

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-17-0144-00036
UNDER THE
HOME AND COMMUNITY-BASED SERVICES – ADULT MENTAL HEALTH
PRE-ENGAGEMENT SERVICES GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency”) and The Harris Center for Mental Health and IDD (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for Home and Community-Based Services – Adult Mental Health Pre-Engagement Services (MH/HCBSPE) (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract, or on September 1, 2017, whichever is later, and terminates on August 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract.

IV. BUDGET

The total amount of this Contract will not exceed an estimated **FORTY THOUSAND TWO HUNDRED FORTY DOLLARS AND NO CENTS (\$40,240.00)**. The estimated State Fiscal Year (SFY) 2018 funding amount may either be ratified or amended at the sole discretion of the System Agency, based on changes in appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruption of current funding for this Contract. No SFY 2018 work may begin, and no SFY 2018 expenditures may be incurred until the System Agency issues a written Notice to Proceed. This Notice to Proceed will either include a ratified SFY 2018 funding amount, or an amended SFY 2018 funding amount, which will be incorporated into this Contract by a subsequent Amendment.

All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission
P.O. Box 149347, Mail Code 2058
Austin, TX 78714-9347
Attention: Judith Tyler, Contract Manager

Grantee

The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, TX 77074
Attention: Steven B. Schnee, Ph.D., Executive Director

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee

The Harris Center for Mental Health and IDD
P.O. Box 25381
Houston, TX 77074
Attention: Steven B. Schnee, Ph.D., Executive Director

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 529-17-0144-00036

HEALTH AND HUMAN SERVICES COMMISSION

**THE HARRIS CENTER FOR MENTAL
HEALTH AND IDD**

DocuSigned by:
Lauren Lacefield
85CB6351C9204C3...

DocuSigned by:
Steven B. Schnee
D485DD7B9C1A452

Name: Lauren Lacefield

Name: Steven B. Schnee

Title: Deputy Associate Commissioner

Title: Chief Executive Officer

Date of execution: 9/7/2017 | 11:00 AM CDT

Date of execution: 9/6/2017 | 5:09 PM CDT

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 529-17-0144-00036 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT C - GENERAL AFFIRMATIONS**
- ATTACHMENT D - SUPPLEMENTAL AND SPECIAL CONDITIONS**
- ATTACHMENT E - DATA USE AGREEMENT**

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Provide Home and Community-Based Services - Adult Mental Health (HCBS-AMH) Pre-Engagement Services to individuals seeking referral and enrollment as an HCBS-AMH participant (Participant). These services include referral and enrollment duties (e.g., initial eligibility screening, assisting in obtaining Medicaid eligibility, assisting in selection of the HCBS-AMH Provider Agency and/or Recovery Management Entity and completing referral and enrollment documentation) that are independent of all other services included in the HCBS-AMH service array. HCBS-AMH Pre-Engagement Services cannot be provided until an HCBS-AMH Provider Agency and Recovery Management Entity are able to accept referrals and are determined to be active by System Agency.
- B. Provide HCBS-AMH Pre-Engagement Services to individuals who reside, or propose to reside, in the following counties: Harris County.
- C. Perform all HCBS-AMH Pre-Engagement Services as outlined in the “LMHA/LBHA Pre-Engagement Services” chapter of the HCBS-AMH Provider Manual (Manual), which is incorporated by reference, and is located at <http://www.dshs.texas.gov/mhsa/hcbs-amh/Manuals.aspx>. Contingent upon available funding, the Parties may negotiate to amend the Contract if the need for HCBS-AMH Pre-Engagement Services exceeds the total Contract amount.
- D. Comply with terms and conditions set forth in the most current version of the Manual. In addition to covering general topics, the Manual contains detailed information specific to Grantee’s roles and responsibilities.
- E. Provide the service components specified below in accordance with applicable federal and state laws, rules, regulations, and HCBS-AMH requirements. These include, but are not limited to:
 - 1. Code of Federal Regulations, Title 42, Parts 440, 441, 455 and 456;
 - 2. Code of Federal Regulations, Title 45, Parts 46, 80, 84, 90 and 91;
 - 3. Texas Administrative Code, Title 25, Part 1, Chapter 414;
 - 4. Applicable subchapters of Texas Administrative Code, Title 25, Part 1, Chapter 355;
 - 5. Laws, rules and regulations cited in the various sections of the Manual; System Agency and other Texas licensing standards, certification principles and requirements to the extent applicable when providing services under this Contract;
 - 6. Any rules or regulations that are promulgated subsequent to the execution of this Contract, and are applicable to Grantee’s provision of services under this Contract;
 - 7. The Manual; and

ATTACHMENT A STATEMENT OF WORK

8. Any applicable rules or regulations that are promulgated subsequent to the execution of this Contract.
- F. Request appropriate written consent from each Individual and/or Legally Authorized Representative for the disclosure of protected health information or other sensitive personal information.

II. GRANTEE AGREEMENTS

- A. Grantee agrees that neither Grantee nor any of its controlling parties has been excluded or debarred from participation in any state or federal health care program, including any Title XVIII (Medicare) or Title XIX (Medicaid) program, under the provisions of §1128(a) or (b) of the Social Security Act [42 U.S.C. §1320a-7(a) or (b)] or E.O. 12549. Grantee will notify System Agency within ten (10) business days of the date it receives notice that any action is being taken against the Grantee or any individual or entity defined under the provisions of §1128(b)(8) or (15) that could result in exclusion of the Grantee from a Medicaid program.
- B. Grantee agrees that rights to payments and recovery of funding from any applicable third party payors, in accordance with 42 C.F.R. §433.145 and Texas Human Resources Code §32.033, is assigned to System Agency, or its designee, for any Participants served under this Contract.
- C. Grantee agrees to utilize applicable Medicaid services for which Grantee is authorized to provide to the potential Participant before utilizing HCBS-AMH Pre-Engagement Services.
- D. Grantee agrees to provide documentation of completed service provision for all activities outlined in Manual upon request from System Agency.
- E. Grantee agrees to inform System Agency, in writing, of any changes that affect Grantee's administrative or service provision activities at least ten (10) business days prior to making changes. This includes, but is not limited to, changes in ownership or control, federal tax identification number, or addresses.
- F. Grantee agrees to maintain enrollment as an HCBS-AMH Provider, for the services described in this Statement of Work, in accordance with the Texas Medicaid and Healthcare Partnership Provider Enrollment process upon notification from System Agency that HCBS-AMH services are processed through Texas Medicaid and Healthcare Partnership Provider.
- G. Grantee agrees that all reports, documentation, and other information required of Grantee shall be submitted electronically to the mhcontracts@dshs.state.tx.us email address, with a copy to the assigned System Agency Contract Manager and the System Agency HCBS-

ATTACHMENT A STATEMENT OF WORK

AMH contact at HCBS-AMH.services@dshs.state.tx.us. Alternative submission arrangements shall be approved by the System Agency Contract Manager.

- H. System Agency agrees to provide an administrative hearing to Grantee, in accordance with 25 Texas Administrative Code Chapter 357 and other applicable state and federal laws, rules, and regulations, concerning an adverse action taken.
- I. System Agency agrees to notify Grantee of any amendments to the Manual. Notification will be provided in the form of a broadcast message from System Agency.

III. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions, including but not limited to the performance measures below. Grantee shall submit data supporting these measures on or before the fifteenth (15th) business day of March (i.e., state fiscal quarters 1-2), and September (i.e., state fiscal quarters 3-4) using the HCBS-AMH Pre-Engagement Services Performance Measure reporting form which is incorporated by reference, and is located at <https://dshs.texas.gov/mhsa/hcbs-amh/>.

- A. Response to Inquiry: Timely response to 90% of inquiries from individuals seeking enrollment as Participant.

Measurement: The total number of individuals seeking enrollment as a Participant contacted within three business days divided by the total number of individuals on the HCBS-AMH inquiry list.

- B. Assessment Completion: Complete HCBS-AMH Uniform Assessment (UA) within 14 days of individual calling inquiry line for 50% of individuals.

Measurement: The total number of complete HCBS-AMH UA submitted during the measurement period divided by the total number of individuals receiving HCBS-AMH Pre-Engagement Services during the measurement period.

- C. Enrollment Completion: Assist 80% of the individuals determined eligible by HHSC for whom Grantee completed the HCBS-AMH UA in completing HCBS-AMH Program Enrollment Forms.

Measurement: The total number of individuals with completed enrollment forms during a measurement period divided by the total number of individuals determined eligible by HHSC for whom Grantee completed the HCBS-AMH UA.

ATTACHMENT A STATEMENT OF WORK

IV. INVOICE AND PAYMENT

- A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>, which is incorporated by reference. Grantee shall submit all expenditures for the previous month no later than the 15th of the following month. Grantee shall submit the following supporting documentation for reimbursement of the services/deliverables:
1. Form B-13, which at minimum shall include:
 - a. Name, address, and telephone number of Grantee;
 - b. Contract Number;
 - c. System Agency Purchase Order Number (to be provided by System Agency);
 - d. System Agency Program ID;
 - e. Identification of service(s) provided;
 - f. Dates services were delivered;
 - g. Type of Entity; and
 - h. Total invoice amount.
 2. HCBS-AMH Pre-Engagement Invoice, which is incorporated by reference, and can be found at <http://www.dshs.texas.gov/mhsa/hcbs-amh/billing/>.
 3. Any additional supporting documentation which is required by this Contract or as requested by System Agency.
- B. Grantee shall electronically submit via Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliant encrypted email all invoices with required or requested supporting documentation to the Claims Processing Unit at invoices@dshs.state.tx.us with a copy to hcbs-amh.services@dshs.state.tx.us, mhcontracts@dshs.state.tx.us, and the assigned Contract Manager

Grantee shall include the following details in the subject line of the email:

1. Grantee Name;
2. System Agency Contract Number;
3. System Agency Program ID;
4. Month and Year of Service; and
5. Total Invoice Amount.

Alternative submission arrangements shall be approved by the assigned System Agency Contract Manager.

- C. Grantee shall maintain all encounter data sheets and invoices for all HCBS-AMH Pre-Engagement Services as described in the Manual.

ATTACHMENT A STATEMENT OF WORK

- D. HCBS-AMH Pre-Engagement services shall be invoiced at a fifteen (15) minute incremental unit rate. Grantee shall provide no more than sixteen (16) total hours or sixty-four (64) fifteen (15) minute incremental units of HCBS-AMH Pre-Engagement Services per Participant case.

- E. HCBS-AMH Pre-Engagement Services shall be invoiced no more than one time per individual per submission of the HCBS-AMH Uniform Assessment. This may occur at time of initial referral, initial referral to the program after discharge from HCBS-AMH, and annual re-assessment.

V. FUNDING OBLIGATION

This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, System Agency may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how System Agency shall fund the services and/or goods to be procured with the restricted or reduced funds.

ATTACHMENT C GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the Enterprise Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

ATTACHMENT C
GENERAL AFFIRMATIONS

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the Enterprise Agency; (2) was not at any time during the past four years the executive head of the Enterprise Agency; and (3) does not employ a current or former executive head of the Enterprise Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the Enterprise Agency ceased.
17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to Enterprise Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the Enterprise Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or

**ATTACHMENT C
GENERAL AFFIRMATIONS**

similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Enterprise Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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**ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS**

SUPPLEMENTAL CONDITIONS

THE FOLLOWING SUPPLEMENTAL CONDITIONS APPLY TO THIS CONTRACT AND MODIFY THE HHS UNIFORM TERMS AND CONDITIONS:

SECTION 3.01 FUNDING, ARTICLE III. STATE AND FEDERAL FUNDING, IS REVISED TO ADD THE FOLLOWING:

- a. System Agency, at its sole discretion, may adjust the funding amount of Contract based on performance measures, outcome measures, waitlist, and/or other criteria determined by System Agency. Contingent on availability of funds allocated for the adjustments System Agency may implement an alternative reimbursement methodology using the rates set forth herein (or using the rates that exist at the time a contract is executed). This alternative methodology may include the use of a case rate based on expected lengths of stay.
- b. Funding for subsequent state fiscal years will be added on or before September 1st of each year and is contingent on the availability of state funds from System Agency. State fiscal years are defined as September 1st through August 31st.

Section 7.01 BOOKS AND RECORDS, ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE, IS REVISED TO ADD THE FOLLOWING:

- a. If the federal retention period for services that are funded through Medicaid is more than seven years, then the Grantee will retain the records for longer period of time.
- b. Grantee shall 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.
- c. Grantee shall retain medical records in accordance with 22 Texas Administrative Code (TAC) §165.1(b) or other applicable statutes, rules and regulations governing medical information.
- d. Grantee shall include this provision concerning records retention in any subcontract it awards.
- e. Grantee ceases business operations, it shall 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 four years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.
- f. Grantee shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

SECTION 8.01 CONTRACT MANAGEMENT, ARTICLE VIII, CONTRACT MANAGEMENT AND EARLY TERMINATION, SUBSECTION E., IS REVISED AS FOLLOWS:

- e. Imposing any other remedies authorized under this Contract:

The remedies and sanctions in this section are available to the System Agency against Grantee and any entity that subcontracts with Grantee for provision of services or goods.

ATTACHMENT D SUPPLEMENTAL AND SPECIAL CONDITIONS

Additionally, Health and Human Services Commission (HHSC) Office of Inspector General (OIG) may investigate, audit and impose or recommend imposition of remedies or sanctions to the System Agency for any breach of this Contract.

The System Agency may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Grantee breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the System Agency may take one or more of the following actions:

1. Place Grantee on accelerated monitoring, which means more frequent or more extensive monitoring than ordinarily conducted by System Agency. System Agency may allow Grantee the opportunity to correct identified deficiencies prior to imposing other actions stated in this section.
2. Terminate this Contract by one of means provided in Article VIII. If applicable, notify Grantee of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
3. Suspend all or part of this Contract by notifying that the Grantee that System Agency is temporarily discontinue performance of all or a part of the Contract as provided for in Article VIII; as of the effective date of the suspension pending System Agency's determination to terminate, amend the Contract or permit the Grantee to resume performance. Grantee shall not bill System Agency for services performed during suspension, unless expressly authorized by the notice of suspension;
4. Use as a basis to deny additional or enter into future contracts with Grantee;
5. Temporarily withhold cash payments to Grantee for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
6. Permanently withhold cash payments by retaining funds billed by Grantee;
7. Request that Grantee be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
8. Declare this Contract void upon the System Agency's determination that this Contract was obtained fraudulently or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;
9. Delay execution of a new contract or renewal with Grantee while other imposed or proposed sanctions are pending resolution;
10. Demand repayment from Grantee when it has been verified that Grantee has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
11. Pursue a claim for damages as a result of breach of contract;
12. Require Grantee to prohibit any employee or volunteer of Grantee from performing under this Contract or having direct contact with System Agency -funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by System Agency;
13. Withhold any payment to Grantee to satisfy any recoupment imposed by System Agency and take repayment from funds available under this Contract in amounts necessary to fulfill Grantee's payment or repayment obligations;
14. Reduce the Contract term;
15. Recoup improper payments when Grantee has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
16. Impose any other remedies, sanctions or penalties permitted by federal or state

ATTACHMENT D SUPPLEMENTAL AND SPECIAL CONDITIONS

statute, law, regulation or rule.

SECTION 8.01 CONTRACT MANAGEMENT, ARTICLE VIII, CONTRACT MANAGEMENT AND EARLY TERMINATION, IS REVISED TO ADD SUBSECTION G. NOTICE OF REMEDIES OR SANCTIONS AS FOLLOWS:

- g. Notice of Remedies or Sanctions:
 - 1. System Agency shall formally notify Grantee in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.
 - 2. Other than in the case of repayment or recoupment, Grantee is required to file, within 10 calendar days of receipt of notice, a written response to System Agency acknowledging receipt of such notice.
 - 3. If requested by the System Agency, the written response must state how Grantee shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If System Agency determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, System Agency's decision is final. System Agency shall provide written notice to Grantee of System Agency's final decision.
 - 4. If required by the System Agency, Grantee shall submit a corrective action plan for System Agency approval and take corrective action as stated in the plan approved by System Agency. If System Agency determines that repayment is warranted, System Agency shall issue a demand letter to Grantee for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, System Agency shall recoup the amount due to System Agency from funds otherwise due to Grantee under this Contract.

SECTION 8.03 TERMINATION FOR CAUSE, SUBSECTION A. MATERIAL BREACH, ARTICLE VIII. CONTRACT MANAGEMENT AND EARLY TERMINATION, IS REVISED TO ADD THE FOLLOWING:

Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a. Failure to properly provide the services and/or goods purchased under this Contract;
- b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
- c. Failure to pay refunds or penalties owed to the System Agency; or
- d. Failure to comply with a repayment agreement with System Agency or agreed order issued by the System Agency.

SPECIAL CONDITIONS

ATTACHMENT D SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency within five days of becoming aware of the action and include the following:

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

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe their agent, employee, contractor 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.

SECTION 1.03 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.04 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.05 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment

ATTACHMENT D SUPPLEMENTAL AND SPECIAL CONDITIONS

standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- a. Contraindication considerations for telemedicine use;
- b. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- c. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- d. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- e. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- f. Priority in scheduling the system for clinical care of individuals;
- g. Quality oversight and monitoring of satisfaction of the individuals served; and
- h. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.06 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- a. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- b. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.07 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

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As applicable, the Grantee shall:

- a. Enroll as a Medicaid provider, or enter into a network provider agreement with a Children's Health Insurance Program and Medicaid managed care organization (MCO) under terms and conditions that are mutually-agreeable to the Grantee and MCO. If providing approved services authorized under this Contract that may be covered by Medicaid or CHIP, the Grantee will bill those programs or contracted MCOs for the covered services;
- a. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- b. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- c. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- d. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- e. Provide third party billing functions at no cost to the client.

SECTION 1.08 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement 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.texas.gov/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

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

SECTION 1.09 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- a. Name and contact information of the local, state or federal department or agency or entity;
- b. Date of the license action; and
- c. License or case reference number.

SECTION 1.10 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.
- a. The System Agency shall 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 are provided to clients without interruption.

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- b. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- c. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- d. An interim extension under Section (b)(1) above shall 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.
- e. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.11 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 System Agency'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 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.

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“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.

1. 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.

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

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upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
4. 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.