

**INTERAGENCY COOPERATION CONTRACT  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS00011460001**

**The Health and Human Services Commission** (“Receiving Agency” or the “System Agency”) and **The University of Texas Health Science Center at San Antonio**, (“Performing Agency”), each a “Party” and collectively the “Parties,” enter into the following contract for the Opioid Emergency Response Pilot (TRG) (the “Contract”) pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the Texas Government Code.

**I. Contract Representatives**

The following will act as the Representative authorized to act on behalf of their respective Party.

Performing Agency

Name: The University of Texas Health Science Center at San Antonio  
Address: 7703 Floyd Curl Drive MSC 7828  
City and Zip: San Antonio, Texas 78229-3901  
Contact Person: Chris G. Green, CPA  
  
Telephone: 210-567-2340  
E-Mail Address: grants@uthscsa.edu  
Agency Number: 745

Receiving Agency

Name: Health and Human Services Commission Medical and Social Services Division  
Address: P.O. Box 149347  
City and Zip: Austin, Texas 78714-9347  
Contact Person: Jason Jahnke, Contract Manager  
Telephone: 512-206-5343  
E-Mail Address: Jason.Jahnke@hhsc.state.tx.us  
Agency Number: 529

**II. Statement of Services to be Provided**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in **Attachment A – Statement of Work**.

**III. Contract Period and Renewal**

The Contract is effective on February 1, 2018, and terminates on April 30, 2019, unless renewed or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

**IV. Amendment**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

**V. Contract Amount and Payment for Services**

The total amount of this Contract shall not exceed **One Million, Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00)**, as provided for in **Attachment B – Budget**.

## **VI. Legal Notices**

Legal Notices under this Contract shall be deemed delivered when deposited 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**

Department of State Health Services  
Attention: General Counsel  
1100 W. 49th Street, MC 1911  
Austin, TX 78756

### **Performing Agency**

The University of Texas Health Science Center at San Antonio  
7703 Floyd Curl Drive MSC 7828  
San Antonio, Texas 78229-3901  
Attention: Chris G. Green, CPA  
210-567-2340

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## **VII. Certifications**

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.


The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

**Signature Page Follows**

**Signature Page for System Agency Contract No. HHS000114600001**

**Health and Human Services Commission**

**University of Texas Health Science  
Center at San Antonio**

DocuSigned by:  
  
Signature \_\_\_\_\_  
10121CFB41D...

DocuSigned by:  
  
Signature \_\_\_\_\_  
1DCC2C24476462...

Charles Smith

Chris G. Green

Executive Commissioner

Printed Name

Senior Director, Sponsored Programs

Title

Date of Execution March 22, 2018

Date of Execution March 20, 2018

**The following Attachments to System Agency Contract No.  
incorporated by reference:**

**are hereby**

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT A-1 - STATEMENT OF WORK SUPPLEMENTAL**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - SUPPLEMENTAL AND SPECIAL CONDITIONS**
- ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F - DATA USAGE AGREEMENT**
- ATTACHMENT G - GENERAL AFFIRMATIONS**
- ATTACHMENT H - NON-EXCLUSIVE LIST OF APPLICABLE LAWS**
- ATTACHMENT I - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA)**

## **ATTACHMENT G 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 System 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.
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 System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System 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 System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System 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 System Agency ceased.
17. Contractor understands that the System Agency does not tolerate any type of fraud. The System 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 System 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 System 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 System 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 System 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 similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the System 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 System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Pursuant to Texas Government Code §2270.002, Contractor affirms that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of this Contract.
21. Contractor affirms that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization.
22. 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.
23. 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.
24. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

## **ATTACHMENT H NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders

and policies. To the extent applicable to Grantee, Grantee shall comply with the following:

- a. Statutes, rules, regulations, and HHSC policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
  1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
  2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
  3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
  4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
  5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
  6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
  7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
  8. Tex. Labor Code Chapter 21;
  9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
  10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
  11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
  12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
  13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
  14. Non-discrimination Policy for HHSC Programs;
- b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law 113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
- c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
- e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
- f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
- h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
- i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;

- k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- l. Environmental standards pursuant to the following:
  - 1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), “Protection and Enhancement of Environmental Quality;”
  - 2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), “Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;”
  - 3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
  - 4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
  - 5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
  - 6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
  - 7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
  - 8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
  - 9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
  - 10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and
- m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
- n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management’s Standards for a Merit System of Personnel Administration, 5 CFR Part 1200 et seq.;
- o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§ 4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- p. Davis-Bacon Act, 40 USC §§ 3141-3148;
- q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
- r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
- s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist HHSC in complying with the Acts;
- t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
- u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
- v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
- w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.



## **ATTACHMENT A STATEMENT OF WORK**

### **I. PURPOSE**

The purpose of the Opioid Emergency Response Pilot is to develop, implement, and analyze a program aimed at decreasing overdose mortality prevalence and increase the prevalence of recovery initiation by connecting individuals identified as being at high risk for overdose with induction and engagement into Medication Assisted Treatment (MAT), community paramedicine support, and recovery support services.

### **II. GOAL**

Develop, implement, and analyze the efficacy of a community-based, overdose prevention outreach pilot program in collaboration with DATA 2000 waived practitioners, local first responders, and certified recovery support professionals.

### **III. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Attend System Agency approved trainings on overdose prevention, same-day induction model, and post-overdose reversal Recovery Support Services follow-up models by April 1, 2018.
- B. For Contractor providing EMS Opioid Response follow-up training (City of Round Rock only), provide and document training on EMS Opioid Response follow-up model to pilot sites. Documentation shall be made available at the request of the System Agency.
- C. Develop a needs assessment that identifies the community needs for overdose survivor linkage to care, engagement, and support. The needs assessment must include direct and full representation of members of the affected population. The needs assessment will be submitted to System Agency for approval by April 15, 2018.
- D. Purchase and have available for distribution, on or before April 30, 2018, supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications and fentanyl testing supplies. See Attachment B for amount to be expended.
- E. Develop an interventional pilot program model and implementation plan for individuals identified as being at high risk for overdose tailored to the community piloted. The proposed model will be submitted to System Agency for approval by April 30, 2018.
- F. Ensure the interventional pilot model includes the following:
  1. The model will be based on the System Agency approved local needs assessment, same day induction models, EMS follow-up models, and post-overdose reversal recovery support services follow-up models.
  2. The model will include the following basic components:
    - a. Working agreement with the Data 2000 Waiver certified practitioner;
    - b. Same-day induction on medications used to treat opioid use disorders;
    - c. EMS follow-up and support;
    - d. Recovery support services; and
    - e. Ensure access and delivery of Naloxone to opioid overdose survivors and any individual identified as being high risk for opioid overdose.
  3. The implementation plan will include the following basic components:

- a. Patient identification and selection criteria;
  - b. Induction processes and protocols;
  - c. Linkage to MAT processes and protocols;
  - d. EMS engagement and support processes and protocols;
  - e. Plans and processes to ensure access to overdose reversal medication;
  - f. Patient outcomes tracking system.
- G. Upon System Agency approval of the implementation plan, the contractor will begin the implementation phase of the project.
- H. Obtain documented working agreements with the Data 2000 Waiver certified practitioner, paramedic and certified recovery coach by April 30, 2018. The agreements, at a minimum shall incorporate the following responsibilities:
1. The DATA 2000 Waiver certified practitioner (physician, nurse practitioner, or physician assistant), will provide induction onto medications used to treat opioid use disorders for individuals identified as being at high risk for overdose. The practitioner will ensure the patients with an opioid use disorder at high risk for overdose are inducted into services before discharge from ED or EMS first response or when applicable, within 24 hours of identification;
  2. The trained paramedic will provide follow-up services to assess both physical and mental well-being for individuals identified as being at high risk for overdose for eight consecutive days or until engaged in MAT, then once a week thereafter;
  3. The certified recovery coach shall be available on an on call basis to provide follow-up recovery coaching services for individuals identified as being at high risk for overdose for eight consecutive days or until engaged in MAT and then once a week thereafter;
  4. The agreements shall include requirements regarding documenting all patient support activities and the documentation will be submitted to System Agency.
- I. Maintain routine multi-discipline community outreach with public and private organizations.
- J. Provide and document System Agency approved trainings to community partners on components of the pilot model. Per System Agency request, provide documentation supporting the training to include sign-in sheet, agendas, and other training materials.
- K. Provide the services and deliverables described in this Contract in the time and manner prescribed within the not-to-exceed amount of this Contract, as stated on Attachment B.
- L. Submit bill, and System Agency will pay Grantee, in accordance with Texas Government Code Chapter 771, Interagency Cooperation Act, and OMB Circular A-21 (2 CFR Part 220), up to the total amount of this Contract as stated on Attachment B.
- M. Maintain accounting records that adequately identify and support all costs incurred in the performance of this Contract.
- N. Reporting Requirements:  
Grantee will:
1. Submit documents identified in table below to the Substance Abuse mailbox at the [SubstanceAbuse.Contracts@dshs.state.tx.us](mailto:SubstanceAbuse.Contracts@dshs.state.tx.us) by the required due dates.

<b>Due Date</b>	<b>Report</b>
April 1, 2018	Item A - Attends System Agency approved trainings
April 15, 2018	Item C - Community Needs Assessment
April 30, 2018	Items E, F - Project Development and Implementation Plan
April 30, 2018	Item H - Documented working agreements with physician, paramedic, and certified recovery coach
15 <sup>th</sup> day of each month for the duration of project beginning May 15, 2018.	Item N, 2 - Patient Outcome Report (see Exhibit A)
October 15, 2018	Item N, 4- Summary Report (May 2018 – October 2018)
April 15, 2019	Item N, 5 - Final Summary Report (May 2018 – April 2019)
April 30, 2019	Item N, 6 - Final Summary Report Presentation to HHSC staff in Austin, Texas.
The last day of the month proceeding the month when cost are incurred	Item N, 7 - Invoice
The last day of the month following the end of the quarter. The final FSR is due 45 days after the end of the contract term	Item N, 8 - Financial Status Report (FSR)
September 15, 2018	Item N, 3 - Provide in-person summary presentation

2. Submit, on monthly basis, Patient Outcome Report, Patient Outcome Report (Exhibit A) will be submitted on document approved by the System Agency.
3. Provide in-person summary presentation at System Agency offices in location to be determined by System Agency.

4. Submit a Summary Report detailing prior submitted reports, patient outcomes, program design, sustainability plan, and implementation strategies to include patient induction rates and rates of linkage for MAT protocols, EMS support protocols, and recovery support protocols.
5. Submit a Final Summary Report that details all submitted reports, patient outcomes, program design, sustainability plan and implementation strategies including patient induction rates and rates of linkage for MAT protocols, EMS support protocols, and recovery support protocols.
6. Provide System Agency a presentation of the Final Summary Report in Austin, Texas.
7. Submit monthly invoice for cost incurred in preceding month.
8. Submit a Financial Status Report (FSR) for all expenses incurred in the performance of activities within this Contract. Grantee shall utilize the FSR Form #GC-4a (269a) located at: <https://www.dshs.texas.gov/grants/forms/shtm>
9. Collect, maintain, and make available upon request, documentation for all reports required in this section of Program Attachment as well as documentation of purchased supplies and services.
10. Submit reports in a format approved by System Agency.
11. If Due Date is on a weekend or holiday, the Due Date is the next business day.

**L. BILLING INSTRUCTIONS:**

Grantee will:

1. Submit all bills on its own invoice(s) and all supporting documentation to the System Agency contract management unit for Substance Abuse on a monthly basis. Invoice(s) along with supporting documentation and all reports must be sent to the following addresses:
  - a. E-mail: [SubstanceAbuse.Contracts@dshs.state.tx.us](mailto:SubstanceAbuse.Contracts@dshs.state.tx.us)
  - b. With a copy to: [Jesusita.Flores@HHSC.state.tx.us](mailto:Jesusita.Flores@HHSC.state.tx.us)
2. Ensure, at a minimum, Grantee's invoices will include the following:
  - a. Grantee letterhead
  - b. Name, address, and telephone number of Grantee;
  - c. System Agency Contract or Purchase Order Number;
  - d. Identification of service(s) provided;
  - e. Billing period for service;
  - f. Total invoice amount; and
  - a. Any additional supporting documentation, which is required by this Contract or as requested by System Agency.

Attachment A-1  
Statement of Work Supplemental

**A. CONTRACT INFORMATION**

Vendor ID:	37457457457
Contractor Name:	University of Texas Health Science Center of San Antonio
Contract Number: (CAPPS)	
Contract Type	Subrecipient
Payment Method:	Cost Reimbursement
DUNS Number:	800772162
Federal Award Identification Number (FAIN)	TI080272
Solicitation Document:	Governmental

**B. SERVICE AREA:**

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

Statewide

**POPULATION SERVED:**

Adults – Male and Female

**C. CONTACT INFORMATION**

<b>Name:</b>	Jason Jahnke
<b>Email:</b>	Jason.Jahnke@HHSC.state.tx.us
<b>Telephone:</b>	(512) 206-5343
<b>Address:</b>	909 W 45 <sup>th</sup> Street, Bldg 552 (MC 2058)
<b>City/Zip:</b>	Austin TX 78751

## Attachment B Budget Summary

- A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) fund the HHSC Substance Use Disorder project(s), which includes this contract.
- B. Table of Funding
1. Services provided will not exceed the amounts stated in each Fiscal Year column.
  2. Texas Targeted Opioid Response (TTOR) funding to be expended by:
    - a. FY2018, through April 30, 2018 - \$1,500,000.00
    - b. FY2018, May 1, 2018 through April 30, 2019 - \$375,000.00

Fund Title	FY2018 Through April 30, 2018	FY2018 May 1, 2018 - April 30, 2019	Totals
System Agency Share	\$1,500,000.00	\$375,000.00	\$1,875,000.00
Contractor Share (Match)	\$0.00	\$0.00	\$0.00
Total Contract Value:	\$1,500,000.00	\$375,000.00	\$1,875,000.00

- C. The Catalog of Domestic Federal Assistance (CDFA) funds, if any, are listed below as part of the System Agency Share. The System Agency Share may contain funds from the following:
1. Substance Abuse Prevention Treatment (SAPT) Grant, CDFFA 93.959
  2. Texas Targeted Opioid Response (TTOR), CDFFA 93.788
  3. State

PERSONNEL	\$170,889.00
FRINGE BENEFITS	\$46,665.00
TRAVEL	\$1,205.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,193,126.00
CONTRACTUAL	\$75,000.00
OTHER	\$1,200.00
TOTAL DIRECT CHARGES	\$1,488,095.00
INDIRECT CHARGES	\$386,905.00
TOTAL	\$1,875,000.00
SYSTEM AGENCY SHARE	\$1,875,000.00
MATCH	\$0.00

**Exhibit A**  
**TTOR Emergency Response Pilot**  
**Measures and Definitions reporting template**

1. Beginning May 2018, Grantee shall submit a monthly report by the 15<sup>th</sup> of the month, which documents the following measures:
  - a. Number of patients who received same day MAT induction only, (which may include buprenorphine or methadone as clinically determined by attending physician).
    - i. Definition of measure: total number of individuals who initiate medication assisted treatment within 24 hours of first response to overdose.
  
  - b. Number of patients who received same day MAT induction and EMS follow-up services.
    - i. Definition of measure: total number of individuals who initiate MAT services within 24 hours of EMS first response, along with follow-up services provided by trained paramedics. Follow up services shall be rendered for eight (8) consecutive days or until engaged in MAT and then once a week thereafter, following patient discharge from the local ED or EMS first response.
  
  - c. Number of patients who received same day MAT induction, EMS follow-up services, and recovery coach support.
    - i. Definition of measure: total number of individuals who initiate MAT services within 24 hours of EMS first response, who are also receiving follow-up services with trained paramedics; and, who are also receiving recovery coach engagement/support. Follow up services shall be rendered for eight (8) consecutive days or until engaged in MAT and then once a week thereafter, following patient discharge from the local ED or EMS first response.
  
  - d. Number of patients who received EMS follow up services alone.
    - i. Definition of measure: total number of individuals who receive paramedical follow up using face-to-face and technology-based engagement; providing support and linkage to MAT, before, during, and after initiation of emergency treatment episode. Follow up services shall be rendered for eight (8) consecutive days or until engaged in MAT and then once a week thereafter, following patient discharge from the local ED or EMS first response.
  
  - e. Number of patients who received recovery support alone.
    - i. Definition of measure: total number of individuals who receive recovery coach engagement and support prior to ED discharge, or first response within the community; including support and linkage to MAT. Follow up services shall be rendered for eight (8) consecutive days or until engaged in MAT and then once a week thereafter, following patient discharge

from the local ED or EMS first response.

- f. Number of patients who received recovery and EMS follow up and support services without same day MAT induction.
  - i. Definition of measure: total number of individuals who decline on-demand induction to MAT, but receive follow-up services with trained paramedics, and who also receive recovery coach engagement and ongoing support prior to ED discharge, or first response within the community. Follow up services shall be rendered for eight (8) consecutive days or until engaged in MAT and then once a week thereafter, following patient discharge from the local ED or EMS first response.
  
- g. Number of patients who received same day MAT induction onto buprenorphine or methadone, as clinically determined by physician, as follows:
  - i. Report the number of patients engaged in MAT after 30, 60, 90 days;
  
  - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
  
  - iii. Report the number of patients who reported a decrease in illicit opioid use;
  
  - iv. Report the number of patients who report improved employment or education status;
  
  - v. Report the number of patients who report improved quality of life;
  
  - vi. Report the number of patients reporting a subsequent overdose; and
  
  - vii. Report the number of patients who reported using naloxone to reverse an overdose.
  
- h. Number of patients who received same day MAT induction onto buprenorphine or methadone, as clinically determined by physician, and EMS follow-up, as follows:



- i. Report the number of patients engaged in MAT after 30, 60, 90 days;
  - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
  - iii. Report the number of patients who reported a decrease in illicit opioid use;
  - iv. Report the number of patients who report improved employment or education status;
  - v. Report the number of patients who report improved quality of life;
  - vi. Report the number of patients reporting a subsequent overdose; and
  - vii. Report the number of patients who reported using naloxone to reverse an overdose.
- 
- i. Number of patients who received same day MAT induction onto buprenorphine or methadone, as clinically determined by physician, EMS follow-up, and recovery coach support, as follows:
    - i. Report the number of patients engaged in MAT after 30, 60, 90 days;
    - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
    - iii. Report the number of patients who reported a decrease in illicit opioid use;
    - iv. Report the number of patients who report improved employment or education status;
    - v. Report the number of patients who report improved quality of life;
    - vi. Report the number of patients reporting a subsequent overdose; and

- vii. Report the number of patients who reported using naloxone to reverse an overdose.
  
- j. Number of patients who received recovery support alone, as follows:
  - i. Report the number of patients engaged in MAT after 30, 60, 90 days;
  
  - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
  
  - iii. Report the number of patients who reported a decrease in illicit opioid use;
  
  - iv. Report the number of patients who report improved employment or education status;
  
  - v. Report the number of patients who report improved quality of life;
  
  - vi. Report the number of patients reporting a subsequent overdose; and
  
  - vii. Report the number of patients who reported using naloxone to reverse an overdose.
  
- k. Number of patients who received EMS follow-up alone
  - i. Report the number of patients engaged in MAT after 30, 60, 90 days;
  
  - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
  
  - iii. Report the number of patients who reported a decrease in illicit opioid use;

- iv. Report the number of patients who report improved employment or education status;
  - v. Report the number of patients who report improved quality of life;
  - vi. Report the number of patients reporting a subsequent overdose; and
  - vii. Report the number of patients who reported using naloxone to reverse an overdose.
1. Number of patients who received recovery and EMS follow-up and support without same day induction, as follows:
- i. Report the number of patients engaged in MAT after 30, 60, 90 days;
  - ii. Report the number of patients engaged in recovery coaching after 30, 60, 90 days;
  - iii. Report the number of patients who reported a decrease in illicit opioid use;
  - iv. Report the number of patients who report improved employment or education status;
  - v. Report the number of patients who report improved quality of life;
  - vi. Report the number of patients reporting a subsequent overdose; and
  - vii. Report the number of patients who reported using naloxone to reverse an overdose.

HHSC Uniform Terms and Conditions  
Version 2.15 Published and Effective:  
September 1, 2017 Responsible Office:  
Chief Counsel



**TEXAS**  
**Health and Human Services**

**Health and Human Services Commission HHSC Uniform Terms and  
Conditions - Grant  
Version 2.15**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“Mentor Protégé” means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“[Parties](#)” means the System Agency and Grantee, collectively. “[Party](#)”

means either the System Agency or Grantee, individually.

“[Program](#)” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code. “[Statement of Work](#)” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation or "RFA"](#)” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“[Solicitation Response](#)” or “[Application](#)” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.2 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to



any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.1 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.2 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System

Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

**2.3 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

**2.4 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

**2.5 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**2.6 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

**2.7 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

**2.8 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § .25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.9 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.1 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.2 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.3 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.4 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.1 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.2 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

#### **4.3 Submission of Audit**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us)

### **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

#### **5.1 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

#### **5.2 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

#### **5.3 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.1 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.2 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.1 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

### **7.2 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

### **7.3 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

### **7.4 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

### **7.5 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

### **7.6 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

## **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

### **8.1 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;

- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

## **8.2 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

## **8.3 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

### **b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

## **8.4 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

# **ARTICLE IX MISCELLANEOUS PROVISIONS**

## **9.1 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

## **9.2 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required



under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

### **9.3 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

### **9.4 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

### **9.5 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.6 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

#### **9.7 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

#### **9.8 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.9 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

### **9.10 Severability**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

### **9.11 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

### **9.12 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **9.13 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

### **9.14 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

**9.15 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

**9.16 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

**9.17 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

**9.18 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

**9.19 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

**9.20 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

**9.21 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51 Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

**ATTACHMENT D  
SUPPLEMENTAL AND SPECIAL CONDITIONS**

**SUPPLEMENTAL CONDITIONS**

**The Uniform Terms and Conditions, Attachment C of this Contract, are revised as follows:**

Section 2.02, Final Billing Submission, is deleted in its entirety and replaced with the following:

**2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

Section 2.03, Financial Status Reports, is deleted in its entirety and replaced with the following:

**2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

Section 6.01, Ownership, is deleted in its entirety and replaced with the following:

**6.01 Ownership**

Other than intellectual property interests, System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

**Section 6.02, Intellectual Property, is deleted in its entirety and replaced with the following:**

**6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
- b. To the extent any Work results in the creation of Intellectual Property, all rights, title, and interest in and to such Intellectual Property shall vest in the Part that creates such Intellectual Property.
- c. Grantee agrees to grant to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all

Deliverables and any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license in any subcontracts under this Contract.

- d. The System Agency shall have the right to review and provide comment to any written report, publication or other literature including copyrightable Intellectual Property invented or created in the performance of this Contract, prior to the publication of such literature. Grantee agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least thirty (30) days prior to publication. Grantee agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission."

**Section 7.05, Confidentiality, is deleted in its entirety and replaced with the following:**

#### **7.05 Confidentiality**

Should the work under this Contract require the exchange of any confidential information, the parties agree to execute a separate nondisclosure or data use agreement to control the handling and protection of such information.

**Section 7.06, Public Information Act, is deleted in its entirety and replaced with the following:**

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

**Section 9.02, Insurance, is deleted in its entirety and replaced with the following:**

#### **9.02 Insurance**

As an agency of the State of Texas, Grantee agrees to maintain the highest levels of insurance as required by applicable law. Grantee is self-insured with respect to Worker's Compensation Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas, Grantee is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability).

**Section 9.04, Permitting and Licensure, is deleted in its entirety and replaced with the following:**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification

or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law.

**Section 9.05, Indemnity, is deleted in its entirety and replaced with the following:**

**9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (IF SO AWARDED BY A COURT OF COMPETENT JURISDICTION) ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

**SUBJECT TO THE STATUTORY DUTIES OF THE TEXAS ATTORNEY GENERAL, GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

**Section 9.14, Publicity, is deleted in its entirety and replaced with the following:**

**9.14 Publicity**

Except as provided in the paragraph below or required under applicable law, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract following the System Agency's prior review and comment. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.



**Section 9.16, No Waiver of Sovereign Immunity, is deleted in its entirety and replaced with the following:**

**9.16 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency or the Grantee.

**Section 9.20, Employment Verification, is deleted in its entirety and replaced with the following:**

**9.20 Employment Verification**

Grantee will confirm the eligibility of all new persons employed by Grantee on or after September 1, 2015, to perform duties within the State of Texas during the contract term. To the extent applicable law requires a higher standard of employment verification, Grantee will comply with the applicable law.

**SPECIAL CONDITIONS**

**ARTICLE VIII. SYSTEM AGENCY SPECIAL CONDITIONS**

**Section 8.01 Notice of Legal Matter or Litigation.**

Performing Agency shall notify the contract manager assigned to this Contract 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.

**Section 8.02 Notice of a Contract Action.**

Performing Agency shall notify their assigned contract manager assigned to the contract if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal System Agency or agency or nonprofit entity within five 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 System Agency or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

**Section 8.03 Notice of Criminal Activity and Disciplinary Actions.**

- a. Performing Agency shall immediately report in writing their contract manager when the Performing Agency has knowledge or reason to believe any that they 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 engaged in any activity that:
  1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
  2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
  3. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Performing Agency 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 System Agency.

**Section 8.04 Performing Agency's Notification of Change of Contact Person or Key Personnel.**

Within ten days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Performing Agency's Contact Person or Key Personnel.

**Section 8.08 Telemedicine/Telepsychiatry Medical Services.**

If Performing Agency or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Performing Agency's written procedures and using a protocol

approved by Performing Agency's medical director and uses equipment that complies with the System Agency equipment standards, if applicable. Performing Agency's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Performing Agency's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. 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;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. 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 8.09 Services and Information for Persons with Limited English Proficiency.**

- a. Performing Agency 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.
- b. Performing Agency 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.
- c. Performing Agency 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 8.10 Third Party Payors.**

Except as provided in this Contract, Performing Agency 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.

As applicable, the Performing Agency shall:

- a. Enroll as a provider in Children’s Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- g. Provide third party billing functions at no cost to the client.

**Section 8.11 HIV/AIDS Model Workplace Guidelines.**

Performing Agency 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.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Performing Agency's Policy No. 090.021.

Performing Agency 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 8.12 Medical Records Retention.**

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

**Section 8.13 Notice of a License Action.**

Performing Agency 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;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

**Section 8.14 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. System Agency /HHSC shall provide written notice of interim extension amendment to the Performing Agency 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.
  
- c. System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
  
- d. Performing Agency will provide and invoice for services in the same manner that is stated in the Contract.
  
- e. 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.
  
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHSC/System Agency.

**Section 8.15 Electronic and Information Resources Accessibility and Security Standards.**

a. **Applicability.**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Performing Agency performs services that include EIR that System Agency 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.**

For purposes of this Section:

**“Accessibility Standards”** means accessibility standards and specifications for a state 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.

**“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, 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, Performing Agency 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. System Agency may review, test, evaluate and monitor Performing Agency’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 Performing Agency’s assertion of compliance with the Accessibility Standards.
2. Performing Agency agrees to cooperate fully and provide 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. Performing Agency 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 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 System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
2. In the event Performing Agency becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Performing Agency represents and warrants that it will, in a timely manner and at no cost to 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.

3. Performing Agency acknowledges and agrees that these representations and warranties are essential inducements on which System Agency relies in awarding this Contract.
  4. Performing Agency'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 Performing Agency nor any other person has cause of action against 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 Performing Agency's representations and warranties, Performing Agency will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which System Agency may be entitled under this Contract and other applicable law.

**Section 8. Child Abuse Reporting Requirement.**

- a. Performing Agency shall 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 Performing Agency to report child abuse.
- b. Performing Agency shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Performing Agency/Providers and train all staff on reporting requirements.
- c. Performing Agency shall use the System Agency Child Abuse Reporting Form located at [www.dshs.state.tx.us/childabusereporting](http://www.dshs.state.tx.us/childabusereporting) as required by the System Agency. Performing Agency shall retain reporting documentation on site and make it available for inspection by the System Agency.