) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.
2. **ARTICLE IV** of the Contract Signature Document, **BUDGET**, is hereby amended to add State-allotted funding of (1) **\$734,407.00** for State Fiscal Years (“FY”) 2022 through FY 2025 and (2) **\$451,624.00** in COVID-19 funding per fiscal year FY 2022 and **\$252,334.00**

in FY 2023, resulting in a new total funding amount of **\$4,375,993.00**. Article IV of the Contract Signature Document is hereby deleted in its entirety and replaced as follows:

The total amount of this Contract will not exceed \$4,543,348.00

This includes the System Agency's share of \$4,375,993.00, as well as the Grantee's required match amount of \$167,355.00.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET (Revised September 2021)**.

***Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET (Revised September, 2021)**; and either the ICR Acknowledgement Letter (ICR Acknowledgement Letter – Ten Percent De Minimis) or the ICR Agreement Letter shall be attached to this Contract and incorporated as **ATTACHMENT J, INDIRECT COST RATE LETTER**.*

*If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **ATTACHMENT J** and revise the **Budget (ATTACHMENT B)** when the Indirect Cost Rate Letter is issued.*

*If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter (ICR Acknowledgement Letter – Ten Percent De Minimis) or the ICR Agreement Letter, will be included in the revised **ATTACHMENT J** and amended **Budget (ATTACHMENT B)**.*

3. **ATTACHMENT A - STATEMENT OF WORK**, is hereby revised and restated in its entirety with **ATTACHMENT A: STATEMENT OF WORK (REVISED SEPTEMBER 2021)**.
4. **ATTACHMENT A-1 - STATEMENT OF WORK SUPPLEMENTAL**, is hereby revised and restated in its entirety with **ATTACHMENT A-1: STATEMENT OF WORK (REVISED SEPTEMBER 2021)**.
5. **ATTACHMENT B – CATEGORICAL BUDGET** is hereby revised and restated in its entirety with **ATTACHMENT B – CATEGORICAL BUDGET (REVISED SEPTEMBER 2021)**.
6. **ATTACHMENT E – SPECIAL CONDITIONS VERSION 1.2**, is hereby revised and restated in its entirety with **ATTACHMENT E – SPECIAL CONDITIONS, VERSION 1.3 (REVISED SEPTEMBER 2021)**.

7. **ATTACHMENT J, INDIRECT COST RATE LETTER** is hereby incorporated by reference into the Contract.
8. This Amendment shall be effective September 1, 2021, provided that all Parties have signed below before then.
9. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature page follows.

**HHSC CONTRACT No HHS000782500010
SIGNATURE PAGE FOR AMENDMENT No. 1**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**BEXAR COUNTY BOARD OF TRUSTEES FOR
MHMR DBA THE CENTER FOR HEALTH
CARE SERVICES**

DocuSigned by:
Sonja Gaines
147CCA4134D941B...

DocuSigned by:
Jelynn Leblanc Burley
212DFA75A681444...

Sonja Gaines

Jelynn Leblanc Burley

SG

President/CEO

Date of Signature: August 24, 2021

Date of Signature: August 24, 2021

THE FOLLOWING DOCUMENTS ARE ATTACHED, AND THEIR TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT:

**ATTACHMENT A
ATTACHMENT A-1**

**ATTACHMENT B
ATTACHMENT E**

**STATEMENT OF WORK, REVISED SEPTEMBER 2021;
STATEMENT OF WORK SUPPLEMENTAL, REVISED SEPTEMBER
2021;
CATEGORICAL BUDGET, REVISED SEPTEMBER 2021;
SPECIAL CONDITIONS VERSION 1.3, REVISED
SEPTEMBER 2021;**

ATTACHMENT H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) CERTIFICATION; and
INDIRECT COST RATE AGREEMENT**

ATTACHMENT J

**ATTACHMENT A
STATEMENT OF WORK
(REVISED SEPTEMBER, 2021)**

I. PURPOSE

Outreach, screening, assessment, and referral (OSAR) provides coordinated access to a continuum of substance use services within the HHSC-funded substance use service contractors.

II. GRANTEE RESPONSIBILITIES

A. ADMINISTRATIVE REQUIREMENTS

Grantee shall:

1. Comply with all applicable rules and references adopted by HHSC related to substance use disorder services:
 - a. Title 25 of the Texas Administrative Code or subsequent revisions:
 - i. Chapter 441 - General Provisions;
 - ii. Chapter 448 - Standards of Care; and
 - iii. Chapter 140, Subchapter I - Counselor Licensure.
 - b. Title 26 of the Texas Administrative Code, Chapter 321.
 - c. Substance Use Disorder Program Guide: <https://hhs.texas.gov/doing-businesshhs/provider-portals/behavioral-health-services-providers/substance-use-disorderservice-providers>.
 - d. American Society of Addiction Medicine (ASAM): <https://www.asam.org/>.
2. Ensure primary offices are open and available for OSAR activities Monday through Friday, at minimum of eight hours a day.
3. Offer OSAR services at additional times and locations to meet the needs of individuals to maximize access to substance use disorder treatment, especially for Federal and Statedesignated Priority populations. Examples of locations may include, but are not limited to, drug courts, jails, probation and Department of Family and Protective Services (DFPS) offices, emergency rooms, health clinics, and other areas deemed appropriate to enhance access to services.

4. Ensure OSAR screenings are provided to individuals unable to present to an OSAR office or locations listed in Section A.3. (immediately above).
5. Establish a toll-free number to provide crisis referral information after working hours, weekends, and holidays. The toll-free number should be provided to HHSC within 10 business days of contract execution. If the toll-free number changes, the Grantee shall notify HHSC within three (3) business days.
6. Provide services at Regional and Local Health Entities (<https://www.dshs.texas.gov/rls/localservices/>) and/or local Federal Qualified Health Clinic (FQHC) (<https://dshs.texas.gov/TPCO/fqhc/>) as directed by HHSC.
7. Develop and maintain a marketing plan to engage local referral sources and provide information to these sources regarding the availability of substance use disorder treatment services in the Region and the eligibility criteria for admission. Grantee shall make the marketing plan available to HHSC for review upon request.
8. Document all specified activities and services in the HHSC Clinical Management for Behavioral Health Services (CMBHS) system as directed by HHSC in accordance with the Contract and instructions provided through HHSC training, unless otherwise noted. Documents requiring signature(s) shall be made available to HHSC for review upon request.
9. Upload to an administrative note in CMBHS all clinical documentation that is handwritten and not transcribed into the client's CMBHS record: e.g. diagnostic tests (such as the Clinical Institute Withdrawal Assessment or Beck Depression Inventory or physician's orders).
10. Adopt policies and procedures that conform with Quality Management standards as outlined in 25 TAC § 448.504 or any subsequent revisions. The Quality Management standards are located at the following link:
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=448&rl=504](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=448&rl=504).
11. Create methods of assessing a client's satisfaction with the Grantee's services by implementing a survey which includes wait time from initial screening request to actual date of screening. Survey will occur at the time of service and may be conducted in writing, by phone, or electronically. Grantee shall report the survey information quarterly to HHSC.

12. Adopt policies and procedures that conform with Client Rights standards as outlined in 25 TAC Subchapter G or any subsequent revisions, to address client grievances and complaints. Civil Rights standards are located at the following link:
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=448&sch=G&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=448&sch=G&rl=Y).

13. Ensure that if intervention services are provided by electronic means, that they are compliant with 25 TAC § 448.911 or any subsequent revisions. Intervention Services in TAC are located at the following link:
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=448&rl=91125](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=448&rl=91125) TAC §448.911.

14. Ensure the OSAR Program Director(s) or the position(s) responsible for OSAR program oversight, hereinafter referred to as “Program Director”, participate in programmatic conference calls as scheduled by HHSC. Grantee’s executive management may participate in the conference calls, but the Program Director(s) shall participate unless otherwise agreed to by HHSC in writing.

15. Conduct quarterly regional collaborative meetings and submit to HHSC the quarterly meeting invitation list and completed sign-in sheet. Agenda topics shall include, at a minimum, the following:
 - a. Regional substance use disorder treatment system issue resolution;
 - b. Strengthening collaboration between HHSC-funded providers;
 - c. Maintaining referral processes with Department of Family and Protective Services (DFPS), probation and parole;
 - d. Identifying additional entities that can support the recovery continuum to be involved in the quarterly regional meetings; and
 - e. Reviewing changes to local area resources such as changes in service areas or services offered.

16. Ensure, at minimum, the following stakeholders are invited to the quarterly regional collaborative meetings:
 - a. All HHSC-funded substance use disorder treatment, intervention and prevention, and recovery support services providers within the Program Service Area;
 - b. All HHSC-funded Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs) known hereafter as Health Authorities (HAs) within the Program Service Area.
 - c. All Regional Public Health Centers, Federally Qualified Health Centers (FQHCs), and other medical or health providers serving low-income populations within the

- Program Service Area;
- d. Regional/local Veteran's Administration staff;
 - e. Regional DFPS staff;
 - f. Probation, parole, and drug court departments;
 - g. Housing resource staff;
 - h. Community- and faith-based mental health and substance use recovery organizations within Program Service Area;
 - i. Community- and faith-based mental social service organizations within Program Service Area;
 - j. Local University and College Student Support Groups;
 - k. Representatives of Local Police Departments;
 - l. Local Hospitals;
 - m. United Way representatives;
 - n. Local Chamber of Commerce; and
 - o. HHSC program staff.
17. Funds may be used to assist clients to meet one-time needs that are preventing admission to HHSC-funded substance use disorder treatment services, such as assisting with one time medical costs (testing, prescription medication, etc.), personal hygiene items, or transportation to and from residential treatment services. Cash shall not be given directly to a client. Grantee shall not utilize more than five percent (5%) of awarded funds per fiscal year of the Contract for this purpose.
18. Maintain a log of financial assistance provided to clients that details the CMBHS client number, cost, and nature of the assistance and make this log of financial assistance available to HHSC upon request.
19. Ensure OSAR funds received under this Contract are not used to pay for a client's substance use disorder treatment, or assist in a client's personal financing, such as rent, utilities, car insurance, etc. Develop a written policy and procedures for how an OSAR employee may request assistance for a client receiving OSAR services and how a request will be approved and tracked. Funds shall not be used for assistance to a client if other funding resources are available for the proposed purpose. Maintain policy and procedures for HHSC review. Policies and Procedures should be submitted to HHSC within 30 business days of the beginning of each contract term.
20. Develop and annually update a resource directory that contains current and accurate information about local referral resources, including location and contact information, services offered, and eligibility criteria. The resource directory shall be made available on Grantee's website within 30 business days of contract term as well as in a hard-copy format which is updated quarterly that can be distributed to individuals seeking services. The resource directory shall include at a minimum:

- a. Community- and faith-based substance use disorder prevention, intervention, treatment and recovery organizations;
 - b. Mental health (including crisis) service resources;
 - c. Family violence resources;
 - d. Health and medical resources, including:
 - i. Testing and counseling resources for tuberculosis, Hepatitis B and C, sexually transmitted diseases, and Human Immunodeficiency Virus (HIV), and
 - ii. Primary and reproductive health care resources.
 - iii. Prenatal care and reproductive health education and information.
 - e. Available transportation or funds for transportation;
 - f. Employment resources
 - g. Child care resources;
 - h. Legal resources;
 - i. Housing and sober living environments; and
 - j. 12-step and other recovery meetings.
21. Engage and collaborate with community resources using Memoranda of Understanding (MOUs) to document collaborative relationships. MOUs shall be in place within 60 days of the initial Contract start date. MOUs shall specifically define which and how services will be provided to individuals and their families including specific engagement strategies and procedures. All MOUs shall be signed by both parties, be individualized, and contain beginning and end dates.
22. Ensure all MOUs are effective within contract term, maintained, and available for HHSC review.
23. Have MOUs with the following:
- a. All HHSC-funded substance use disorder treatment providers in the OSAR's Service Area will address, at a minimum, the following:
 - i. Coordination of capacity and treatment availability information;
 - ii. Coordination of referrals when immediate capacity is not available;
 - iii. Grantee or HHSC-funded substance use disorder treatment provider will provide initial required interim services;
 - iv. The HHSC-funded substance use disorder treatment provider's policy on how and when clients are removed from the waiting list.
 - v. Establish Federal and State Priority Population requirements;
 - vi. Update quarterly contact information for key agency staff that handle day-today client-placement activities.
 - vii. Whether the OSAR or the regional HHSC-funded treatment providers will provide assessment services.
 - b. A comprehensive resource network of community and social service agencies serving or having interest in the eligible population including other HHSC-funded treatment,

- prevention, intervention, mental health and Co-Occurring Psychiatric and Substance Use Disorder (COPSD) providers.
- c. All Health Authorities within Grantee's HHSC Region and service area. MOUs shall address, at a minimum, the following:
 - i. Appropriate referrals to and from Grantee and the Health Authority for indicated services;
 - ii. Emergency referrals and transportation assistance for clients in crisis;
 - iii. Follow-up contact with the Health Authority's to facilitate the enrollment and engagement of clients in Health Authorities services; and
 - iv. Follow-up contact from the Health Authority with Grantee to coordinate subsequent services.
24. Grantee Execute a local agreement with local DFPS offices to address the referral process, coordination of services, and sharing of information as allowed per the consent and agreement form. The local agreement described above is allowed under the HHSC and DFPS state level MOU.

25. Ensure all MOUs and local agreements incorporate confidentiality requirements, including but not limited to: Title 42 Code of Federal Regulations Part 2 requirements (42 CFR Part 2), confidentiality requirements, Protected Health Information (PHI) transmission and Health Insurance Portability and Accountability Act (HIPAA) compliance.
26. HHSC may request Grantee participate in the independent treatment peer review process. Selected individuals will be guided by HHSC Quality Management personnel to review CMBHS entries by peer sub recipient providers. Grantee will utilize HHSC-awarded contract funds to pay allowed expenses if participation in the independent treatment peer review requires travel. Estimated travel expenses shall be submitted to HHSC assigned contract manager prior to trip approval.

B. SERVICE DELIVERY REQUIREMENTS:

Grantee shall:

1. Ensure priority populations for treatment admission have been developed in accordance with Substance Abuse Block Grant (SABG) regulations and state designation. Federal and state priority populations are located in the Substance Use Disorder Program Guide. To meet federal and state priority admissions guidelines, Grantee will:
 - a. Establish screening procedures will be established to identify individuals of Federal and State priority populations;
 - b. Provide telephone screening when confidential face-to-face interview creates barrier to meeting priority admission requirements;
 - c. Refer to substance use disorder treatment services; and
 - d. Track admissions to treatment in accordance with the Federal and State admission priorities and admission time frames listed here:
 - i. Pregnant, injecting individuals will be admitted within 48 hours (Federal);
 - ii. Pregnant individuals will be admitted within 48 hours (Federal);
 - iii. Injecting drug users will be admitted within 14 days (Federal);
 - iv. Individuals at high risk for overdose will be admitted to requested services within 72 hours (State);
 - v. DFPS-referred clients will be admitted within 72 hours (State);
 - vi. Individuals who are experiencing housing instability or homelessness will be admitted in 72 hours (State); and
 - vii. All others.
2. Ensure all OSAR main offices and satellite offices where a person is screened, will post a notice in all applicable lobbies, containing the federal and state priority population admission requirements.
3. Ensure all printed brochures have the federal and state admission priority population requirements.

4. If immediate admission cannot be secured (within 72 hours) when attempting to place DFPS referred clients, then:
 - a. Exhaust all referral resources to include contacting HHSC-funded OSARs and treatment providers out of region;
 - b. Develop and maintain written protocols to ensure client(s) are admitted to other appropriate services and proper coordination with DFPS staff when appropriate.
5. Ensure when a client, determined to be a state or federal priority population presents for screening, the screening will be conducted in accordance with the priority population admission guidelines to ensure the client receives an appointment for admission for a substance use disorder (SUD) treatment service at the time of the OSAR screening, and ensure the following:
 - a. Admission date falls within priority population admission guidelines;
 - b. Admission site is a SUD treatment service provider that meets the needs of the client based on the client's diagnosis as well as other psychosocial factors;
 - c. Assist with travel when necessary to ensure client enters treatment according to state and federal guidelines; and
 - d. Contact the HHSC if assistance is needed to find intervention, recovery, and/or treatment for a client, as appropriate.
6. Provide OSAR services to clients referred by DFPS within three business days of receipt of -DFPS forms 2062: Referral for Substance Abuse Services, and 2063: Release of Confidential Information. Ensure that clients referred by DFPS, who do not meet clinical eligibility requirements for substance use disorder treatment, are referred to intervention and/or recovery support services when appropriate. Respond to referrals from DFPS and communicate the results of all services provided when proper consent-to-release information is on file.
7. Conduct and document the CMBHS screening through a confidential interview face-to-face or by telephone. If a screening is conducted by phone, Grantee shall arrange to obtain required client signature for all related consents and documents through digital or hardcopy within three (3) business days.
8. Complete the Financial Eligibility function in CMBHS before charging any clients for screening and/or assessment. Document client's financial eligibility for services through HHSC and other funding sources at the time of screening. Payment for screening and assessment will not be required from clients determined, by the Financial Eligibility function of CMBHS, to be eligible for HHSC-funded services.
9. Provide and document appropriate referrals to alternative service providers consistent with client's needs and financial resources, if client is determined not eligible for HHSC funding.

Charges to individuals for screenings and assessments must be accounted for as Program Income.

10. Provide individualized services to meet client needs using the HHSC federal and state priority population admission requirements, as well as clinical issues impacting the person to assist in making an appropriate recommendation for substance use disorder services and authorization of treatment admissions.
11. Provide and document brief interventions as pre-treatment services to help clients prepare for treatment services and move through the stages of change using an evidenced based model to a state of readiness to address substance use disorder problems. Brief interventions shall include, but not be limited to, crisis intervention as needed, Motivational Interviewing (MI), educational information about overdose prevention, and service coordination to reduce barriers to treatment. When providing MI, ensure the following:
 - a. For clients to be eligible for MI, the CMBHS client profile, screening, financial eligibility, and open case components must be completed. Documentation of MI will include the topic of the session, the client's response, and clinical observations relating to the client's readiness to change. Complete the close case in CMBHS when the individual is no longer receiving MI services;
 - b. MI may include face-to-face and telephone sessions as needed or indicated by client need; and
 - c. MI may be provided as follows:
 - i. As a pre-treatment for clients to help increase motivation and confidence to make changes related to their substance use;
 - ii. As an interim service for maintaining engagement with clients who are on a waiting list for intake to a treatment provider;
 - iii. As an independent service for clients who decline recommended services; iv. As a follow up service for clients who may need further assistance; and/or
 - v. As clinically indicated or needed.
12. Ensure all clients seeking treatment services who are determined to have a diagnosis of opioid use disorder, will be engaged in the process of informed consent and document using the appropriate Informed Consent for Opiate Use Disorder Individuals Seeking Treatment (Forms 4008, 4009, 4010) provided by HHSC and located at <https://hhs.texas.gov/lawsregulations/forms/4000-4999>. This form will be uploaded to an administrative note selecting the administrative note type "Opioid Informed Consent" in CMBHS.
13. Conduct and document screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STD), and Human Immunodeficiency Virus (HIV).

- a. Refer the client to the appropriate community resources for further testing and counseling, if the screening indicates the client is at risk for these communicable diseases.
 - b. If the client is a person living with HIV, refer the client to a community-based case manager or a Ryan White HIV/AIDS Program case manager, community resources specializing in HIV, and/or consider referral to the HHSC-funded statewide HIV residential provider.
14. Train staff and develop policies and procedures to ensure that service delivery and information gathering is conducted in a respectful, non-threatening, and culturally competent manner.
15. Upon referral to a HHSC-funded treatment provider outside of Grantee's service area, an assessment may be conducted upon request or in coordination with the referral facility to limit duplication of services.
16. Complete and document all referrals and referral follow-ups in CMBHS using the referral function. Referral follow-ups should be conducted no later than 10 business days after referral is placed in CMBHS.
17. Coordinate transportation for HHSC-funded clients as needed, appropriate, and agreed to in MOUs.
18. Refer to Recovery Support Services or other community support services to assist clients with sustaining engagement with substance use disorder treatment services as applicable and agreed upon.
19. Upon determining a client has both a mental health and substance use disorder, a referral to a HHSC-funded Health Authority, or COPSD provider, or other community resources will be documented as a referral and referral follow-up.
20. Provide overdose prevention education:
 - a. General overdose prevention education will be provided to all clients seeking treatment as a part of treatment education requirements to include education on naloxone (including possible local access if available).
 - b. Specific overdose prevention activities shall be conducted with clients with opioid use disorders and those clients using drugs intravenously to include:
 - i. Education about and referral to community-based services for people who inject substances; and
 - ii. Referral to local community resources that work to reduce harm associated with high risk behaviors and substance use.

21. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation education, including access to evidence-based treatment for tobacco cessation.
<https://www.quitnow.net/mve/quitnow?qnclient=texas>
22. Utilize Culturally and Linguistically Appropriate Services (CLAS):
 - a. Following the National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care for all served populations in accordance with the most current version of the Texas Cultural Competence Guidelines for Behavioral Health Organizations. A link to the most current version can be found here: <https://hhs.texas.gov/sites/default/files/documents/doing-business-withhhs/provider-portal/behavioral-health-provider/lmha/tx-cultural-competenceguidelines-bh-orgs.pdf>
 - b. This guidance document comprises a set of requirements, implementation strategies, and additional resources to help providers/programs establish and expand culturally and linguistically appropriate services.

C. TEXAS TARGETED OPIOID RESPONSE (TTOR) FUNDING ADDITIONAL SERVICE DELIVERY REQUIREMENTS:

Grantee shall:

1. Hire and/or assign one full-time employee (FTE) known as the Priority Admissions Counselor (PAC) to perform activities expanding outreach, screening, assessment, and referral to both evidence-based treatment and recovery support for individuals who use opioids.
2. Provide outreach, screening, assessment, referral, and referral follow-ups to individuals engaging in non-medical use of opioids. Responsibilities include:
 - a. Provide through outreach contact with individuals who are hard to reach, without waiting for them to come to the OSAR office for services. Outreach must be scientifically sound and include:
 - i. Selecting, training, and supervising outreach workers
 - ii. Contacting, communicating, and following up with high-risk substance users, their associates, and neighborhood residents within the constraints of federal and state confidentiality requirements, including 42 CFR Part 2;
 - iii. Promoting awareness among injection drug users about the relationship between injection drug use and communicable diseases, such as HIV and Hepatitis C (HCV);
 - iv. Recommending steps that can be taken to prevent HIV and HCV transmission; and
 - v. Encouraging entry into evidence-based treatment
 - b. Act as an entry point into the community and as an entry point for individuals to access opioid overdose prevention, medication for opioid use disorder treatment, and recovery support services.

- c. When screening clients seeking services for opioid use, create a safe environment that reduces fear, use a non-judgmental approach, ensure that OSAR PAC services are low-threshold, accessible, and responsive to the needs of people who use drugs both men and women.
 - d. Provide OSAR services that are responsive to the lifestyle of people using drugs, operate at a convenient time and in a suitable place, confidential, imposing few rules on clients, and free of charge.
 - e. Engage people seeking services for opioid use in a process of informed consent that outlines the benefits and risks associated with all options including evidence-based treatment options for Opioid Use Disorder (OUD), treatment without medications, and no treatment
 - f. Ensure people using opioids at risk for overdose don't wait more than seventy-two (72) hours from the time they contact the OSAR for assistance to get into treatment and employ telephone screening protocols to ensure timely access to lifesaving treatment
 - g. Ensure that intervention and recovery support services are offered to all people seeking services
 - h. Provide overdose prevention education, risk reduction education, and naloxone to people seeking services
 - i. Develop working agreements with and be responsive to state-funded entities providing Medication-Assisted Treatment (MAT) induction services to ensure timely access as patients transition from the induction phase of MAT into long-term treatment with a MAT provider.
3. Complete a quarterly TTOR Expenditure Report documenting the utilization of the TTOR Funding.

C. STAFFING AND STAFF COMPETENCY REQUIREMENTS:

Grantee shall:

1. Ensure all personnel shall receive the training and supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of client health, safety, and welfare.
2. Ensure that all OSAR staff receive a copy of the service requirements within this Statement of Work, have access to all MOU's for HHSC providers in the OSAR service area, and utilization management guidelines for review as needed
3. Ensure staff responsible for planning, directing, or supervising services shall be Qualified Credentialed Counselors, (QCCs) as defined in [25 TAC §441.101 or any subsequent revisions](#). TAC 441.101 is located at the following link:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p_dir=F&p_rloc=115144&p_tloc=29691&p_ploc=14829&pg=3&p_tac=&ti=25&pt=1&ch=441&rl=101](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=F&p_rloc=115144&p_tloc=29691&p_ploc=14829&pg=3&p_tac=&ti=25&pt=1&ch=441&rl=101)

4. Ensure the Program Director has, at least, two years of post-licensure experience providing substance use disorder treatment services, excluding prevention services.
5. Ensure all OSAR staff conducting screenings and assessments meet the definition of a counselor as defined in 25 TAC § 441.101 or any subsequent revisions.
6. Ensure clinical staff have current training documentation within ninety (90) days of start of initial contract or the date of hire and annually in the following:
 - a. Motivational Enhancement Therapy or motivational interviewing techniques;
 - b. Education on Infectious and Communicable Diseases;
 - c. Trauma Informed Care;
 - d. Cultural Competency;
 - e. Risk and Harm Reduction Strategies;
 - f. Treatment for Pregnant Women with Substance Use;
 - g. Aspects of Prenatal and Postpartum Care;
 - h. Neonatal Abstinence Syndrome;
 - i. Fetal Alcohol Spectrum Disorders;
 - j. Medicaid eligibility;
 - k. HIPPA Privacy;
 - l. Confidentiality of Mental Health and Substance Use Records (42 CFR Part 2); and
 - m. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training.

Grantee shall access www.centralizedtraining.com website for COPSD training.

7. Licensed Chemical Dependency Counselors (LCDCs) recognize the limitations of the licensee's ability and shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional competence.

D. TTOR STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee shall:

1. Grantee shall comply with all staffing requirements documented in this section, and additionally comply with the following staffing requirements for the TTOR Funded Position, Priority Admissions Counselor (PAC):
2. Within 90 days of hire and prior to providing direct care services, PACs and their backups shall additional complete training in the following:
 - a. HHSC-approved Overdose Prevention Training; and
 - b. HHSC-approved Medication Assisted Treatment (MAT) Advocate Training

3. At a minimum, the PAC and back-ups shall complete and maintain documentation of the 10 hours of training each fiscal year in any of the following areas:
 - a. Motivational interviewing techniques;
 - b. Health literacy;
 - c. Risk and harm-reduction strategies;
 - d. Substance use and trauma issues;
 - e. Community outreach;
 - f. Aspects of Prenatal and Postpartum Care;
 - g. Neonatal Abstinence Syndrome;
 - h. Fetal Alcohol Spectrum Disorders.

E. DISASTER SUBSTANCE USE SERVICES

Grantee shall:

1. Required to assist in mitigating the psychological trauma experienced by victims, survivors, and responders to a disaster. Assist the client or family in returning to a normal (pre-disaster) level of functioning and assist in decreasing the psychological and physical effects of acute and/or prolonged stress. In the event clients already receiving substance use disorder services are affected, continued work with the affected clients in conjunction with the client's current support system will occur.
2. Develop policies and procedures to address response and recovery for substance use disorder programs. Responsibilities include, but are not limited to, the following:
 - a. Enter, and update as necessary, into CMBHS, the names and twenty-four (24)-hour contact information of the Risk Manager or Safety Officer and at least two professional staff members trained in mental health, substance use disorders, or crisis counseling, one of whom may be the Grantee's Risk Manager or Safety Officer, as disaster contacts;
 - b. Submit disaster substance use disorder services policies and procedures if requested by HHSC;
 - c. Collaborate with HHSC and local preparedness, response and recovery efforts.
 - d. Submit disaster substance use disorder services reports as requested by HHSC.
 - e. Assist in coordinating the disaster/incident response among substance use disorder treatment providers, community mental health and emergency disaster service organizations, such as emergency shelters and food banks.
 - f. Facilitate outreach to substance use disorder clients and their families and ensure they are provided access to client and group counseling, education, assessment, referral and community support;
 - g. Assign employees to assist HHSC to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, state or federal emergencies;

- h. Contract with HHSC to provide Federal Emergency Management Agency (FEMA) funded Crisis Counseling, Assistance, and Training Program(s) (CCATP) after federal declarations, as appropriate. CCATP services include housing, hiring, and co-managing CCATP Team(s), as appropriate, and are described at <https://www.fema.gov/public-assistance-local-state-tribal-and-non-profit>. Participate in disaster substance use disorder education training programs as necessary.
3. Assist in the coordination of disaster evacuation and relief plans for the Program Service Area when requested and under the direction of HHSC.

F. TTOR ADDITIONAL DISASTER SUBSTANCE USE SERVICES:

Grantee shall:

1. Assign PAC to assist HHSC to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, state, or federal emergencies.

G. COVID-19 OSAR RESOURCES Grantee shall:

1. The one-time increase in funds will be used in the following manner:
 - a. Funds may be used to assist individuals enrolled in OSAR, intervention, treatment, or recovery support services/youth recovery communities meet one-time needs directly related to the COVID-19 pandemic and are barriers to receiving intervention, treatment, or maintaining recovery from substance misuse or a substance use disorder.
 - b. Funds may be used to purchase the following items in order to provide substance use resources related to the COVID-19 pandemic, including but not limited to:
 - i. Overdose prevention kits (e.g., Narcan/naloxone);
 - ii. Transportation assistance for substance use-related and recovery-oriented services (e.g., bus tickets, city bus passes, taxis or ride share vouchers);
 - iii. Personal Protective Equipment (e.g., masks, face shields);
 - iv. Reusable water bottles;
 - v. U.S. Food and Drug Administration (FDA)-approved COVID-19 tests and collection kits; and
 - vi. Hygiene kits (e.g., toothbrush, toothpaste, soap, shampoo, deodorant, comb, hand sanitizing wipes).
 - c. Cash shall not be given directly to a client.
 - d. Expenditures for items not listed above must have written justification and receive written approval from HHSC Program Coordinator and Contract Manager.

2. Grantee will allocate at least 50% of the one-time increase in funds for intervention, treatment, and recovery support services/youth recovery communities provided by a service provider other than the OSAR.
3. Grantee will provide items directly or funds for items, such as those listed in 1, b, to HHSC-funded intervention, treatment, and recovery support service/youth recovery community providers upon request of the HHSC-funded provider. Grantee may provide items to non-HHSC-funded intervention, treatment, and recovery support service/youth recovery community providers with written approval from HHSC Program Coordinator and Contract Manager.
4. Grantee will provide items directly or funds for items, such as those listed in 1, b, to HHSC-funded or approved non-HHSC-funded intervention, treatment, or recovery support/youth recovery community service providers no later than the tenth business day after the written date of the request.
5. Grantee will adhere to requirements and follow directions provided by HHSC and HHSC-funded evaluation contractor to account for all expenditures and data collection related to the one-time increase in funds.

H.COVID-19 OSAR VIRTUAL SERVICE DELIVERY

Grantee shall:

1. These one-time funds will be used in the following manner:
 - a. Funds shall be used to continue to provide and enhance service delivery capabilities to ensure OSAR programmatic requirements can continue to be conducted virtually due to COVID-19 pandemic.
 - b. Virtual service delivery enhancements to continue to provide services during the COVID-19 pandemic may include:
 - i. Telehealth/teletherapy platforms
 - ii. Digital signature software (e.g., software as a service)
 - iii. Supplies required to provide virtual services
 - iv. Expansion of network connectivity and availability
 - v. Staff trainings for virtual service delivery

I. REPORTING AND SUBMISSION REQUIREMENTS

Grantee shall:

1. Submit required reports of monitoring activities to HHSC by the applicable due date outlined below. The following reports must be submitted to HHSC through GlobalScape EFT (<https://sftp.hhs.texas.gov/>) or CMBHS by the required due date and report name described in Table 1: Submission Requirements:
 - a. Grantee shall submit all documents listed in Table 1 by the Due Date stated.
 - b. Grantee will note that if the due date is on a weekend or holiday, the due date is the following business day.

- c. Grantee shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR is due the last business day of the month following the end of each quarter.
- d. Grantee shall submit a quarterly General Ledger to support the funding information documented in the FSR. The General Ledger shall only include expenses from this program ID: SA/OSR
- e. Grantee shall submit monthly claims in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
- f. Grantee shall submit annual Contract Closeout documentation each fiscal year with a final contract closeout due October 15 of the final contract year.
- g. Grantee shall submit a CMBHS Security Attestation Form electronically on or before September 15th and March 15th to the designated folder in GlobalScape EFT.
- h. Grantee shall submit Categorical Budgets for State fiscal years FY2023 and FY2024 on June 1 of the previous State fiscal year.
- i. Grantees duty to submit documents will survive the termination or expiration of this Contract.

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

Table 1: Submission Requirements

Requirement	Document Name	Due Date	Submission System
Section II (A)	1-800 Number confirmation	10 business days after contract execution; revisions to 1-800 number reported within 3 business days	GlobalScape
Section II (J)	CMBHS Security Attestation Form and List of Authorized Users document	Sept. 15, March 15 th , annually	GlobalScape
Section II (A)	Client Satisfaction Survey results report	Last business day of the month following the end of each quarter	GlobalScape
Section II (A)	Quarterly Regional Collaborative Meeting Invitation List and Sign-in Sheets	15th of the month following the quarter	GlobalScape

Section II (E)	TTOR funded Expenditure Report	Quarterly; 15 th of the month, reporting the following quarter's data.	GlobalScape
Section II (I)	Performance Measures in CMBHS	Monthly; 15 th of the month, reporting the following months data.	CMBHS
Section II (I)	Financial Status Report (FSR) in CMBHS	Quarterly, FSR due the Last business day of the month following the end of each quarter. 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 <i>Final Financial Status Report due 45 days after Contract end date</i>	CMBHS
Section II (I)	General Ledger	Quarterly, General Ledger due on last business day of the month following the end of each quarter.	GlobalScape
		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	
Section II (I)	Closeout documents	Each Fiscal Year	GlobalScape

Section II (I)	Categorical budgets	FY23-24 Categorical Budget as follows: FY22: FY23 budget June 1, 2022 FY23: FY24 budget due June 1, 2023	GlobalScape
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J. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee shall:

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. Establish and maintain 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.
4. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
5. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and Subgrantee'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.
6. Attend HHSC training on CMBHS documentation.
7. 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 SEPTEMBER 2021)**

A. CONTRACT INFORMATION

Vendor ID:	17415906597
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Grantee Name:	Bexar County Board of Trustees for MHMR DBA THE CENTER FOR HEALTH CARE SERVICES
Contract Number:	HHS000782500010
Contract Type	Intervention
Payment Method:	Cost Reimbursement
DUNS Number:	10528560
Federal Award Identification Number (FAIN)	B08TI083054-01; H79TI081729
Solicitation Method:	Exempt, Governmental Entity

B. SERVICE AREA

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

Region: 8

Atascosa, Bandera, Bexar, Calhoun, Comal, DeWitt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzalez, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, LaSalle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala

C. TARGET POPULATION

All Texas Residents.

D. RENEWALS

No renewals remain for this contract.

E. CONTACT INFORMATION

Name:	Jose Guevara
Email:	jose.guevara04@hhs.texas.gov
Telephone:	512-206-5021
Address:	909 W 45 th Street, Bldg 555 (MC 2058)
City/Zip:	Austin, TX 78751

F. PERFORMANCE MEASURES

Grantee shall report performance measures monthly through CMBHS in accordance with Section II, I. "Reporting and Submission Requirements" herein (*see above*) for this contract.

OSAR PERFORMANCE MEASURE(S)

Performance Measure:	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual Goal</u>
1. Number of adults screened for substance use services	<u>280</u>	<u>280</u>	<u>280</u>	<u>280</u>	<u>1120</u>
2. Number of youth screened for substance use services	<u>60</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>240</u>

TTOR PERFORMANCE MEASURE(S)

Performance Measure:	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual Goal</u>
3. Number of adults screened resulting in a preliminary diagnosis of opioid use disorder	<u>100</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>400</u>
4. Number of pregnant adults screened resulting in a preliminary diagnosis of opioid use disorder	<u>8</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>35</u>

G. PERFORMANCE MEASURE METHODOLOGY

OSAR Performance Measure Methodology

1. Number of adults screened for substance use services: The number of individual adults who have been screened for substance use services by the Grantee within the reporting period.
2. Number of youth screened for substance use services: The number of individual youth who have been screened for substance use services by the Grantee within the reporting period.

TTOR Performance Measure Methodology

3. Number of adults screened resulting in a preliminary diagnosis of opioid use disorder: The number of individual adults who have been screened and preliminarily diagnosed with an opioid use disorder by the Grantee within the reporting period.
4. Number of pregnant adults screened resulting in a preliminary diagnosis of opioid use disorder: The number of individual pregnant adults who have been screened and preliminarily diagnosed with an opioid use disorder by the Grantee within the reporting period.

H. PERFORMANCE OUTCOME MEASURE METHODOLOGY

OSAR Performance Outcome Measure Data Methodology:

1.

Outcome Measures	Percentages
1. Percent of individual adults with an opioid use disorder referred that presented to medication-assisted treatment	55%
2. Percent of individual pregnant adults with an opioid use disorder referred that presented to medication-assisted treatment	90%

Percent of individuals referred to Substance Use Disorder Treatment:

a. The **numerator** is the total number of individuals (adults and youth combined) who received a referral to Substance Use Disorder Treatment and the referral type selected in CMBHS is Substance Abuse/Use Disorder Treatment. Additionally, the Substance Use Disorder Treatment referral has one or both in CMBHS:

- i. A corresponding waitlist entry and/or;
- ii. A scheduled an admission date with to a referred substance use disorder treatment provider.

b. The **denominator** is the total number of individuals (adult and youth combined) screened for substance use services.

2. Percent of individuals referred to Recovery Support Services:

a. The **numerator** is the total number of individuals (adult and youth combined) who received a referral to Recovery Support Services (and the referral type selected in CMBHS is Recovery Support Services). A Referral to Recovery Support Services is defined as a referral to one or more of the following: Recovery Coaching, Sober Living, Peer Support Groups/Mentoring, Community Recovery Meetings.

b. The **denominator** is the total number of individuals (adult and youth combined) screened for substance use services

3. Percent of individuals referred to Mental Health Services:

a. The **numerator** is the total number of individuals (adult and youth combined) who received a referral to Mental Health Services and the referral type selected in CMBHS is Mental Health Treatment (Inpatient) or Mental Health Treatment (Outpatient). A referral to Mental Health Services is defined as a referral to one or more of the following: Local Mental Health Authority (LMHA), Local Behavioral Health Authority (LBHA), Community Mental Health Provider, Inpatient/Outpatient Psychiatric Facility, CoOccurring Psychiatric and Substance Use Disorders (COPSD).

b. The **denominator** is the total number of individuals (adult and youth combined) screened for substance use services.

TTOR Performance Outcome Measure Data Methodology:

- 1. Percent of adults with an opioid use disorder referred that presented to medication assisted treatment.

- a. The **numerator** is the total number of adults who have a one or more of the following documented in CMBHS:
 - i. A referral outcome with “Presented for Referral” selected as the client outcome;
 - ii. A corresponding waitlist entry; or
 - iii. An admission to a Medication Assisted Treatment provider.
 - b. The **denominator** is the total number of adults screened resulting in a preliminary diagnosis of opioid use disorder.
2. Percent of individual pregnant adults with an opioid use disorder referred that presented to medication assisted treatment.
- a. The **numerator** is the total number of pregnant adults who have a one or more of the following documented in CMBHS:
 - i. A referral outcome with “Presented for Referral” selected as the client outcome;
 - ii. A corresponding waitlist entry; or
 - iii. An admission to a Medication Assisted Treatment provider.
 - b. The **denominator** is the total number of pregnant adults screened resulting in a preliminary diagnosis of opioid use disorder.

**ATTACHMENT B
CATEGORICAL BUDGET
(REVISED SEPTEMBER 2021)**

Grantee: BEXAR COUNTY BOARD OF TRUSTEES FOR MHMR DBA THE CENTER FOR HEALTH CARE SERVICES

Contract Number: HHS000782500010

- A. Funding from The United States Department of Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) fund the System Agency Substance Use Disorder project(s), which include this contract.
- B. The following Assistance Listing Funds (ALN) funds may be listed as part of the System Agency Share. Grantee shall comply with the Code of Federal Regulations (CFR), as applicable:
1. Substance Abuse Prevention Treatment (SAPT) Grant, ALN 93.959
45 CFR Part 96, Subpart C, as applicable, which is located at the following website:
<https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c>;
 2. State Opioid Response (SOR) Grant, CFDA 93.788
45 CFR Part 75, as applicable, which is located at the following website:
<https://ecfr.io/Title-45/pt45.1.75>
 3. Substance Abuse Prevention Treatment (SAPT) Grant COVID-19 SAPT supplemental grant funding, ALN 93.959 45 CFR Part 96, Subpart C, as applicable, which is located at the following website: <https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c>.
- C. The total reimbursements are as follows:
1. System Agency's share of total reimbursements will not exceed \$4,375,993.00 for the period from September 1, 2020, through August 31, 2025, as follows:
 - a. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$ 734,407.00
 - b. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$1,186,031.00
 - c. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$ 986,741.00
 - d. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$ 734,407.00
 - e. Fiscal Year 2025, September 1, 2024 through August 31, 2025 - \$ 734,407.00
 2. For each Fiscal Year noted in Section C.1.a.-e. (immediately above), Grantee shall provide a match requirement of \$33,471.00.
 3. The total amount of this Contract, including applicable match, will not exceed \$4,543,348.00 as documented below:

- a. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$ 767,878.00
 - b. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$1,219,502.00
 - c. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$1,020,212.00
 - d. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$ 767,878.00
 - e. Fiscal Year 2025, September 1, 2024 through August 31, 2025 - \$ 767,878.00
- D. Grantee shall comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the Uniform Grant Management Standards (UGMS) Standards, <https://comptroller.texas.gov/purchasing/grant-management/>
- E. Grantee shall review and comply with the System Agency's Grants Technical Assistance guide, which provides guidance on financial administration in order to clarify applicable laws, rules and regulations. The Guide is located at the following: <https://hhs.texas.gov/doing-business-hhs/grants>.
- F. Grantee is required to contribute five percent (5%) match for the funding allocations from the SAPT Grant, ALN 93.959 and General Revenue, excluding the following:
1. The COVID-19 SAPT Supplemental Grant funding, ALN 93.959, does not have a match requirement; and
 2. The SOR grant, ALN 93.788 does not have a match requirement.
- G. Grantee will submit invoices to System Agency through Clinical Management for Behavioral Health Services (CMBHS) system monthly.
- H. Except as indicated by the CMBHS financial eligibility assessment, Grantee shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants, and Grantee shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.
- I. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.
- J. Cost Reimbursement Budget:
1. 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.
2. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - a. Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten percent (10%) of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten percent (10%) requirement stated above in Section J.2.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 a Technical Guidance Letter (TGL) if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
 - c. 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.
 3. 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.

K. Categorical Budget:

The approved categorical budgets for each fiscal year of the Contract is documented below:

Categorical Budget FY 2021

PERSONNEL	\$423,306.00
FRINGE BENEFITS	\$128,685.00
TRAVEL	\$36,115.00
EQUIPMENT	\$0.00
SUPPLIES	\$16,403.00
CONTRACTUAL	\$0.00

OTHER	\$96,604.00
TOTAL DIRECT CHARGES	\$701,113.00
INDIRECT CHARGES	\$66,764.00
TOTAL CONTRACT AMOUNT	\$767,877.00
SYSTEM AGENCY SHARE	\$33,470.00
MATCH	\$734,407.00

Categorical Budget FY 2022

PERSONNEL	\$456,155.00
FRINGE BENEFITS	\$131,466.00
TRAVEL	\$20,245.00
EQUIPMENT	\$0.00
SUPPLIES	\$8,158.00
CONTRACTUAL	\$0.00
OTHER	\$491,522.00
TOTAL DIRECT CHARGES	\$1,107,576.00
INDIRECT CHARGES	\$111,926.00
TOTAL CONTRACT AMOUNT	\$1,219,502.00
SYSTEM AGENCY SHARE	\$1,186,031.00
MATCH	\$33,471.00

ATTACHMENT E (REVISED AUGUST 2021)



TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions

Version 1.3

ATTACHMENT E (REVISED AUGUST 2021)

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ATTACHMENT E (REVISED AUGUST 2021)

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.

“Other 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.

ATTACHMENT E (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.

Any person employed by Grantee shall, at the written request of HHSC, and within HHSC’s sole discretion, be removed immediately by Grantee from work relating to the Contract.

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

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- 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.
 - e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
 - f. Grantee shall monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
 - g. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
 - h. Grantee shall 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. Grantee shall 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. Grantee shall ensure and be responsible for the performance of the subcontractor(s).
 - k. Grantee shall 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

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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.

- 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 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 Other 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 declared 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 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, of its insolvency, incapacity or outstanding unpaid obligations of Grantee to the Internal Revenue Service (IRS), Texas Workforce Commission (TWC), the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Grantee's becoming aware of such.

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5.03 Notice of Criminal Activity and Disciplinary Actions

- a. Grantee shall immediately send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee learns of or has any reason to believe it or 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:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. 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 shall not permit any person who engaged, or was 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 shall:

- 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 shall;

- 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 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 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 calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body shall:

- a. Bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
- b. Be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
- c. Ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

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5.10 Direct Operation

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

5.11 Interim Extension Amendment

- a.* Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b.* The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 1. Continue provision of services in response to a disaster declared by the governor;
or
 2. To ensure that services to clients continue without interruption.
- c.* The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.
- d.* Grantee will provide and invoice for services in the same manner as stated in the Contract.
- e.* An interim extension under Section (b)(1) above will extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f.* An interim extension under Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will:

- a.* Retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.
- b.* Retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.
- c.* Maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.
- d.* Retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years
- e.* Retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.
- f.* Include this provision concerning records retention in any subcontract it awards.
- g.* Ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

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- h.* Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD 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 shall:

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 shall:

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 shall:

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 shall:

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 shall:
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 shall:

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.

ATTACHMENT E (REVISED AUGUST 2021)**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 shall:

- 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 shall:

- 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.
- c.** The following are the exceptions to Item (b):
A client may receive the following services at the same time the client receives SUD outpatient or residential treatment services:
 - a.** Co-occurring psychiatric / substance use disorder services,
 - b.** Ambulatory detoxification, or
 - c.** Opioid substitution therapy services.
- d.** 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 shall;

- 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 shall:

- 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 10 calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

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A submitted appeal must;

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

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