

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000124600016
UNDER THE
EMERGENCY MEDICAL SERVICES (EMS)/COUNTY (CO)-REGIONAL
ADVISORY COUNCIL (RAC) (EMS/CO-RAC)
GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“DSHS” or “System Agency”) and Lower Rio Grande Valley Regional Advisory Council (RAC) on Trauma Service Area (“Grantee”), each a “Party” and collectively the “Parties,” enter into the following grant contract (the “Contract”) to provide funding for the enhancement and delivery of patient care in the Grantee’s Trauma Service Area (TSA), and to perform activities for the purpose of developing, implementing, and monitoring a regional EMS and trauma system plan.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Private and Non-profit entities – Texas Health and Safety Code Chapters 12, 773, and 1001 and Texas Government Code Chapter 531, to the extent applicable. System Agency is authorized to contract directly with the Regional Advisory Councils (RACs) as defined in Texas Administrative Code 157.130-131.

III. DURATION

The Contract is effective on May 1, 2018, and terminates on August 31, 2019, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **TWO HUNDRED TWELVE THOUSAND TWO HUNDRED FORTY DOLLARS (\$212,240.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK.**

V. CONTRACT REPRESENTATIVES

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

System Agency

Department of State Health Services
P.O. Box 14937, MC1990
Austin, Texas 78714-9347
Attention: Norma Six
Norma.Six@DSHS.Texas.Gov

Grantee

Lower Rio Grande Valley RAC on Trauma Service Area
1409 N. Stuart Place Road, Suite D
Harlingen, Texas 78552
Attention: David Luna
David@TSAV.org


VI. LEGAL NOTICES

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

System Agency

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

Grantee

Lower Rio Grande Valley RAC on Trauma Service Area
1409 N. Stuart Place Road, Suite D
Harlingen, Texas 78552
Attention: Frank Torres


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

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000124600016

DEPARTMENT OF STATE HEALTH SERVICES

**LOWER RIO GRANDE VALLEY RAC ON
TRAUMA SERVICE**

DocuSigned by:
Jonathan R. Huss
814B78986A1F447...

Jonathan R. Huss

Associate Commissioner

Date of execution: April 25, 2018

DocuSigned by:
Frank Torres
5F67E148AD7046C...

Name: Frank Torres

Title: RAC Chair

Date of execution: April 25, 2018

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000124600016 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - EMS TRAUMA CARE SYSTEM ACCOUNT FY 2018
ELIGIBLE EMS PROVIDERS – LOWER RIO GRANDE
VALLEY RAC ON TRAUMA SERVICE AREA**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - GENERAL AFFIRMATIONS**
- ATTACHMENT E - SUPPLEMENTAL & SPECIAL CONDITIONS**

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. Emergency Medical Services (EMS)/COUNTY

Grantee will:

1. Distribute funds to eligible Emergency Medical Services (EMS) providers in Grantee's trauma service area (TSA) counties to ensure coordination within the appropriate TSA (see Attachment B);
2. Submit for approval a Distribution Plan on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>. Once approved, the Distribution Plan shall be incorporated as part of this Contract. Changes to the approved distribution plan must be submitted to the Department of State Health Services (DSHS) for re-approval prior to the distribution of funds;
3. Distribute funds as described in the DSHS-approved distribution plan;
4. Ensure Contract funds are used only by eligible EMS providers for the following expenses:
 - a. EMS Supplies;
 - b. EMS operational expenses (to **exclude** overhead costs, which include rent, utilities, insurance, salaries/wages, leased office equipment [e.g., copier/printer, etc.], and all expenses related to the running of the organization);
 - c. EMS education and training;
 - d. EMS equipment;
 - e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS);
 - f. EMS communication systems; and
 - g. Funds may be used for the cost of meals during overnight travel only if EMS personnel are attending meetings and/or conferences that relate to this EMS/COUNTY Grant Program and technical information is being disseminated. Sub-grantee(s) must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel regulations are applied;
5. Ensure Contract funds are not used for the following:
 - a. Administrative costs, such as:
 - i. Administrative salaries/wages;
 - ii. Rent;
 - iii. Utilities;
 - iv. Insurance; and
 - v. Marketing Costs;
 - b. Salary/wages for any Emergency Medical Technician (EMT), paramedic or equivalent;
 - c. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - d. Land;
 - e. Food (besides specified under A(4)(g));
 - f. Investments (such as stocks, bonds, or mutual funds); and

ATTACHMENT A STATEMENT OF WORK

- g. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
- 6. If necessary, utilize EMS/Regional Advisory Council (RAC) funds to administer EMS/COUNTY deliverables;
- 7. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Summary Report that lists all EMS Providers receiving funds, the county in which each provider is located, the distribution amount (as reported on the approved Distribution Plan), and a breakdown of the actual expenditures, etc., during the period from May 1, 2018, to August 31, 2019;
- 8. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Expenditure Report for each EMS provider receiving funds, the distribution amount, the county in which the provider is located, and a breakdown of the actual expenditures for each EMS Provider, etc. The report shall be accompanied by source documents as identified in Section III of the template;
- 9. Review DSHS' Grant Technical Assistance Guide (GTAG) located online at: <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information>. Grantee will maintain as part of its accounting records and submit to DSHS the following source documents to support expenditures identified in the EMS/Provider Expenditure Report; the source documents should be attached to the corresponding EMS/Provider Expenditure Report:
 - a. A detailed general ledger specific to this EMS/CO-RAC Grant Program that identifies and reconciles to costs reported in the EMS/Provider Summary Report and EMS/Provider Expenditure Reports;
 - b. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the Sub-Grantee Travel Policy to support travel costs charged to the Contract;
 - c. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
 - d. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
 - e. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subcontractors; and
 - f. Records to support the amount of program income earned from funds directly associated with this program;
- 10. Respond to the DSHS Program's email request to provide a list of EMS providers that met the RAC's participation requirements, participated in performance improvement (PI) activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport;
- 11. Comply with the reporting requirements in the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term and is incorporated herein by reference and made a part

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of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and

12. Submit all above required reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov .

B. EMS/RAC

Grantee will:

1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the RAC's own TSA or among a group of TSAs throughout Texas;
2. Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Contract. Standards and guidelines referenced are those in effect on the beginning date of this Contract and include:
 - a. Texas Health and Safety Code §§780.003-6;
 - b. Texas Health and Safety Code Chapter 773;
 - c. Title 25 Texas Administrative Code §§ 157.123, 157.130 and 157.131;
 - d. Texas Health and Safety Code §241.182-185;
 - e. Title 25 Texas Administrative Code Chapter 133, Subchapter J; and
 - f. Title 25 Texas Administrative Code Chapter 133, Subchapter K;
3. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director, and Executive Board members within five (5) business days of any change to the roster;
4. Serve as a point of contact for disseminating communications from DSHS to all RAC members;
5. Assist DSHS, as requested, in identifying critical evacuation issues for Texas hospitals and EMS providers;
6. Participate in state and regional post-incident review activities as requested;
7. Ensure the RAC Chair, or a RAC Executive Board member, and the person completing the RAC's expenditure reports submitted to DSHS attend any scheduled meetings with DSHS Program and Contract Management Section (CMS) staff regarding the review of regional system development activities. DSHS may require the Grantee to travel to Austin, Texas, to attend the meeting;
8. Support the Perinatal Care Region (PCR) within the RAC/TSA for descriptive and regional planning purposes and not to restrict patient referral:
 - a. Administratively support PCR;
 - b. Ensure the PCR members have fair and equitable representation on the Board of the RAC;
 - c. The PCR will consider and facilitate transfer agreements through regional coordination; and
 - d. Annually review the written plan to identify all resources available within the PCR for perinatal care including resources for emergency and disaster preparedness;
9. Ensure Grantee's RAC Chair, Executive Board member, or Executive Director attend all Office of EMS/Trauma Systems Coordination RAC Chair meetings as directed by DSHS. The RAC Chair or Executive Board member is required to

ATTACHMENT A STATEMENT OF WORK

attend two mandatory meetings, scheduled in February and August;

10. Ensure the following requirements are in Grantee's RAC bylaws:
 - a. An election process, roles and responsibilities, terms of offices, and process for succession and removal of RAC Executive Board members and RAC officers;
 - b. A clearly defined process where the Executive Director (ED) of the RAC or equivalent position that is employed by the RAC and the RAC Board are involved in the approval of the RAC spending plan and expenditures by the RAC general membership;
 - c. DSHS meeting attendance requirements for the RAC Chair and/or an Executive Board member to attend the *mandatory* RAC Chair meetings in February and August. The bylaws must also specifically include verbiage for the removal of the RAC Chair and/or Executive Board member from office for failure to attend the mandatory meetings without prior written DSHS approval;
 - d. A defined process that discloses and addresses all possible conflicts of interest for the RAC Executive Board members, RAC officers, and RAC staff;
 - e. Clearly defined participation requirements for designated hospitals and EMS providers that ensure collectively ongoing regional review of resources, processes, DSHS EMS/Trauma Registry-derived (at minimum) outcome data, and system Performance Improvement meetings;
 - f. A requirement to have job descriptions for each staff person, whether contracted or employed by the RAC;
 - g. An annual evaluation requirement of staff using pre-determined performance standards related to the responsibilities in the respective job descriptions;
 - h. The establishment and maintenance of a website for public access to include current information, but not be limited to:
 - i. RAC physical address;
 - ii. RAC hours of operation;
 - iii. Executive Board Officers, RAC officers, and staff contact information;
 - iv. RAC meetings (general and special);
 - v. Educational opportunities; and
 - vi. Regional system development activities;
11. Submit a "Board Members & Officers Responsibilities Attestation Form" annually. The form provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, should be signed by all members and acknowledges their personal accountability for Contract funds and affirms that they viewed the DSHS "What Every Non-Profit Board Member Needs To Know" training prior to signing the form. The dates of the signatures must be within the Contract term. Members added after the signed Attestation Form is submitted must complete the on-line training, and submit a completed attestation form within 60 calendar days of assuming office;

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12. Respond to all surveys requested by DSHS in the specified timeframe and if applicable, in the template provided;
13. Submit a categorical budget of anticipated expenditures to DSHS on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>. This budget will also be accompanied by a Narrative, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, outlining the Grantee's goals during the Contract term to enhance and improve delivery of EMS and trauma patient care in the TSA region served by Grantee;
14. Initiate the purchase of all equipment approved in writing by DSHS on or before **July 1, 2019** of the applicable Contract term. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. *Exception: Section C: EMS/Local Project Grant (LPG): All funds must be expended on or before August 31, 2018. Funds expended after August 31, 2018, will be disallowed;*
15. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices); non-portable printers and copiers; emergency management equipment; communication devices and systems; medical and laboratory equipment; and media equipment. Controlled Assets are considered Supplies;
16. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year;
17. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee;
18. Ensure initial lump sum funds distributed approximately 30 days after execution of the Contract are used for the following categories:
 - a. EMS Supplies;
 - b. Operational expenses (to include overhead costs for the operation of the RAC);
 - c. Education and training;
 - d. Equipment; and
 - e. Communication systems;
19. Ensure initial lump sum funds distributed approximately 30 days after execution of the Contract are not used for the following:
 - a. Vehicles;
 - b. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - c. Land;

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- d. Investments (such as stocks, bonds, or mutual funds);
 - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
 - f. To fund the salaries of Grantee's Executive Board members or executive officers, as applicable; and
 - g. Food (the cost of meals for RAC staff or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable. The cost of meals for same-day travel is not reimbursable;
- 20.** Adhere to the following Programmatic allowable costs for funds distributed September 1, 2018, to August 31, 2019. The funds will be distributed in four equal lump sum payments:
- a. The following eligible expenses are considered programmatic costs. These include but are not limited to:
 - i. Supplies/equipment and costs of personnel for EMS and injury prevention and/or education programs;
 - ii. Costs of personnel, supplies and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
 - iii. Updating and sharing with the RAC General Membership the regional EMS/Trauma System Plan;
 - iv. Education of the public or trauma care providers about the regional EMS/Trauma System Plan;
 - v. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
 - vi. System PI meetings, newsletters, regional registry, regional communication systems; and
 - vii. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems. The cost of meals for same-day travel is not reimbursable;
- 21.** Comply with the following funding restrictions for funds distributed September 1, 2018, to August 31, 2019:
- a. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval;
 - b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract; however, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS;
- 22.** Comply with the following non-allowable costs for funds distributed September 1, 2018, to August 31, 2019:
- a. Food (the cost of meals for RAC staff or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the

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- Contract where there is dissemination of technical information is allowable. The cost of meals for same-day travel is not reimbursable);
- b. Land;
 - c. Investments (stocks, bonds, mutual funds, etc.); and
 - d. No more than 20% of the EMS/RAC allocated amount may be utilized for administrative costs. Administrative costs are defined as those costs related to the business of the RAC. These include, but may not be limited to:
 - i. Personnel, rent, utilities, office expense (postage, copying, phone), leased office equipment and supplies, mailboxes;
 - ii. Travel to and from required statewide meetings including lodging for the Executive Director (or equivalent) and RAC Executive Board member. The cost of meals for same-day travel is not reimbursable;
 - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
 - iv. Professional services (accountant, attorney, auditor);
 - v. Internet access, furniture, and travel for above-mentioned costs; and
 - vi. Costs associated with the administration of the EMS/COUNTY program are allowable expenses under this Contract;
- 23.** Submit Supporting Documentation reports which capture monthly expenditures (i.e. Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs, and program income earned from funds directly associated with this program (i.e. rebates, refunds, and registration fees received from individuals attending RAC-sponsored conferences, etc.). If supporting documentation is incomplete, it may result in a delay in associated payment;
- 24.** Provide quarterly financial reports, in a narrative format, to the general membership and submit a copy to DSHS regarding expenditures and/or planned expenditures as well as balances of funding provided through this program. Report due dates are as listed on the current Deliverables Reporting Calendar and should cover the periods as follows:
- a. 1st Quarter: Period covered is May 1, 2018, through August 31, 2018;
 - b. 2nd Quarter: Period covered is September 1, 2018, through December 31, 2018;
 - c. 3rd Quarter: Period covered is January 1, 2019, through April 30, 2019;
 - d. 4th Quarter: Period covered is May 1, 2019, through August 31, 2019.
- 25.** Submit Final Expenditures and Reports to DSHS. The final reports shall consist of the following:
- a. An Annual Report, in the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, of the Grantee's activities to include:
 - i. The use of the most recently completed year regional injury mortality and morbidity data, from the DSHS EMS/Trauma Registry used in developing the annual needs assessment, as well as a copy of the current Regional Trauma System Plan;

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- ii. Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan;
 - iii. Results of the annual needs assessment; and
 - iv. Evidence of ongoing system PI;
 - b. An Annual Participation Report which includes a list of participation on regional local committees for development/maturation of the regional system for the following:
 - i. Designated hospitals and hospitals seeking designation;
 - ii. EMS Providers;
 - iii. Recognized First Responder Organizations; and
 - iv. Any other stakeholders;
 - c. A Final Supporting Documentation Report that includes May 1, 2018, to August 31, 2019, expenditures; and
 - d. A Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;
- 26. Review DSHS' Grant Technical Assistance Guide (GTAG) located online at: <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information>. Grantee will maintain as part of its accounting records and prepare to submit to DSHS within 14 days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
 - a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
 - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
 - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
 - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
 - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act (FICA) and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
 - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
 - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
 - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
 - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subcontractors; and

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- j. Records to support the amount of program income earned from funds directly associated with this program;
- 27. Comply with the reporting requirements in the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term and is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and
- 28. Submit all above reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov .

C. EMS/LOCAL PROJECT GRANT (LPG)

Grantee will:

- 1. Be allowed to choose to complete any of the following projects within the first four months of the Contract term (May 1, 2018, through August 31, 2018). Projects must be submitted to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov for approval prior to expending funds.
 - a. Promote and conduct Bleeding Control (BCon) courses for stakeholders and public members of the community;
 - b. Complete injury prevention projects based on current data derived from the trauma registry;
 - c. Provide continuing education programs as described below:
 - i. Certification training;
 - ii. Specialty training related to pre-hospital health care management; and
 - iii. Other education programs related to EMS/Trauma Systems;
 - d. Purchase allowable equipment and/or controlled assets as described below:
 - i. Communication;
 - ii. Patient care; and
 - iii. Other equipment as related to EMS/Trauma Systems; and/or
 - e. Additional programs or projects that serve to support and improve the development of the Texas Emergency Health Care System and increase the availability and quality of emergency pre-hospital health care with DSHS approval;
- 2. Ensure that each eligible recipient of the funds is:
 - a. A legal entity organized under Texas statutes and maintains good standing with DSHS and other state and federal programs such as:
 - i. DSHS-licensed EMS providers;
 - ii. DSHS-licensed First Responder Organizations;
 - iii. Regional Advisory Councils;
 - iv. DSHS-approved EMS education organizations; and
 - v. Pre-hospital injury prevention organizations;
 - b. RAC participation will not be a determining factor for distribution of additional funds;
- 3. Not use Contract funds for the following:

ATTACHMENT A STATEMENT OF WORK

- a. Projects to attain medical equipment for distribution to organizations that are not DSHS-licensed providers or not licensed First Responder Organizations;
- b. Disposable supplies/equipment (handouts, books, copies, gloves, prescription drugs, etc.);
- c. Administrative costs;
- d. Salaries;
- e. Fringe benefits;
- f. Capital projects;
- g. Travel;
- h. Food;
- i. Indirect costs;
- j. Day-to-day operating expenses (fuel, insurance, loan payments, etc.); and
- k. Stocks, bonds, or land purchases.

II. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.
- B. Grantee will submit additional reports, as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee will inform DSHS, in writing, within 30 days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving notice from Grantee.

III. FUNDING INFORMATION

- A. Grantee must establish and maintain a separate cost center to capture costs incurred for carrying out the activities of each allocation within this Contract as provided below.
- B. Grantee's allocations are as follows:
 1. **EMS/CO**
 - a. \$85,333.00 (Initial lump sum payment)
 - b. Funds availability term: May 1, 2018, through August 31, 2019
 2. **EMS/RAC**
 - a. \$46,047.00 (Initial lump sum payment)
 - a. Funds availability term: May 1, 2018, through August 31, 2019
 - b. \$70,408.00 (Four lump sum payments)
 - a. Funds availability term: September 1, 2018, through August 31, 2019
 3. **EMS/LPG**
 - a. \$10,452.00 (Initial lump sum payment)
 - b. Funds availability term: May 1, 2018, through August 31, 2018

IV. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

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Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.texas.gov

Grantee must also copy the CMSInvoices@dshs.texas.gov and CMUReg.svcs@dshs.texas.gov mailboxes when submitting the B-13 voucher and required supporting documentation for EMS/RAC reimbursement requests.

B. DSHS will pay Grantee on a lump sum basis as described below:

1. EMS/CO funds:

- a. Grantee will be paid an initial lump sum payment of \$85,333.00 approximately 30 days after execution of the Contract.

2. EMS/RAC funds:

- a. Grantee will be paid an initial lump sum payment of \$46,047.00 approximately 30 days after execution of the Contract.
- b. Grantee will be paid four additional lump sum payments of \$17,602.00 based on the following schedule:
 - i. A lump sum payment approximately 30 days after receipt and approval of the B-13 voucher and Supporting Documentation due on September 1, 2018. Supporting documentation report should include May 1, 2018, to July 31, 2018, expenditures;
 - ii. A lump sum payment approximately 30 days after receipt and approval of the B-13 voucher and Supporting Documentation due on November 30, 2018. Supporting documentation report should include August 1, 2018, to October 31, 2018, expenditures;
 - iii. A lump sum payment approximately 30 days after receipt and approval of the B-13 voucher and Supporting Documentation due on February 28, 2019. Supporting documentation report should include November 1, 2018, to January 31, 2019, expenditures; and
 - iv. A lump sum payment approximately 30 days after receipt and approval of the B-13 voucher and Supporting Documentation due on May 31, 2019. Supporting documentation report should include February 1, 2019, to April 30, 2019, expenditures.

3. EMS/LPG funds:

- a. Grantee will be paid a lump sum payment of \$10,452.00 approximately 30 days after the execution of the Contract.

C. Grantee will return all funds not expended to DSHS no later than 30 days after the end of the Contract term. Contact your Contract Manager for instructions.

ATTACHMENT A STATEMENT OF WORK

- D.** Grantee will not be reimbursed more than the total Contract amount without the processing of a written amendment executed by both Parties.
- E.** DSHS will distribute funds to maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Grantee's billing activity on a quarterly basis. If utilization is above or below the Grantee's projected total Contract amount, as provided in the Signature Document to this Contract, Grantee's Allocated amount may be subject to an increase or decrease for the remainder of the Contract period. Grantee may be subject to Contract amount increases during the Contract period if Grantee's billing activity exceeds projections and funds are available. Grantee may be subject to Contract amount decreases if Grantee's billing activity is less than projected.
- F.** DSHS may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State of Texas and DSHS to do so. If Grantee exceeds the total amount of the Contract, Grantee will continue to submit itemized invoices to DSHS for the services provided. DSHS may pay for these additional services if funds become available later.
- G.** If DSHS determines that the Grantee disbursed funds in violation of Health and Safety Code Sections 241.182-185, 773.122 or 780.003-006, then DSHS will not distribute funds to the Grantee for a period of at least one year but not more than three years.

ATTACHMENT B
EMS Trauma Care System Account
FY 2018 Eligible EMS Providers

Lower Rio Grande Valley RAC on Trauma Service Area

Cameron **\$24,060**

Brownsville Fire EMS Department

City of Port Isabel EMS

City of South Padre Island FD

Los Fresnos EMS, City of

South Texas Emergency Care
Foundation

Hidalgo **\$39,864**

Ambulance Transportation Services

City of Weslaco Fire Department EMS

Hidalgo County Emerg. Svc. Foundation
dba South Texas Airmed

Med-Care EMS, Inc.

Medical & Trauma Specialists

ATTACHMENT B
EMS Trauma Care System Account
FY 2018 Eligible EMS Providers

Starr **\$14,472**

Starr County Memorial Hosp EMS

Trans-Starr EMS LLC

Willacy **\$6,937**

Willacy County EMS

Total Dollar Amount: \$85,333

ATTACHMENT C

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

1.01 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.

1.02 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

2.01 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.

2.02 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.

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.

2.04 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.

2.05 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.

2.06 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.

2.07 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.

2.08 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.

2.09 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

3.01 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.

3.02 No debt Against the State

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

3.03 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.

3.04 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

4.01 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 Procedures, 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.

4.02 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 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.

4.03 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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 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.

5.02 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.

5.03 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

6.01 Ownership

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

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. 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

7.01 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.

7.02 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.

7.03 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.

7.04 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.

7.05 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.

7.06 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

8.01 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.

8.02 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.

8.03 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.

8.04 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

9.01 Amendment

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

9.02 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.

9.03 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.

9.04 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.

9.05 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 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.

9.06 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.

9.07 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.

9.08 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.

9.09 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://hhs.cx.hhs.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. 51st 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 GENERAL AFFIRMATIONS

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

1. Grantee represents and warrants that these General Affirmations apply to Grantee and all of Grantee'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. Grantee 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. Grantee 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), Grantee 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), Grantee 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), Grantee 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), Grantee 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. Grantee 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 Grantee Subcontracts if payment in whole or in part is from federal funds.
9. Grantee 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.

ATTACHMENT D GENERAL AFFIRMATIONS

10. Grantee 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 Grantee may review in making this certification. Grantee acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Grantee'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), Grantee 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. Grantee 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. Grantee represents and warrants that payments to Grantee and Grantee'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. Grantee 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), Grantee 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. Grantee 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 Grantee may not accept employment from Grantee before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
17. Grantee 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

ATTACHMENT D
GENERAL AFFIRMATIONS

- Office. Grantee 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. Grantee 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. Grantee 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. Grantee 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 Grantee 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 Grantee'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 Grantee is unable to make the preceding representation and warranty, then Grantee 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 Grantee'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, Grantee 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, Grantee affirms that it: (a) does not boycott Israel; and (b) will not boycott Israel during the term of this Contract.
 21. Grantee affirms that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization.
 22. Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee 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. Grantee 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, statues, codes, and other laws that pertain to this Contract.
 24. Grantee represents and warrants that the individual signing this Contract is authorized to sign on behalf of Grantee and to bind Grantee.

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ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

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

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

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

SECTION 1.05 NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

SECTION 1.07 DISASTER SERVICES

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

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

SECTION 1.08 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

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

SECTION 1.09 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

- 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 1.10 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

SECTION 1.11 THIRD PARTY PAYORS

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

As applicable, the Grantee 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;

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

- 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 1.12 HIV/AIDS MODEL WORKPLACE GUIDELINES

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

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

SECTION 1.13 MEDICAL RECORDS RETENTION

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

SECTION 1.14 NOTICE OF A LICENSE ACTION

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

- a. Reason for such action;
- 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 1.15 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - 1. Continue provision of services in response to a disaster declared by the governor; or
 - 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

- d. Grantee 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 the System Agency.

SECTION 1.16 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

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

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

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

b. Definitions:

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

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of 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.

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

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

d. Representations and Warranties

1. Grantee represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are

ATTACHMENT E SUPPLEMENTAL AND SPECIAL CONDITIONS

essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

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