

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT No.HHS000128700003  
UNDER THE TEXAS' TARGETED OPIOID RESPONSE GRANT  
RECOVERY SUPPORT SERVICES TREATMENT ORGANIZATION PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency"), a pass-through entity, and **North Texas Addiction Counseling & Education, Inc.**("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract, funded from the Texas' Targeted Opioid Response (TTOR) grant, to provide Recovery Support Services for Treatment Organizations (RSS-TO), the "Contract".

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code, Chapter 12, and 1001; and Texas Government Code Chapters 531, Subchapter D.

**III. DURATION**

The Contract is effective on June 1, 2018 and terminates on April 30, 2019, unless renewed, extended, 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 FIFTY THOUSAND (\$250,000.00) DOLLARS**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

**V. REPORTING REQUIREMENTS**

Grantee shall submit all documents identified below, in accordance with **ATTACHMENT A, STATEMENT OF WORK**:

1. Monthly Performance Measures;
2. Monthly Recovery Support Services TTOR Monthly Activity Report;
3. Fiscal Year 2018-2019 Recovery Support Services Categorical Budgets;
4. Security Attestation Form and List of Authorized Users;
5. Quarterly Financial Status Reports.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this

Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission  
P.O. Box 149347  
Austin, TX 78714  
Attention: Jennifer Molenaar, Contract Manager

**Grantee**

North Texas Addiction Counseling & Education, Inc.  
124 W. Pioneer Pkwy, Ste 120  
Arlington, TX 76010  
Attention: Lessa Nelson

**VII. LEGAL NOTICES**

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

**System Agency**

Health and Human Services Commission  
1100 W. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756  
Attention: General Counsel

**Grantee**

North Texas Addiction Counseling & Education, Inc.  
124 W. Pioneer Pkwy, Ste 120  
Arlington, TX 76010  
Attention: Lessa Nelson

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.

**VIII. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN):	TI080272
Federal Award Date:	May 1, 2017
Name of Federal Awarding Agency:	Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)
CFDA Name and Number:	93.788
Awarding Official Contact Information:	Odessa Crocker, Grants Management Officer through Anna de Jong, Program Official, Contact Number: (240) 276-1866, Email: Anna.deJong@samhsa.hhs.gov

## **IX. DISPUTE RESOLUTION**

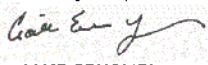
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute 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.

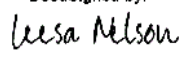
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000128700003**

**HEALTH AND HUMAN SERVICES COMMISSION**

**NORTH TEXAS ADDICTION COUNSELING & EDUCATION, INC.**

DocuSigned by:  
  
C80071B7895C4E9...  
Cecile Young

DocuSigned by:  
  
7E1FFB0926184EA...  
Name: Leesa Nelson  
Title: Executive Director

Acting Executive Commissioner

Name: Leesa Nelson  
Title: Executive Director

Date of execution: August 22, 2018

Date of execution: August 22, 2018

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000128700003 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A STATEMENT OF WORK**
- ATTACHMENT A-1 STATEMENT OF WORK SUPPLEMENTAL**
- ATTACHMENT B BUDGET**
- ATTACHMENT C GENERAL AFFIRMATIONS**
- ATTACHMENT D UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT E SPECIAL CONDITIONS**
- ATTACHMENT F FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G DATA USE AGREEMENT**
- ATTACHMENT H FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**
- ATTACHMENT I SYSTEM AGENCY SOLICITATION NO. 529-18-0016**
- ATTACHMENT J GRANTEE'S PROPOSAL FOR SOLICITATION NO. 529-18-0016**
- ATTACHMENT K NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

**ATTACHMENTS FOLLOW**

**ATTACHMENT A**  
**STATEMENT OF WORK**

**I. PURPOSE**

To increase the prevalence and quality of long-term recovery from substance use disorders (e.g. opioid use); by enhancing quality of life, and increased social connections through sustained engagement in long-term recovery support services.

**GOAL**

1. Align treatment services with a recovery-oriented approach.
2. Develop a recovery-oriented treatment workforce that can successfully integrate recovery support services and support individuals' efforts to initiate and sustain their recovery.
3. Expand the availability and quality of recovery-oriented supports and services in treatment settings.
4. Establish effective linkages between treatment, peer-run recovery community organizations, and other community-based organizations.

**TARGET POPULATION**

Individuals with opioid use/misuse, who are entering into, engaging in, or addressing follow-up from Medication-Assisted Therapy (MAT), along with their family members, significant others, and supportive allies.

**II. GRANTEE RESPONSIBILITIES**

**A. SERVICE REQUIREMENTS**

Grantee will:

1. Provide substance abuse recovery support services under this Contract.
2. Ensure administrative staff (Executive Director and/or Program Director) and up to at least two direct-paid staff (consisting of at least one Recovery Coach) attend the programmatic trainings held in Austin, Texas.
  - a. Grantee will include travel, per diem, and lodging expenses including registration fee in Grantee's categorical budget.
  - b. Grantee will be required to attend one face-to-face recovery support services training. Training dates, times and location will be determined by the System Agency. Required attendance at trainings will be completed by August 31, 2018.
3. Ensure that at least two direct-paid staff attend the Behavioral Health Institute (BHI) to receive face-to-face training.
  - a. Grantee will include travel, per diem, and lodging expenses including registration fee included in Grantee's categorical budget.

- b. Required attendance to BHI will be completed by August 31, 2018.
4. Ensure that appropriate staff participate in the System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.
5. Ensure that Recovery Coaches have completed the required System Agency-approved 46-hour Recovery Coach Training. Grantee or individual seeking Recovery Coach Training will be responsible for all costs incurred in obtaining the 46-hour training.
6. Ensure that Recovery Coaches working with the opioid population receive the Medication-Assisted Recovery Support (MARS) Training and the Medication-Assisted Advocacy Training.
7. Ensure that Recovery Coaches have access to the Applied Suicide Intervention Skills Training (ASIST).
8. Work with System Agency staff to transform their organization from a traditional treatment setting to a recovery-oriented setting. Grantee's treatment staff will attend all relevant webinars, conference calls, and trainings as requested by System Agency.
9. Work collaboratively with the Local Mental Health Authority (LMHA) and/or Local Behavioral Health Authority (LBHA) and other community providers to increase job placements for participants.
10. Work with System Agency staff to increase collaboration between Grantee's treatment staff and recovery coaches to improve participant outcomes.

## **B. ADMINISTRATIVE REQUIREMENTS**

Grantee will:

1. Comply with all applicable rules adopted by the System Agency related to substance abuse services and published in Title 25 of the Texas Administrative Code (TAC), including the following Chapters:
  - a. Chapter 441 - General Provisions; and
  - b. Chapter 442 - Investigations and Hearings
2. Develop a mission statement to include recovery principles and values that will promote sustained recovery and wellness.
3. Adhere to the transformation guidelines provided by System Agency and System Agency-funded evaluation contractor on the transformation and integration of services into a recovery-oriented approach.
4. Ensure the following recovery-oriented values and principles are reflected in their organization's service delivery:
  - a. Choice and Self Determination:
    - i. Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
    - ii. Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.

- iii. Acknowledge an individual’s choice for their own pathway to recovery.
- iv. Ensure that participants have a choice in selecting their recovery coach.
- b. Community Integration:
  - i. Implement an assessment process for participants that explores multiple life domains and assesses their strengths, challenges, and goals, and not just their substance use history.
  - ii. Provide participants the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery.
  - iii. Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their personal goals and rebuilding their lives within their community.
  - iv. Align organizational policies to ensure that recovery coaches have access to transportation, funds, flexible work schedules, cell phones, and other required resources to work with participants outside of the organizational setting and in their local communities.
  - v. Ensure that each participant has a recovery plan that outlines both their personal goals and next steps for rebuilding their life in the community and sustaining their recovery.
  - vi. Ensure that recovery coaches meet with participants in various community settings to decrease their dependency on the Grantee and increase their connection to local community supports.
- c. Peer Culture:
  - i. Offer an array of recovery support services that involve direct-assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following approaches:
    - (1) Hiring Recovery Coaches;
    - (2) Mobilizing peer volunteers;
    - (3) Facilitating Focus Groups;
    - (4) Participation in Story Telling Opportunities;
    - (5) Providing peer support groups; and
    - (6) Other peer-run activities required by System Agency.
  - ii. Ensure volunteers do not maintain an RSS caseload but rather supplement and support efforts of recovery coaches.
  - iii. Form a Peer Advisory Council (PAC) comprised primarily of individuals receiving services. Grantee will ensure the PAC is empowered to provide recommendations to leadership around program design, program evaluation, enhanced service delivery and organization’s overall recovery-orientation.
- d. Family Inclusion:
  - i. Ensure that participants have the right to define their “families” broadly to include biological relatives, significant others, and other supportive allies.

- ii. Ensure that participant receives recovery support services and will ensure family members and supportive allies are invited to participate in recovery planning activities and offered education and support.
  - e. Continuity of Care:
    - i. Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.
    - ii. Ensure that continuing support plans are developed early in the treatment episode and that recovery coaches are an integrated part of the development, initiation and follow-through process.
    - iii. Ensure that Recovery Coaches make every effort to stay connected to participants for a minimum of 12 months by utilizing a combination of strategies including telephone, assertive outreach, and face-to-face meetings.
    - iv. Individualize the intensity of support that participants need over time (preferably 3 times per week within the first 30-90 days).
    - v. Implement recovery-oriented practices such as motivational interviewing.
    - vi. Will not terminate services with participants when they experience a lapse in recovery, but continue to engage them, identify challenges to maintain recovery, and readjust their recovery plan.
  - f. Partnership-Counselor Relationships:
    - i. Ensure participants direct their own recovery through collaborative relationships and develop an action-based recovery plan.
    - ii. Ensure that recovery coaches are integrated into the clinical service delivery team and there are collaborative team meetings with participants receiving recovery support services to ensure that services are coordinated.
    - iii. Ensure that counselors and recovery coaches share treatment and recovery plans with one another and collaborate together on next steps for the participants being served.
  - g. Culturally and Linguistically Competent:
    - i. Provide services in a culturally, linguistically, and developmentally appropriate manner for participants, family members, and supportive allies.
    - ii. Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.
  - h. Promote Recovery Coach Self-Care
    - i. Recovery Self-Care will be supported through supervision, staff recognition, recovery cafés, (group check-ins), and other activities approved by System-Agency.
    - ii. Implement a process to support a recovery coach who struggles or relapses in their recovery.
- 5. Provide a wide array of non-clinical services and supports that helps participants to initiate and sustain their recovery using the following types of recovery supports: Emotional, Informational, Instrumental, and Affiliational .
- 6. Grantee will, through the use of focus groups, interviews, or surveys, receive



information from those receiving services. Information gathered is then shared with the Grantee's leadership and used to modify and improve services, and service setting.

7. Ensure that relationships between clinical staff and recovery staff are mutually respectful and supportive.
8. Meet all data reporting requirements as established by the System Agency. Grantee will comply and submit required reporting data as described in Reporting Requirements of the Contract.
9. Ensure the organization has the technological capacity and staff capability to use technology related to entering reporting data in the System Agency approved electronic record.
10. Maintain all documents that require participant, staff or volunteer signature in the participants' physical record for review by System Agency staff.
11. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants, family members, and supportive allies.
12. Maintain current written policies and procedures on file and available for review by System Agency.
13. Grantee's policies and procedures must address participant safety and ensure all activities with participants, family members, and supportive allies are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
14. Report information fairly, professionally, and accurately when providing recovery services, documenting services and contacts, and when communicating with other professionals, System Agency staff, and community-based organizations.
15. Identify and revise the organizations' policies and procedures that are inconsistent with recovery processes. Grantee's written policies and procedures will be aligned with a recovery management orientation.
16. Post the days and hours of operation at all building sites and entrances.
17. Ensure that recovery coaches are available five days-per-week.
18. Ensure that emergency support is available after hours and during weekends via telephone support by recovery coaches. Grantee will post telephone support information at all building entrances.
19. Provide flexible hours of services based on the needs of individuals seeking services.
20. Maintain documentation of continuing education units (CEUs) on employees and volunteers in their personnel file and make available for System Agency review.
21. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for System Agency review.
22. Provide written job descriptions for personnel assigned to input data into the System Agency Clinical Management for Behavioral Health Services (CMBHS) system.
23. Grantee's staff job descriptions will include but not be limited to:
  - a. Job duties and responsibilities;
  - b. Required qualifications;
  - c. Job supports (weekly support and feedback sessions with experienced Peer Coaches); and

- d. Required trainings.
- 24. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a resource network of community and social service agencies serving or having an interest in the target population. MOUs will encourage networking, coordination, and referrals to help address the needs of the participants, their families, and supportive allies. MOUs will be in place within 60 days of the contract start date. Grantee will maintain copies of the signed MOUs on file for System Agency review upon request. All MOUs will include:
  - a. Partnership vision;
  - b. Purpose and concept;
  - c. Partnership goals and desired outcomes;
  - d. Description of participating organizations;
  - e. Methods of partnership roles and responsibilities;
  - f. Address the non-duplication of services;
  - g. Be signed by both parties,
  - h. Contain beginning and end dates,
  - i. Be reviewed annually, and
  - j. Have at a minimum, MOUs with the following local entities:
    - i. System Agency-funded substance abuse treatment providers;
    - ii. Community-Based Organizations;
    - iii. Recovery Community Organizations (if available in area);
    - iv. LMHAs and LBHAs; and
    - v. Other community social service agencies that may provide support services to participants.
- 25. Have on file a recovery support services resource directory that contains current information to include: location, contact information, services offered, days and hours of operation, and eligibility criteria.
- 26. Use recovery-oriented, person-first language and service delivery that reflects recovery.
- 27. Ensure that all participant surveys are available in both Spanish and English formats and in other languages as determined by the Grantee and the needs of the population being served.
- 28. Grantee will keep all participant surveys on file for System Agency review.
- 29. Provide recovery support services to individuals via pre-treatment, assertive outreach and engagement.

### **C. STAFFING REQUIREMENTS**

Grantee will:

- 1. Ensure recovery coaches, recovery peers, and volunteers demonstrate the following traits:
  - a. Ability to establish empathy with an individual;
  - b. Ability to work with diverse populations and cultural backgrounds;
  - c. Comfortable working independently in community settings;
  - d. Ability to focus on and reinforce positive strengths and behaviors;
  - e. A high level of energy and commitment;

- f. Acceptance of extremely flexible working hours;
  - g. Open attitude towards pathways to recovery; and
  - h. Stable personal program of recovery.
2. Ensure the supervisors of recovery coaches support their coaches in understanding:
    - a. Boundary setting (personal, finance, emotional, ethical, and sexual);
    - b. Maintaining confidentiality;
    - c. The role of a Recovery Coach; and
    - d. How to respond to complaints.
  3. Ensure that recovery staff are able to work with individuals across the various stages of change and styles of recovery.
  4. Ensure that recovery supervisors, have completed the System Agency-approved 46-hour Recovery Coach training and have at least one year experience as a Recovery Coach.
  5. Ensure recovery coaches, recovery peers, and volunteers have access to continuing education in ethics, confidentiality, and boundary maintenance.
  6. Ensure that staff who conduct and/or enter participant data into CMBHS have attended the System Agency data entry training or have completed their data entry training via webinar.
  7. Document completion of data entry training in employee's folder and have available for review by System Agency.
  8. Include recovery coaches, recovery peers, and volunteers providing recovery services in clinical, treatment and general staff meetings, and in trainings on topics that are relevant to their work (e.g. cultural competence, motivational strategies, trauma-informed services.)
  9. Ensure recovery coaches, recovery peers, and volunteers have received training on the following:
    - a. Community resources for social support;
    - b. Resources for food, clothing, shelter, and other basic needs and how to access;
    - c. Resources for mental health care and how to access;
    - d. Mutual aid recovery groups, their functions, values and beliefs and how to access; and
    - e. Faith-based organizations and how to access.
  10. Include recovery coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.
  11. Ensure that Recovery Coach's hired will receive the required training on MARS and Medication Assisted Advocacy training.

**D. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS**

Grantee will:

1. Prior to employment, conduct and document criminal background checks and pre-employment drug testing of Grantee's potential employees and/or subcontractors who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.

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

#### **E. STAFF COMPETENCIES**

Grantee will:

1. Ensure that newly hired full-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 4 months of hire.
2. Ensure that all newly hired part-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 8 months of hire.
3. Ensure that all volunteer Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 12 months of hire.
4. Provide the 46-hour System Agency-approved Recovery Coach training for new recovery coaches.
  - a. Grantee will reimburse recovery coach trainer for incurred travel costs (transportation, meals, lodging, and incidentals).
    - i. Travel reimbursement for the 46-hour training will not exceed \$1,000.00.
    - ii. Travel expenses will be in accordance with the State of Texas travel guidelines.
  - b. Grantee will ensure completion of training for new recovery coaches within 30 days after date of employment or within 30 days of contract start date.
  - c. Ensure that all recovery staff have been trained in Medication-Assisted Recovery Support and Medication Assisted Advocacy Training.

## **F. GUIDANCE ON SUPPORT SERVICES AND ALTERNATIVE ACTIVITIES**

Recovery Coach and related recovery support services provided under this Contract must be opioid related and provided to individuals entering into, engaging in, or addressing follow-up from MAT services. Grantee will ensure that the total cost of alternative activities will not exceed ten percent (10%) of the total funding amount of the Contract award. If an alternative activity is not described within the Contract, Grantee will contact System Agency staff for prior approval before implementation of the activity. Activities may include:

1. Providing participants assistance in obtaining recognized recovery housing. Assistance not to exceed one-time funds up to \$450.00/per participant.
2. Providing participant's assistance with paying for utilities. Assistance not to exceed one-time funds up to \$250.00/per participant.
3. Providing participants assistance with paying for transportation. This includes bus passes, rails, taxi, or other public transportation approved by System Agency.
4. Grantee may purchase supplies for recovery services such as appointment cards, pens, copies, or other items approved by System Agency in accordance with the System Agency-approved categorical budget.
5. Grantee may use funds for health and wellness support services. Example: providing supports that promote community integration such as paying for document assistance or purchasing personal care items.
6. Grantee may use funds for social activities (purchase movie to show at Grantee's site, bowling, Disc-Jockey.) that promote peer support and connectivity.
7. Grantee may transport participant to referral services and will be reimbursed for mileage costs incurred for Grantee-provided transportation.
8. As authorized under Section 1003 of the 21st Century Cures Act to support recovery and reduce the number of opioid-related deaths, Grantee may use Texas' Targeted Opioid Response (TTOR) grant funds for recovery support activities for opioid use disorder and may include Grantee providing identification and disposal materials, reversal toolkits, and harm- and risk-reduction materials/toolkits.

## **G. MONTHLY REPORTING REQUIREMENTS**

1. Grantee will be utilizing TTOR grant funds. Grantee will submit monthly reporting recovery support activities to meet federal reporting requirements. Grantee will submit the Recovery Support Services (RSS) TTOR Monthly Activities Report by the required due date using the System-approved template.
2. Grantee will document and report specified recovery activities and services in CMBHS as directed by System Agency in accordance with this Contract, unless otherwise noted.
3. Grantee will access CMBHS to enter data and information into required forms for completion and submission, in accordance with instructions and frequency identified on the form. Grantee will complete the following forms in CMBHS as designated by the System Agency:
  - a. Client Profile, Open Case, and RSS Pre-Enrollment Form when participant starts to consider long term coaching. The RSS Pre-Enrollment Form may remain in draft status for up to 6 months.

- b. RSS Enrollment Form when participant has committed to long term coaching and complete within 14 days of Assessment of Recovery Capital Initial Form placed in closed complete status.
  - c. RSS Recovery Plan when participant has committed to long term coaching and within 14 days of RSS Enrollment Form being place in closed complete status. Revisions as needed based on individual’s recovery needs.
  - d. RSS Engagement Status reported monthly from date of RSS Enrollment.
  - e. Recovery Check-up Form at 12 months from RSS Enrollment date; or more frequently if needed.
  - f. Assessment of Recovery Capital Scale (RCS) Form within 14 days from date individual has decided to commit to long-term coaching as documented on the RSS Pre-Enrollment Form and at 12 months from RSS Enrollment date or more frequently.
4. Grantee will use CMBHS to conduct and document interviews for participants receiving individual recovery coaching at enrollment into the program’s recovery coaching services.

**H. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS**

- 1. Grantee will submit all documents identified below to the designated substance abuse mailbox (SubstanceAbuse.Contracts@HHSC.state.tx.us), unless otherwise noted, by the due dates specified by System Agency.
- 2. Grantee’s duty to submit required documents will survive the termination or expiration of this Contract.

Report Name	Due Date
Financial Status Report (FSR)	Last business day of the month following the end of each state fiscal quarter of the Contract term.  <i>* Final FSR due within 45 days after the end of this contract term.</i>
Performance Measures	Due 15th day of the following month
Security Attestation Form and List of Authorized Users	Within 15 days of contract execution and October 15th
Fiscal Year 2018-2019 RSS Categorical Budgets	Within 30 days of contract execution
RSS TTOR Monthly Activities Report	Due 15th day of the following month
Closeout documents	45 days after the end of this contract term.

**\* If the Due Date is on a weekend or holiday, the Due Date is the next business day.**

### **III. SOLICITATION DOCUMENT**

Texas Health and Human Services (HHS or System Agency) Request for Applications for Texas' Opioid Recovery Support Services, RFA# 529-18-0016, issued August 14, 2017.

### **IV. PAYMENT METHOD**

Cost Reimbursement

Funding is further detailed in Attachment B, Budget.

### **V. BILLING INSTRUCTIONS**

- A. Grantee will submit all invoices to System Agency through CMBHS monthly.
- B. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- C. The CFDA number for the State Targeted Response to the Opioid Crisis Grant is 93.788.
- D. The CFDA number is identified in the CMBHS Transactions List report.

**ATTACHMENT A-1**  
**STATEMENT OF WORK SUPPLEMENTAL**

**A. CONTRACT INFORMATION**

Vendor ID:	17526983162
Grantee Name:	North Texas Addiction Counseling & Education, Inc.
Contract Number:	HHS000128700003
Attachment ID:	TBD
Contract Type	Treatment
Payment Method:	Cost Reimbursement
DUNS Number:	088290945
Federal Award Identification Number (FAIN)	TI080272
Solicitation Document:	Texas Health and Human Services (HHS or System Agency) Request for Applications for Texas' Opioid Recovery Support Services, RFA #529-18-0016, issued August 14, 2017.

**B. SERVICE AREA:**

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

Region 3: Tarrant and Parker.



**C. POPULATION SERVED:**

Adult Males and Females with Opioid use/misuse who are entering into, engaging in, or addressing follow-up from Medication-Assisted Therapy (MAT).

**D. RENEWALS:**

System Agency may renew this Contract for an additional four 12-month renewal periods at the System Agency’s sole discretion.

**E. CONTACT INFORMATION**

Name:	Jennifer Molenaar
Email:	Jennifer.Molenaar@hhsc.state.tx.us
Telephone:	(512) 206-5153
Address:	909 W 45 <sup>th</sup> Street, Bldg 552 (MC 2058)
City/Zip:	Austin TX 78751

**F. PERFORMANCE MEASURES**

1. Grantee will report the performance measures monthly through CMBHS by the 15<sup>th</sup> of the following month for the previous month’s activities.
2. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
3. The Fiscal Year (FY) 2018-2019 Performance measures are as follows:

Measure:	<u>FY2018</u> <u>Jun - Aug</u>	<u>FY2019</u> <u>Sept - Nov</u>	<u>FY2019</u> <u>Dec - Feb</u>	<u>FY2019</u> <u>Mar - April</u>	<u>Annual</u> <u>Goal</u>
Number of participants formally enrolled in long-term Recovery Coaching	<u>25</u>	<u>25</u>	<u>25</u>	<u>17</u>	<u>92</u>
Number of new/unduplicated participants who received any type of direct recovery services	<u>25</u>	<u>25</u>	<u>25</u>	<u>17</u>	<u>92</u>
Number of new/unduplicated participants who received any type of indirect recovery services	<u>25</u>	<u>25</u>	<u>25</u>	<u>17</u>	<u>92</u>

Number of new/unduplicated participants who received any type of education services	<u>25</u>	<u>25</u>	<u>25</u>	<u>17</u>	<u>92</u>
Number of participants who completed a 12-month follow-up interview	<u>20</u>	<u>20</u>	<u>20</u>	<u>13</u>	<u>73</u>
Number of participants involved in recovery activities during the past 30 days at 12-month Follow-up interview	<u>18</u>	<u>18</u>	<u>18</u>	<u>12</u>	<u>66</u>
Number of participants who demonstrate increased Assessment of Recovery Capital total scores at 12-month Follow-up	<u>18</u>	<u>18</u>	<u>18</u>	<u>12</u>	<u>66</u>

## **G. PERFORMANCE MEASURE DEFINITIONS AND REPORTING**

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

Participants who are enrolled in long-term Recovery Coaching will develop an individualized strength-based Recovery Plan, and provide regular Recovery Check-Ups. If a participant starts different types of recovery coaching services in different reporting months, he/she should be counted as new in the month that he/she began the first type of coaching service.

*Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids and who started any type of recovery coaching services during the reporting month.*

### **2. Number of new/unduplicated participants who received any type of Direct Recovery Support, InDirect Recovery Support, and/or Educational Services.**

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

*Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids that received direct recovery support services.*

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

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

*Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids that received indirect recovery support services*

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

This measure is designed to capture the number of participants that received educational services to ensure successful recovery. For educational services referred out of the organization, this will require a documented follow-up with the participant to count access to educational services. Recovery Coaches will engage participants in these services to assist in building strengths and promote successful recovery.

*Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids that directly received or were referred to and received any type of education service.*

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

Grantee must complete an ARC for participants whose primary drug of choice is opioids upon enrollment in recovery coaching services and at the 12-Month Follow-Up for all participants formally enrolled in Recovery Coach Services.

*Each month, report the number of participants whose primary drug of choice is opioids and who completed a 12-month follow-up interview. Only include participants who are formally enrolled in long-term Recovery Coaching services.*

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

Participants who formally enrolled in long-term Recovery Coaching services must be engaged and receive the program required Recovery Support services. The

following are the activities that may be counted for these measures:

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

and

- g. Served as a Sponsor affiliated with Self-Help Groups.

*Each month, report the number of new participants whose primary drug of choice is opioids and involved in recovery activities during the past 30 days at the 12-Month follow-up interview.*

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

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

*Each month, report the number of individuals whose primary drug of choice is opioids and who formally enrolled in Recovery Coaching Services and demonstrate an increased ARC total scores at 12-Month Follow-Up compared to their total ARC score at enrollment into Recovery Coaching.*

**H. REQUIRED PERFORMANCE OUTCOMES**

**1. Percentage of participants that completed the ARC upon enrollment and at the 12-Month Follow-Up.**

**Required Outcome:** (Target 80%)

Grantee is required to complete an ARC for participants whose primary drug of choice is opioids upon enrollment in recovery coaching services and at the 12-Month Follow-Up for eighty percent (80%) the total number of participants formally enrolled.

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

**Required Outcome:** (Target 75%)

Grantee is required to complete an initial Interview when a participant whose primary drug of choice is opioids enrolls in long-term recovery support services and again at the 12-Month Follow-Up. Seventy-five percent (75%) of these participants must show a reduced and/or maintained recovery of substance use during the past 30 days at the 12-Month Follow-Up interview when compared to the initial interview at enrollment.

3. **Percentage of formally enrolled participants that are enrolled in one of more of the recovery services listed in the measures definitions 6. a-g.**

**Required Outcome:** (Target 70%)

Grantee is required to complete an RC when a participant whose primary drug of choice is opioids enrolls in long-term recovery support services, during the enrollment in services to assess progress, and again at the 12-Month Follow-Up. Grantee is required to engage at least seventy percent (70%) of the formally enrolled participants in one or more of the recovery activities listed in 6. a-g at their 12-Month Follow-Up Interview when compared to the initial interview at enrollment.

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

**Required Outcome:** (Target 75%)

Grantee is required to complete an ARC when a participant whose primary drug of choice is opioids enrolls in long-term recovery support services and again at the 12-Month Follow-Up. Seventy-five percent (75%) of these participants must show an increased score in the ARC completed at the 12-Month Follow-Up interview when compared to the ARC at enrollment.

## ATTACHMENT B

### BUDGET

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) for the State Targeted Response to the Opioid Crisis Grant.
- B. Match is not required using State Targeted Response to the Opioid Crisis funds CFDA number 93.788
- C. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- D. Funding
  - 1. Total reimbursements will not exceed \$250,000.00 for the period from June 1, 2018 through April 30, 2019.
  - 2. Texas Targeted Opioid Response (TTOR) funding to be expended as follows:
    - a. Fiscal Year 2018, June 1, 2018 thru August 31 2018 - \$83,332.00
    - b. Fiscal Year 2019, Sept 1, 2018 thru April 30, 2019 - \$166,668.00
  - 3. Grantee shall submit to System Agency the following budgets within thirty days of contract execution:
    - a. Fiscal Year 2018, revised budget for \$\$83,332.00.
    - b. Fiscal Year 2019, budget for \$166,668.00.
- E. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.
- F. Grantee is subject to the following restrictions, without prior approval, Grantee may transfer funds between direct budget categories, and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 10% of the total contract value or \$100,000.00 whichever is less. If the budget transfer(s) exceeds \$100,000.00, alone or cumulatively, prior written approval from the System Agency is required. If the budget transfer(s) exceeds 10% of the total contract value, alone or cumulatively, a formal contract amendment is required.
- G. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may

require Grantee to provide additional supporting documentation to the assigned contract manager

H. The Fiscal Year (FY) 2018-2019 budget information is as follows:

1. Fiscal Year 2018 budget shall not exceed \$83,332.00, for the term of June 1, 2018 through August 31, 2018.
2. Fiscal Year 2019 budget shall not exceed \$166,668.00, for the term of September 1, 2018 through April 30, 2019.
3. The FY2018-2019 budgets are as follows:

a. Fiscal year 2018 Budget:

PERSONNEL	\$27,085.00
FRINGE BENEFITS	\$4,063.00
TRAVEL	\$5,507.00
EQUIPMENT	\$0.00
SUPPLIES	\$954.00
CONTRACTUAL	\$0.00
OTHER	\$37,390.00
TOTAL DIRECT CHARGES	\$74,999.00
INDIRECT CHARGES	\$8,333.00
TOTAL	\$83,332.00
SYSTEM AGENCY SHARE	\$83,332.00
MATCH	\$0.00

b. Fiscal year 2019 Budget:

PERSONNEL	\$53,765.00
FRINGE BENEFITS	\$8,065.00
TRAVEL	\$10,933.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,895.00
CONTRACTUAL	\$0.00
OTHER	\$75,343.00
TOTAL DIRECT CHARGES	150,001.00
INDIRECT CHARGES	\$16,667.00
TOTAL	\$166,668.00
SYSTEM AGENCY SHARE	\$166,668.00
MATCH	\$0.00

**ATTACHMENT C**  
**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's 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.
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 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. 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.
  21. 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, statutes, codes, and other laws that pertain to this Contract.
  22. Grantee represents and warrants that the individual signing this Contract is authorized to sign on behalf of Grantee and to bind Grantee.

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/>.

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“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, 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 re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

**4.03 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.**

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## 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;

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- 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 contractors 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**

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**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

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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.gov/hhsa/ohrt/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313

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TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

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**ATTACHMENT E**  
**SPECIAL CONDITIONS**



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

**Health and Human Services Commission**

**Special Conditions**

**Version 1.1**

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## HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions -- Version 2.15

### **ARTICLE I.      SPECIAL DEFINITIONS**

**"Conflict of Interest"** means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

**"Grantee Agents"** means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

**"Data Use Agreement"** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**"Federal Financial Participation"** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**"Item of Noncompliance"** means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

**"Minor Administrative Change"** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section Section 4.01 of these Special Conditions.

**"Confidential System Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC



or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

**"State"** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**"Software"** means all operating system and applications software used or created by Grantee to perform the work under the Contract.

**"Third Party Software"** refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

**"UTC"** means HHSC's Uniform Terms and Conditions --Grantee- Version 2.15

## **ARTICLE II. GRANTEES PERSONNEL**

### **Section 2.01 QUALIFICATIONS**

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **Section 2.02 CONDUCT AND REMOVAL**

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

## **ARTICLE III. CONFIDENTIALITY**

### **Section 3.01 CONFIDENTIAL SYSTEM INFORMATION**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

#### **ARTICLE IV. MISCELLANEOUS PROVISIONS**

##### **Section 4.01 MINOR ADMINISTRATIVE CHANGES**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

##### **Section 4.02 CONFLICTS OF INTEREST**

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate

with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **Section 4.03 FLOW DOWN PROVISIONS**

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

### **ARTICLE V. DSHS LEGACY PROVISIONS**

#### **Section 5.01 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, subcontractor or volunteer that is providing services under this Contract has:**

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

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

- (b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or**

**have direct contact with clients, unless otherwise directed in writing by the System Agency.**

### **Section 5.02 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 5.03 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 5.04 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR**

Unless a federal law applies, before a Grantee or its subcontractor 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 5.05 TELEMEDICINE /TELEPSYCHIATRY MEDICAL SERVICES**

If Grantee or its subcontractor 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;
- 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 5.06 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- 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 5.07 THIRD PARTY PAYORS**

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

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;
- 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 5.08 HIV/AIDS MODEL WORKPLACE GUIDELINES**

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.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 5.09 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 5.10 INTERIM EXTENSION AMENDMENT**

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

- 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.
- 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.

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**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

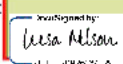
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <b>North Texas Addiction Counseling &amp; Education, Inc.</b>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <b>Leesa</b> Middle Name: <input type="text"/>
* Last Name: <b>Nelson</b>	Suffix: <input type="text"/>
* Title: <b>Executive Director</b>	
* SIGNATURE: 	* DATE: <b>August 22, 2018</b>

[View Burden Statement](#)OMB Number: 4040-0007  
Expiration Date: 01/31/2019**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

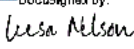
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  7E1FFB06291843A...	TITLE Executive Director
APPLICANT ORGANIZATION North Texas Addiction Counseling & Education, Inc.	DATE SUBMITTED August 22, 2018

Standard Form 424B (Rev. 7-97) Back

**ATTACHMENT I**  
**SOLICITATION NO. 529-18-0016**



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

**Charles Smith, Executive Commissioner**

**Request for Applications (RFA)**  
**For**

***Texas' Opioid Recovery Support Services***  
**RFA No. 529-18-0016**

**Date of Release: August 14, 2017**  
**Responses Due: September 5, 2017 by 2:00 p.m. Central Time**

**Class/Item: 952/06**

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• **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

**1.1 EXECUTIVE SUMMARY**

The State of Texas, by and through the Health and Human Services Commission (HHSC or State), Medical and Social Services (MSS) Intellectual and Developmental Disabilities (IDD) and Behavioral Health Services announces the expected availability of grant funds for State Fiscal Year (SFY) 2018 to enhance the recovery environment in Texas by funding opioid recovery support services.

This Request for Applications (RFA) will reflect the Substance Abuse and Mental Health Services Administration Center for Substance Abuse Treatment's (SAMHSA CSAT) priority for states to develop a targeted response to the opioid crisis within the Recovery-Oriented System of Care (ROSC), adhere to SAMSHA's definition of recovery, and the definition of recovery support services. In developing a response to this RFA, the respondent is encouraged to demonstrate how it currently provides, or will provide, an opioid recovery framework that is consistent with the ROSC principles.

HHSC will make funds available for organizations to deliver opioid use recovery support services to help facilitate entry of individuals into the recovery process, prevent relapse, and promote sustained recovery from opioid use disorder (OUD) statewide. It is expected that eligible respondents have the demonstrated experience, expertise, and infrastructure to perform the work outlined in this RFA.

The goal of this RFA is to encourage respondents to develop an expanded array of services within the treatment modality, to offer long-term engagement, recovery support services at pre- and post-treatment to engage and assist individuals with initiation and sustaining recovery from opioid use disorders and co-occurring substance use. This RFA is intended to ensure an informed recovery-oriented system of care in Texas for persons with OUD and co-occurring disorders. Successful respondents providing OUD treatment services will be required to align their service-orientation by supporting the development of recovery support services addressing this goal.

To be considered for award, Respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

**1.2 DEFINITIONS**

Refer to **Exhibit B, HHSC Grantee Uniform Terms and Conditions** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Addendum” means a written clarification or revision to this Solicitation issued by the System Agency.

“Apparent Awardee” means an organization that has been selected to receive a grant award through response to this RFA but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

“Clinical Management for Behavioral Health Services (CMBHS)” is HHSC’s web-based clinical record-keeping system for state-contracted community mental health and substance abuse service providers.

“Co-Occurring Disorders” refers to an individual having co-existing mental health and substance use disorders. There are a number of other terms that have been used to describe individuals in this category as well, including: dually diagnosed, mentally ill chemical abusers, mentally ill substance abusers.

“Cultural Diversity and Inclusion” refers to developing a recovery community peer support services program that is inclusive of various groups and that honors differing routes to recovery, including medication-assisted recovery.

“Customer Advisory Board” advises management of the program they do not necessarily have to be peers of the management but rather customers of the program who receive program services.

“Direct Recovery Support Services” consists of peer-to-peer recovery coaching contacts, either face to face, or by telephone. These may be individual sessions or group sessions led by peers and dealing with recovery issues of participants.

“Formal Participants” means individuals in recovery who enroll for direct recovery support services including peer coaching. These direct recovery support participants may also receive indirect recovery support services such as housing or mental health services.

“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.

“Indirect Recovery Support Services” address other life needs of an individual in recovery such as housing, health care, and employment.

“Informal Participants” means individuals in recovery who may participate in program services on an occasional, one-time, or informal basis, but are not “signed up” for ongoing services.

“Informal Recovery Support Services” means less structured services such as providing used clothing, hosting sober social activities, and drop-in centers.

“Key Personnel” means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

“Leadership Development” means building leadership among members of the recovery community so that they are able to guide and direct the service program and deliver support services to their peers.

“Opioid Use Disorder” A problematic pattern of opioid use leading to clinically significant impairment or distress, as manifested by at least two of the following, occurring within a 12-month period; using more or for longer durations, inability to stop, significant time spent pursuing, obtaining, or recovering from opioids, intense cravings, failure to fulfill obligations at work, school, or home; continued use despite persistent/recurrent problems relative to use, cessation/surrender of important activities, recurrent use in risky circumstances, continued use despite awareness of opioids as problematic; tolerance, and/or withdrawal.

“Outcome Measures” means to provide data on the short-term changes in the participants’ knowledge, attitude, beliefs, or actual behavior, to determine whether the goals of recovery support services have been met based on an established baseline status for each participant.

“Participant” is an individual who receives or has received substance abuse recovery support services. This may also include significant other, family members and allies who are receiving services.

“Participatory Process” involves the recovery community in project design and implementation, so that recovery community members identify their own strengths and needs, and design and deliver peer services to address them.

“Peer” is an individual who shares the experience of addiction and recovery, either directly or as a family member or significant other.

“Peer-to-Peer Recovery Support Services” means recovery support services designed and delivered by peers to assist others in or seeking recovery, and/or their family members and significant other(s), to initiate and/or sustain recovery from opioid use disorders and closely related consequences.

“Person-Centered” means recovery support services that directly focus upon the need, preferences and strengths of the individual.

“Process Measures” are measures designed to explore the extent to which services are being delivered in the manner that the organization originally proposed and to assess the



services being provided. Process measures are specific to the kinds of services and supports that are provided.

“Project” means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

“Recovery” defined by SAMSHA as a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.

“Recovery Coach” is someone with “lived experience” in long term recovery who has been through peer coach training, has appropriate peer specialist or peer coach credentials, and works under organization supervision. A potential Peer Recovery Coach must have demonstrated recovery and the requisite acceptance of other’s circumstances necessary to support individuals on all paths to recovery. The individual also must have completed 46 hours of Texas HHSC approved Peer Recovery Coach training that includes 16 hours of Ethics, 10 hours of Recovery Support, 10 hours of Advocacy, and 10 hours of Mentoring.

“Recovery Coaching” means a one-on-one relationship in which a peer leader encourages, motivates, and supports a peer who is seeking to establish or strengthen his or her recovery.

“Recovery Support Services (RSS)” are non-clinical services that assist individuals and families who are affected by history or current use of opioids which may include co-occurring use of other substances. RSS’s include social support, linkage to and coordination among allied service providers, and a full range of human services that facilitate recovery and wellness. These services may be and may be provided prior to, during, and after treatment, and also may be provided as separate and distinct services, to individuals and families who desire and need them.

“Recovery Plan” is a self-directed plan that is completed by the individual in recovery, rather than a staff person. In addition to devising the plan, the individual is responsible for the development, revision, and implementation of their recovery plans each week, month or phase. Although the primary responsibility is placed on the individual to complete and implement their recovery planning process, peer recovery coaches may participate and assist in an important guiding and "teaching" role in the planning and monitoring process.

“Relapse Prevention” are services that include identifying a participant’s current stage of recovery and establishing a recovery plan to identify and manage the relapse warning signs.

“Respondent” means the entity responding to this Solicitation. May also be referred to as "Applicant."

“Solicitation” means this Request for Applications including any Exhibits and Addenda, if any.

“State” means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

“Strength-Based” focuses upon the assets, strengths, resources and resiliencies of the individual, family and community rather than emphasizing needs deficits pathologies.

“Successful Respondent” means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee, ""Awarded Applicant," "Subrecipient" or "Grant Recipient."

“Supervision” is the process of watching and directing what someone does or how something is done.

“System Agency” means the Health and Human Services Commission, its officers, employees or authorized agents.

“Transportation” are services provided to that allows individuals to access substance abuse treatment and recovery support-related appointments and activities.

“Treatment Organization” is a licensed substance use disorder treatment program that incorporates peer coaching services and provides other recovery support services.

“Volunteer” is a peer, 18 years of age or older, who provides recovery services at a recovery community-based organization without financial compensation.

“Volunteering” means carrying out tasks and/or provide services for participants in a recovery community-based organization without financial compensation.

“Walk-In” is a participant who arrives without a reservation or arrives unannounced.

### 1.3 AUTHORITY

The System Agency is requesting applications under Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapters 531, Subchapter D, to the extent applicable.

- **ARTICLE II. SCOPE OF GRANT AWARD**

- **2.1 PROGRAM BACKGROUND**

For the purpose of this RFA, the focus population for funded services includes individuals, their family members, significant others, and supportive allies, who are affected by the use and/or consequences of opioids, which may include co-occurring use of other substances, mental, and primary health conditions. This population may include men; women; pregnant women and/or women with children; individuals with criminal justice involvement;

individuals who are homeless; individuals with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); and older adults, who are experiencing problems relative to opioid use or opioid use disorders (OUD). Funding from the Center of Substance Abuse Treatment and the Substance Abuse and Mental Health Administrations for the support of the Texas Targeted Opioid Response Grant program will allow the Health and Human Services Commission to expand its treatment efforts that promote recovery for populations identified as high risk for OUD.

In recent years, there has been a significant shift in the addiction field in the understanding of what it means to recover from a substance use disorder (SUD). Spurred by emerging research and the experiences of individuals in recovery, the field is moving away from an acute care model of brief treatment episodes focused on stabilization to a long-term, sustained recovery model which encompasses the whole health and well-being of individuals. This approach required a transformation in practice and policy at the local, state, and national level. Recovery-Oriented Systems of Care (ROSC) are the framework for a long-term systems transformation. The transformation process extends beyond the treatment system to other community organizations that support individuals and families impacted by OUD. The development of additional capacity at the state and local levels for implementation of peer recovery supports are vital to responding to this crisis, particularly within agencies that have not typically offered recovery supports.

### **Recovery-Oriented Values and Principles**

For the purpose of this RFA, respondents should consider the following recovery-oriented values and principles, and strive to ensure that their proposed service design reflects them. Each application must outline the type of services that will be provided to support recovery and the (re)establishment of a life in the community. The described services must reflect key pillars of recovery-oriented services and supports. These are:

1. **Choice and Self Determination:** The successful respondent will provide all participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals. Participants will have opportunities to revise their selections to reflect their evolving preferences and goals. Recovery plans and service plans will reflect goals in several major life domains (See Attachment C) and will be developed in collaboration with the individuals being served.
2. **Community Integration:** Recovery involves a process of (re)joining and (re)building a life in the community. Participation in community activities and receiving support related to community integration has been positively correlated with recovery and should constitute a primary objective for successful respondents. Treatment organizations not only must encourage, but assist participants to identify and connect with a broad spectrum of community-based resources and supports that can assist them to achieve their goals and (re)build their lives in their community.
3. **Peer Culture:** Peer-to-peer supports have proven effective in promoting recovery, conveying hope, and motivating participants to pursue positive change. Successful

respondents will demonstrate how they have and will continue to infuse their service environment with a peer support culture and leadership. This will include hiring recovery coaches, mobilizing peer volunteers, forming peer advisory councils, integrating peer support groups, and other peer run services, etc.

4. **Family Inclusion:** Family inclusion requires the active participation of recovering individuals' family members and other key supporters at all levels of the service process. Participants shall be afforded the opportunity to define their "families" broadly to include biological relatives, significant others, and other supportive allies. Based on the preference of the individuals receiving services, family members and allies will be invited to participate in service planning and offered education and support.
5. **Continuity of Care:** Recovery-oriented services ensure that individuals are connected to a range of continuing support services beyond a treatment episode.
6. **Partnership-Consultant Relationships:** In a recovery-oriented system, relationships with participants focus more on collaboration and less on hierarchy. Services are designed to empower participants to direct their own recovery. This is reflected in the collaborative treatment and service planning processes.
7. **Culturally and Linguistically Competent:** Culturally competent systems recognize that culture counts. There is an understanding that world views, beliefs, and customs are different and can impact the extent to which individual's access or engage in services. As a result, they can have a significant influence on recovery outcomes. Successful respondents will demonstrate that they understand and will address the varying cultural needs of the populations that they serve through their service design, staffing, and organizational policies.

For additional information about how to operationalize these concepts, respondents are referred to the Philadelphia Behavioral Health Services Transformation Practice Guidelines For Recovery and Resilience Oriented Treatment, which may be accessed at <http://www.dbhids.org/practice-guidelines/> and also the book entitled, A Practical Guide to Recovery-Oriented Practice: Tools for Transforming Mental Health Care by Larry Davidson and colleagues, Oxford University Press; 1st Edition (October 2, 2008), which can be purchased online.

### **Service Array**

Recovery Support Services encompass a wide array of non-clinical services and supports that help individuals to initiate and sustain their recovery. Four types of support have been identified and are described below. See Attachment D – Types of Support for further details.

1. **Emotional** Demonstrate empathy, caring, or concern to bolster a person's self-esteem, hope and confidence.

2. Informational - Share knowledge and information and/or provide life or vocational skills training.
3. Instrumental - Provide concrete assistance to help others accomplish tasks that are connected to (re)building their life in their community.
4. Affiliational - Facilitate contact with other individuals to promote learning of social and recreational skills, create community, and acquire a sense of belonging.

The services that respondents provide should be based on the most critical needs of the target population in the respondent's community and should build on the capabilities and strengths of the respondent and staff.

### **Outcome and Process Measures Evaluation**

1. Outcomes are an important part of all treatment services administered by HHSC. All programs approved through this RFA process will be subject to evaluation by HHSC. All awarded contracts will be subject to HHSC review throughout the course of their contract. By accepting the award under this RFA, respondents agree to comply with the evaluation requirements of HHSC. HHSC will establish a data reporting mechanism and system and awardees must agree to supply all the required data necessary for the evaluation. Successful respondents will also be required to meet all data reporting requirements established by HHSC.
2. HHSC's client record a web-based data system will collect all Awardee's data, the application must specify how the respondent plans to submit data to HHSC. Specifically, respondents must indicate that they have the technological capacity as well as the staff capability to use technology related to entering data into a web-based data system that will be designed specifically for this initiative. If applicable, the respondent should provide evidence of prior successful data submissions to HHSC.
3. Respondents are also asked to include a job description for each of the staff person(s) assigned to meet evaluation requirements, including but not limited to level of education, experience, background, and proportion of time assigned to evaluation activities. If the application includes existing or new position(s) to address evaluation activities, the position(s) are to be reflected in the respondent's budget application.
4. The evaluation component designed by HHSC will consist of both outcome and process measures. The outcome component will assess the immediate effects that the program has on the individuals receiving the service. The purpose is to learn about short-term changes in participants' knowledge, attitudes, beliefs, or actual behavior, and to determine whether the service goals are met. Baseline information will be collected on these measures when an individual begins to receive the recovery support services, and follow-up assessments will be carried out at 3, 6, 9, and 12-month intervals to measure change as a result of the services.

5. Additional Requirements Related to Evaluation: Surveys will be available in both Spanish and English formats and in other languages as determined by the respondent and the needs of the population being served. The respondent must keep all participant surveys in a file for HHSC review.
6. HHSC will collect to measure program and performance outcomes. These measures are subject to change and do not comprise the entire array of measures that may be required of the contractor. See Attachment E - Outcome Measures for further details.

### **Process Measures**

Process measures are designed to explore the extent to which services are being delivered in the manner that the respondent originally proposed and to assess the services being provided. The respondent must recruit and screen recovery coach applicants and other peer volunteer workers, and supervise their areas of work. As the process measures are specific to the kinds of services and supports that are provided, HHSC will partner with the respondent to define process measures that are relevant to the respondent's project.

- **2.2 GRANT AWARD AND TERM**

- **2.2.1 Available Funding**

The total amount of state funding available utilizing the Texas Targeted Opioid Response (TTOR) federal grant funds in Fiscal Year 2018 is **\$3,000,000** and it is HHSC's intention to make multiple awards. The specific dollar amount awarded to each successful respondent depends upon the merit and scope of the proposal and other best value considerations. This decision is at the sole discretion of HHSC.

Funds are awarded for the purpose specifically defined in this RFA and must not be used for any other purpose. Funds may be used for personnel, fringe benefits, staff travel, contractual services, equipment, supplies, other direct costs, and indirect costs, as allowed in the budget. Funds must not be used to supplant local, state, or federal funds. If respondent is applying in multiple Regions, a complete and separate RFA proposal is required for each Region.

- **2.2.2 Grant Term**

It is anticipated that the grant funding period for this program will begin **October 15, 2017** through **August 31, 2018**. The contract may be renewed for an additional four (4) 12-month periods based on availability of federal funds and the satisfactory performance of the apparent awardee. Funding may vary and is subject to change if renewed based on availability of TTOR grant funds.

• **2.3 ELIGIBLE APPLICANTS**

Eligible respondents include public or private non-profit 501(c) (3) entities. All respondents must comply with the criteria listed below under this RFA at the time the proposal is submitted.

1. Respondent must be established as an appropriate legal entity as described in the paragraph above, under state statutes, and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in the Texas region where services are to be provided prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may not be eligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the Apparent Awardee, material non-compliance, or material weaknesses that are not satisfactorily addressed, as determined by HHSC.

6. Respondent's staff members, including the executive director, must not serve as voting members on their employer's governing board.

7. In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract.

8. A respondent is not considered eligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:

- a) The General Services Administration's (GSA) System for Award Management (SAM) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. <https://www.sam.gov/portal/SAM/##11>
- b) The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search <https://oig.hhsc.state.tx.us/oigportal/Exclusions.aspx>; and
- c) Texas Comptroller of Public Accounts (CPA) Debarment List located at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

Respondent must continue to meet the eligibility conditions throughout the selection and funding process. HHSC expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

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## **2.4 SCOPE AND PROGRAM REQUIREMENTS**

To meet the mission and objectives of Texas' Opioid Recovery Support Services program, Respondents must:

### **A. Goal**

1. Align treatment services with a recovery-oriented approach.
2. Develop a recovery-oriented treatment workforce that can successfully integrate recovery support services and support individuals' efforts to initiate and sustain their recovery.
3. Expand the availability and quality of recovery-oriented supports and services in treatment settings.
4. Establish effective linkages between treatment, peer-run recovery community organizations, and other community-based organizations.

### **B. Administrative Requirements**

1. Provide opioid use disorder recovery support services under this Contract.
2. Ensure administrative staff (Executive Director and/or Program Director) and up to at least two direct-paid staff attend the programmatic trainings held in Austin, Texas.
  - a. Apparent Awardee will include travel, per diem, and lodging expenses including registration fee in Apparent Awardee's categorical budget.
  - b. Apparent Awardee will be required to attend one face-to-face recovery support services training. Training dates, times and location will be determined by the HHSC. Required attendance at trainings will be completed by August 31, 2018.
3. Ensure that at least two direct-paid staff attend the Behavioral Health Institute (BHI) to receive face-to-face training.
  - a. Apparent Awardee will include travel, per diem, and lodging expenses including registration fee are included in Apparent Awardee's categorical budget.
  - b. Required attendance to BHI will be completed by August 31, 2018.
4. Ensure that appropriate staff participate in the HHSC webinars, conference calls, and trainings at the specified dates, times, and locations as required by the HHSC.
5. Ensure that Recovery Coaches have completed the required HHSC-approved 46-hour Recovery Coach Training. Apparent Awardee or individual seeking Recovery Coach Training will be responsible for all costs incurred in obtaining the 46-hour training.
6. Ensure that Recovery Coaches working with the opioid population receive the Medication-Assisted Recovery Support (MARS) training and the Medication-Assisted Advocacy Training.
7. Ensure that Recovery Coaches have access to the Applied Suicide Intervention Skills Training (ASIST).



8. Work with HHSC staff to transform their organization from a traditional treatment setting to a recovery-oriented setting. Apparent Awardee's treatment staff will attend all relevant webinars, conference calls, and trainings as requested by HHSC.
9. Work collaboratively with the local mental health authority (LMHA) and/or local behavioral health authority (LBHA) and other community providers to increase job placements for participants.
10. Work with HHSC staff to increase collaboration between Apparent Awardee's treatment staff and recovery coaches to improve participant outcomes.
11. Provide HHSC and HHSC-funded evaluation contractor with data collection and program evaluation requirements.

C. Service Delivery Requirements

1. Comply with all applicable rules adopted by the HHSC related to substance -use disorder services and published in Title 25 of the Texas Administrative Code (TAC), including the following Chapters:
  - a. Chapter 441 - General Provisions
  - b. Chapter 442 - Investigations and Hearings
2. Develop a mission statement to include recovery principles and values that will promote sustained recovery and wellness.
3. Adhere to the transformation guidelines provided by HHSC and HHSC-funded evaluation contractor on the transformation and integration of services into a recovery-oriented approach.
4. Submit required reports to HHSC-funded evaluation contractor in the HHSC-approved format.
5. Ensure the following recovery-oriented values and principles are reflected in their organization's service delivery:
  - a. Choice and Self Determination:
    - i. Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
    - ii. Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains (See Attachment C).
    - iii. Acknowledge an individual's choice for their own pathway to recovery.
    - iv. Ensure that participants have a choice in selecting their recovery coach.
  - b. Community Integration:
    - i. Implement an assessment process for participants that explores multiple life domains and assesses their strengths, challenges, and goals, and not just their substance use history. (See Attachment C).
    - ii. Provide participants the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery.
    - iii. Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their personal goals and rebuilding their lives within their community.
    - iv. Align organizational policies to ensure that recovery coaches have access to transportation, funds, flexible work schedules, cell phones and other

- required resources to work with participants outside of the organizational setting and in their local communities.
- v. Ensure that each participant has a recovery plan that outlines both their personal goals and next steps for rebuilding their life in the community and sustaining their recovery.
  - vi. Ensure that recovery coaches meet with participants in various community settings to decrease their dependency on the Apparent Awardee and increase their connection to local community supports.
- c. Peer Culture:
- i. Offer an array of recovery support services that involve direct-assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following approaches:
    - (1) Hiring Recovery Coaches;
    - (2) Mobilizing peer volunteers;
    - (3) Facilitating Focus Groups;
    - (4) Participation in Story Telling Opportunities;
    - (5) Providing peer support groups; and other peer run services; and
    - (6) Other peer-run activities required by HHSC.
  - ii. Ensure volunteers do not maintain an RSS caseload but rather supplement and support efforts of recovery coaches.
  - iii. Form a Peer Advisory Council (PAC) comprised primarily of individuals receiving services. Apparent Awardee will ensure the PAC is empowered to provide recommendations to leadership around program design, program evaluation, enhanced service delivery and organization's overall recovery-orientation.
- d. Family Inclusion:
- i. Ensure that participants have the right to define their "families" broadly to include biological relatives, significant others, and other supportive allies.
  - ii. Ensure that participant receives recovery support services and will ensure family members and supportive allies are invited to participate in recovery planning activities and offered education and support.
- e. Continuity of Care:
- i. Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.
  - ii. Ensure that continuing support plans are developed early in the treatment episode and that recovery coaches are an integrated part of the development, initiation and follow-through process.
  - iii. Ensure that Recovery Coaches make every effort to stay connected to participants for a minimum of 12 months by utilizing a combination of strategies including telephone, assertive outreach, and face-to-face meetings.
  - iv. Individualize the intensity of support that participants need over time (preferably 3 times per week within the first 30-90 days).
  - v. Implement recovery-oriented practices such as motivational interviewing.

- vi. Will not terminate services with participants when they experience a lapse in abstinence, but continue to engage them, identify challenges to maintain recovery, and readjust their recovery plan.
  - f. Partnership-Counselor Relationships:
    - i. Ensure participants direct their own recovery through collaborative relationships and develop an action-based recovery plan.
    - ii. Ensure that recovery coaches are integrated into the clinical service delivery team and there are collaborative team meetings with participants receiving recovery support services to ensure that services are coordinated.
    - iii. Ensure that counselors and recovery coaches share treatment and recovery plans with one another and collaborate together on next steps for the participants being served.
  - g. Culturally and Linguistically Competent:
    - i. Provide services in a culturally, linguistically, and developmentally appropriate manner for participants, family members, and supportive allies.
    - ii. Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.
  - h. Promote Recovery Coach Self-Care
    - i. Recovery Self-Care will be supported through supervision, staff recognition, recovery cafés, (group check-ins), etc.
    - ii. Implement a process to support a recovery coach who struggles or relapses in their recovery, etc.
6. Work with individuals across the various stages of change and styles of recovery, including non-abstinence.
  7. Provide a wide array of non-clinical services and supports that helps participants to initiate and sustain their recovery using the following types of recovery supports: Emotional, Informational, Instrumental, and Affiliational (Attachment D).
  8. Apparent Awardee will, through the use of focus groups, interviews, or surveys, receive information from those receiving services and that information gathered is then shared with the Apparent Awardee's leadership and used to modify and improve services, and service setting.
  9. Ensure that relationships between clinical staff and recovery staff are mutually respectful and supportive.
  10. Meet all data reporting requirements as established by the HHSC. Apparent Awardee will comply and submit required reporting data as described in Reporting Requirements of the Contract.
  11. Ensure the organization has the technological capacity and staff capability to use technology related to entering reporting data in the HHSC approved electronic record.
  12. Maintain all documents that require participant, staff or volunteer signature in the participants' physical record for review by HHSC staff.
  13. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants, family members, and supportive allies.

14. Maintain current written policies and procedures on file and available for review by HHSC.
15. Apparent Awardee's policies and procedures must address participant safety and ensure all activities with participants, family members, and supportive allies are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
16. Report information fairly, professionally, and accurately when providing recovery services, documenting services and contacts, and when communicating with other professionals, HHSC staff, and community-based organizations.
17. Identify and revise the organizations' policies and procedures that are inconsistent with recovery processes. Apparent Awardee's written policies and procedures will be aligned with a recovery orientation.
18. Post the days and hours of operation at all building sites and entrances.
19. Ensure that recovery coaches are available five days-per-week.
20. Ensure that emergency support is available after hours and during weekends via telephone support by recovery coaches. Apparent Awardee will post telephone support information at all building entrances.
21. Provide flexible hours of services based on the needs of individuals seeking services.
22. Maintain documentation of continuing education units (CEUs) on employees and volunteers in their personnel file and make available for HHSC review.
23. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for HHSC review.
24. Provide written job descriptions for personnel assigned to input data into the HHSC approved electronic record.
25. Apparent Awardee's staff job descriptions will include but not be limited to:
  - a. Job duties and responsibilities;
  - b. Required qualifications;
  - c. Job supports (weekly support and feedback sessions with experienced Peer Coaches); and
  - d. Required trainings.
26. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a resource network of community and social service agencies serving or having an interest in the target population. MOUs will encourage networking, coordination, and referrals to help address the needs of the participants, their families, and supportive allies. MOUs will be in place within 60 days of the contract start date. Apparent Awardee will maintain copies of the signed MOUs on file for HHSC review upon request. All MOUs will include:
  - a. Partnership vision;
  - b. Purpose and concept;
  - c. Partnership goals and desired outcomes;
  - d. Description of participating organizations;
  - e. Methods of partnership roles and responsibilities;
  - f. Address the non-duplication of services;
  - g. Be signed by both parties,
  - h. Contain beginning and end dates,

- i. Be reviewed annually, and
  - j. Have at a minimum, MOUs with the following local entities:
    - i. HHSC-funded substance abuse treatment providers;
    - ii. Community-Based Organizations;
    - iii. Recovery Community Organizations (if available in area);
    - iv. LMHAs or LBHAs; and
    - v. Other community social service agencies that may provide support services to participants.
- 27. Have on file a recovery support services resource directory that contains current information to include: location, contact information, services offered, days and hours of operation, and eligibility criteria.
- 28. Use recovery-oriented, person-first language and service delivery that reflects recovery.
- 29. Ensure that all participant surveys are available in both Spanish and English formats and in other languages as determined by the Apparent Awardee and the needs of the population being served.
- 30. Apparent Awardee will keep all participant surveys on file for HHSC review.
- 31. Coordinate with a HHSC-approved transportation organization to cover the transportation costs to provide bus services for Apparent Awardee's Recovery Support Services clients to attend the Texas National Recovery Rally in the fall of 2017. Apparent Awardee will:
  - a. Contract with and secure affordable, reliable, and safe transportation through negotiation with a charter bus contractor.
  - b. Verify that charter bus inspections, operating status, licensing, and insurance are current and that charter bus contractor is able to provide proof of same upon request.
  - c. Ensure that each charter bus is comfortable, safe, and reliable for transporting passengers and that the number of passengers on each bus does not exceed bus capacity.
  - d. Coordinate with charter bus contractor the times for departure and arrivals to/from designated locations.
  - e. Make any necessary deposit and timely payments to the charter bus contractor.
- 32. Provide recovery support services to individuals via pre-treatment assertive outreach and engagement.

#### D. Staffing Requirements

- 1. Ensure recovery coaches, recovery peers, or volunteers demonstrate the following traits:
  - a. Ability to establish empathy with an individual;
  - b. Ability to work with diverse populations and cultural backgrounds;
  - c. Comfortable working independently in community settings;
  - d. Ability to focus on and reinforce positive strengths and behaviors;
  - e. A high level of energy and commitment;
  - f. Acceptance of extremely flexible working hours;
  - g. Open attitude towards pathways to recovery;
  - h. Stable personal program of recovery.

2. Ensure the supervisors of recovery coaches support their coaches in understanding:
  - a. Boundary setting (personal, finance, emotional, ethical, and sexual);
  - b. Maintaining confidentiality;
  - c. The role of a Recovery Coach; and
  - d. How to respond to complaints.
3. Ensure that recovery supervisors, coaches, peers, and volunteers have completed the HHSC-approved 46-hour Recovery Coach training and have at least one year experience as a Recovery Coach.
4. Ensure recovery coaches, recovery peers, and volunteers have access to continuing education in ethics, confidentiality, and boundary maintenance.
5. Ensure that staff who conduct and/or enter participant data into the HHSC approved electronic record have attended the HHSC data entry training or have completed their data entry training via webinar.
6. Document completion of data entry training in employee's folder and have available for review by HHSC.
7. Include recovery coaches, recovery peers, and volunteers providing recovery services in clinical, treatment and general staff meetings, and in trainings on topics that are relevant to their work (e.g. cultural competence, motivational strategies, trauma-informed services, etc.)
8. Ensure recovery coaches, recovery peers, and volunteers have received training on the following:
  - a. Community resources for social support;
  - b. Resources for food, clothing, shelter, and other basic needs and how to access;
  - c. Resources for mental health care and how to access;
  - d. Mutual aid recovery groups, their functions, values and beliefs and how to access; and
  - e. Faith-based organizations and how to access.
9. Include recovery coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.

#### E. Criminal Background Verification Requirements

Apparent Awardee will:

1. Prior to employment, conduct and document criminal background checks pre-employment drug testing of Apparent Awardee's potential employees and/or subcontractors who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
2. Prior to volunteering, conduct and document criminal background checks and drug testing of Apparent Awardee's volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
3. Conduct annual criminal background checks for Apparent Awardee's current staff, subcontractors, and volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
4. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, or volunteers who work directly or with participants, significant others, or other supportive allies.

5. Develop and maintain current written policies and procedures that require individuals (staff, subcontractors, and volunteers) to notify the Apparent Awardee of an arrest, conviction, investigation, or any other legal involvement.
6. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to HHSC for review upon request.
7. Maintain documentation of each criminal background check and drug testing on file and make available to HHSC for review upon request.

#### F. Staff Competencies

1. Ensure that newly hired full-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 4 months of hire.
2. Ensure that all newly hired part-time Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 8 months of hire.
3. Ensure that all volunteer Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within the first 12 months of hire.
4. Provide the 46-hour HHSC-approved Recovery Coach training for new recovery coaches.
  - a. Apparent Awardee will reimburse recovery coach trainer for incurred travel costs (transportation, meals, lodging, and incidentals).
    - i. Travel reimbursement for the 46-hour training will not exceed \$1,000.00.
    - ii. Travel expenses will be in accordance with the State of Texas travel guidelines.
  - b. Apparent Awardee will ensure completion of training for new recovery coaches within 30 days after date of employment or within 30 days of contract start date.
  - c. Ensure that all recovery staff have been trained in Medication-Assisted Recovery Support and Medication Assisted Advocacy Training.

#### G. Guidance on Incentives and Alternative Activities

1. Apparent Awardee will ensure that the total cost of incentives and alternative activities will not exceed ten percent (10%) of the total funding amount of the contract award.
2. If an incentive or alternative activity is not described within the Contract, Apparent Awardee will contact HHSC staff for prior approval before implementation of the activity.
3. Incentives are allowable under the Contract. An incentive can be given to a participant to encourage participation in the program.
  - a. Incentives may be in the form of retail gift or service cards not to exceed more than \$100/per participant for the contract period;
  - b. Examples of appropriate use of incentives include, but are not limited to, participation in 3-, 6-, 9-, and 12-month interviews.
4. Apparent Awardee may provide participants assistance in obtaining suitable housing, such as transitional housing, sober housing, or affordable housing.
  - a. Participant assistance may include moving fees, rental deposits, etc.
  - b. Apparent Awardee may provide one-time funds (up to \$350/per participant).

5. Apparent Awardee may provide participants assistance with paying for utilities. Apparent Awardee may provide one-time funds (up to \$150/per participant).
6. Apparent Awardee may provide participants assistance with paying for transportation. This includes bus passes, rails, or taxi under the Contract.
7. Apparent Awardee may purchase supplies for recovery services such as appointment cards, pens, copies, etc. not to exceed \$750 for the term of the contract.
8. Apparent Awardee may use funds for health and wellness support services. Example: providing supports that promote community integration such as paying for document assistance, purchasing personal care items, etc.
9. Apparent Awardee may use funds for social activities (purchase movie to show at Apparent Awardee's site, bowling, DJ, etc.) that promote peer support and connectivity.
10. Apparent Awardee may transport participant to referral services and will be reimbursed for mileage costs incurred for Apparent Awardee-provided transportation.

#### H. Reporting Requirements

1. Document and report all specified recovery activities, and services in the HHSC approved electronic record in accordance with the Contract, unless otherwise noted.
2. Submit invoices and financial status reports (FSRs) through the HHSC approved electronic record in accordance with this Contract, unless otherwise noted.
3. Access the designated website provided by HHSC and/or the HHSC-funded evaluation contractor to access required forms for completion and submission, unless otherwise noted. Apparent Awardee will submit the following forms:
  - a. Enrollment Form will be completed by Apparent Awardee's program staff at participant's enrollment for Recovery Coaching services.
  - b. Check-up Form will be completed by Apparent Awardee's program staff at participant's enrollment for Recovery Coaching services and at 3-, 6-, 9-, and 12-months.
  - c. Recovery Capital Scale Form will be completed by Apparent Awardee's program staff at participant's enrollment for Recovery Coaching services and at quarterly intervals 3-, 6-, 9-, and 12-months.
  - d. Enrollment To Do List - List of administrative activities Apparent Awardee's program staff will complete at participant's enrollment.
  - e. Check-up To Do List - List of administrative activities Apparent Awardee's program staff will complete at participant's check-up.
  - f. Recovery Coach Form for each Recovery Coach.
  - g. Monthly Activity Summary for services provided. (See Attachment B).
  - h. Participant Survey Questions completed every 90 days such as: 90-days, 180-days, 270-days, and 360-days from date of recovery services.
  - i. Recovery Wellness Plan will be updated as goals and objectives are completed.
4. Apparent Awardee will use the HHSC approved electronic record to conduct and document participant interviews receiving individual recovery coaching:
  - a. At enrollment into the program's recovery coaching services; and
  - b. Check-up interviews at 30-days, 60-days, 90-days, 180-days, 270-days, and 360-days and every 90 days thereafter if the participant is still receiving services; and



- c. Participant surveys will be completed at 30-days, 60-days, 90-days, 180-days, 270-days, and 360-days and every 90 days thereafter if the participant is still receiving services.
5. Apparent Awardee will ensure that Check-Up interviews be conducted whether or not the participant is still receiving individual recovery coaching at the time that the Check-Up interviews are due.
6. Apparent Awardee will conduct interviews face-to-face with the participant. Apparent Awardee may however, conduct the 30-day, 60-day 90-day, 180-day, 270-day, and 360-day participant interviews via telephone under any of the following circumstances:
  - a. After three documented unsuccessful attempts to schedule a face-to-face interview;
  - b. If the participant is incarcerated; or
  - c. If the participant resides or works more than 15 miles from the program's location.
7. Apparent Awardee will enter interview data into HHSC approved electronic record within 7 working days after the interview date.
8. Apparent Awardee will use the HHSC approved electronic record to report descriptive information regarding the Recovery Coaches providing services in the program on a monthly basis.
9. Apparent Awardee will provide participant surveys to participants once recovery services have ended.

#### I. Reporting Due Dates Requirements

1. Financial Status Report (FSR) - Last business day of the month following the end of each quarter of the Contract term.
2. Final Financial Status Report (FSR) due within 45 days after Contract end date.
3. Performance Measures - Due 10th day of the following month
4. Security Attestation Form and List of Authorized Users - Due September 15th and March 15th
5. Closeout documents Annual Report - Due 45 days after Contract end date.
6. Monthly Activity Summary - Due 10th day of the following month.

#### • **2.5 EXPENDITURE PROPOSAL**

In attached **Form K**, Respondents must:

1. Demonstrate project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.
2. Identify costs to be requested from HHSC.
3. Utilize the HHSC template provided as **Form K** and per the instructions outlined in **Article VII** – Expenditure Proposal.

#### • **2.6 PERFORMANCE MEASURES**

Apparent Awardee's performance will be measured in part on the achievement of the key performance measures stated below. Apparent Awardee will report these performance measures monthly through the HHSC approved electronic record by the 10th of the following month as directed by HHSC in accordance with the Contract, unless otherwise noted.

## Performance Measure and Definitions

1. Number of individuals who formally enroll in long-term Recovery Coaching.
  - Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids and who started any type of recovery coaching services during the reporting month. Participants who are enrolled in long-term Recovery Coaching will develop an individualized strength-based Recovery Plan, and provide regular Recovery Check-Ups. If a participant starts different types of recovery coaching services in different reporting months, he/she should be counted as new in the month that he/she began the first type of coaching service.
2. Number of participants who receive Direct Recovery Support, Indirect Recovery Support, and/or Educational Services.
  - Each month, report the number of new/unduplicated participants whose primary drug of choice is opioids and who are receiving recovery support services to include: direct, indirect, and/or educational services. Recovery Coaches will engage participants in these services to assist in building strengths in various life-domains that have been impediments to their recovery process.
3. Percent of 12-Month Follow-Up Interviews successfully completed. (Target 80%)
  - Each month, Report the number of participants whose primary drug of choice is opioids and who completed a 12-month follow-up interview. Only include participants who are formally enrolled in long-term Recovery Coaching services. Excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.
4. Percent of participants with reduced and/or abstinence from substance use during the past 30 days at 12-Month Follow-Up Interview, compared to their past 30-day substance use at enrollment into Recovery Coaching. (Target 75%)
  - Each month, report the number of participants whose primary drug of choice is opioids and who have reduced and/or maintained abstinence from substance use during the past 30 days at the 12-Month Follow-Up Interview compared to their past 30-day substance use at enrollment into Recovery Coaching. Includes participants who formally enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Interview. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.
5. Percent of participants involved in any of the following recovery activities during the past 30 days at 12-Month Follow-Up Interview: (Target 70%)

- a. Self-Help Groups
  - b. Met with Sponsor affiliated with Self-Help Groups
  - c. Met with a Peer Recovery Coach
  - d. Other Self-Help
  - e. Served as a Recovery Coach
  - f. Served as a Peer Recovery Volunteer (Non-Coaching Activities)
  - g. Served as a Sponsor affiliated with Self-Help Groups
- Each month, report the new of participants whose primary drug of choice is opioids and who are involved in recovery activities during the past 30 days at the 12-Month follow-up interview. Includes participants who formally enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Interview. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program.
6. Percent of participants achieving increased total scores on the Assessment of Recovery Capital (ARC) scale at 12-Month Follow-Up. (Target 75%)
- Each month, report the number of individuals whose primary drug of choice is opioids and who demonstrate increased ARC total scores at 12-Month Follow-Up compared to their total ARC score at enrollment into Recovery Coaching. Includes participants who formally enrolled in long-term Recovery Coaching services and who completed the 12-Month Follow-Up Assessment of Recovery Capital (ARC) scale. This measure excludes participants who did not formally enroll in long-term Recovery Coaching services but who may have received any type(s) of other Recovery Support services from the program. The ARC scale is a self-report questionnaire that measures Recovery Capital in 10 life domains: Substance Use & Sobriety; Global Health (Psychological); Global Health (Physical); Citizenship/Community Involvement; Social Support; Meaningful Activities; Housing & Safety; Risk Taking; Coping & Life Functioning; and Recovery Experience. Improved Quality of Life as reflected by increases in Recovery Capital.
7. Number of participants who receive Opioid Use Disorder recovery coaching services.
- Each month, report the total number of participants whose primary drug of choice is opioids and who received long-term recovery coaching services during the reporting month.
8. Number of participants who were referred to an LMHA or LBHA for supported employment services.
- Each month, report the number of participants whose primary drug of choice is opioids and who received job development/employment services.

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## 2.7 PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
5. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;
7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant project;
11. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. Fundraising;
13. Statewide projects;
14. Any other prohibition imposed by federal, state, or local law; and
15. The acquisition or construction of facilities.

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## 2.8 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200); the *Uniform Grant Management Standards (UGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: <http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml>.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

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

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must 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.

Grantees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- **2.9 DATA USE AGREEMENT**

By entering into a Grant Agreement with the System Agency as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit C**.

- **2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION**

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Grant, if any, resulting from this Solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

- **ARTICLE III. ADMINISTRATIVE INFORMATION**

- **3.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Solicitation Release Date	8/14/17
Respondent Conference	8/24/17
Deadline for Submitting Questions	8/28/17
Answers to Questions Posted	8/31/17
<b>Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]</b>	9/5/17
Anticipated Notice of Award	10/1/17
Anticipated Contract Start Date	10/15/17

**Note:** These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the HHSC website. Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the HHCS website.

- **3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION**

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the System Agency and will post such on the HHSC website. It is the responsibility of Respondent to periodically check the HHSC website to ensure full compliance with the requirements of this Solicitation.

- **3.3 IRREGULARITIES**

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.4.1** as soon as possible so corrective addenda may be furnished to prospective Respondents.

### **3.4 INQUIRIES**

- **3.4.1 Point of Contact**

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Respondents and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Deanna Kinsfather, CTPM  
Title: Procurement Project Manager  
Address: 1100 West 49<sup>th</sup> Street, Austin, TX 78756

Phone: 512-406-2401  
Email: Deanna.kinsfather@hhsc.state.tx.us

- **3.4.2 Prohibited Communications**

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and should send all questions or other communications to the point-of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

- **3.4.3 Questions**

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.4.1** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying Solicitation number
- B. Section Number
- C. Paragraph Number
- D. Page Number
- E. Text of passage being questioned
- F. Question

**Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.**

- **3.4.4 Clarification request made by Respondent**

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

- **3.4.5 Responses**

Responses to questions or other written requests for clarification may be posted on the HHSC website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHSC

website. It is Respondent's responsibility to check the HHSC website or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

### 3.4.6 Respondent Conference

The System Agency will conduct an **optional** pre-submittal respondent conference via phone conference on August 24, 2017 at 2:00 pm Central Time. Respondents may access the phone conference by calling 1-800-820-7831 #9168623. The respondent conference is **optional**.

## 3.5 SOLICITATION RESPONSE COMPOSITION

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### 3.5.1 Generally

All Applications must be:

4. Clearly legible;
5. Sequentially page-numbered and include the respondents name at the top of each page;
6. Organized in the sequence outlined in **Article IX** - Submission Checklist;
7. In Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
8. Blank forms provided in the Attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
9. Correctly identified with the RFA number and submittal deadline;
10. Responsive to all RFA requirements; and
11. Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

- ### 3.5.2 Submission in Separate Parts

1. Organizational Information, including all forms;
2. Narrative Proposal, including all forms;
3. Financial Management/Administrative Information and Expenditure Proposal; and
4. Applicable Exhibits and Required Forms.

Paper documents (i.e. the original and all hard copies) must be separated by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.4.1**. The



number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article IX**.

### **3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

- **3.6.1 Deadline**

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

- **3.6.2 Labeling**

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO.: 529-18-0016

SOLICITATION NAME: Texas' Opioid Recovery Support Services

SOLICITATION RESPONSE DEADLINE: September 5, 2017

The System Agency will not be held responsible for any Solicitation Response that is mishandled prior to receipt by the System Agency. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to the System Agency by the specified date and time.

- **3.6.3 Delivery**

Respondent must deliver Solicitation Responses by one of the methods below to the address noted. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)

Bid Room

Attn: Deanna Kinsfather, CTPM

1100 W. 49<sup>th</sup> Street, MC 2020

Service Building (Building S)

Austin, Texas 78756

**Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.**

- **3.6.4 Alterations, Modifications, and Withdrawals**

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

- **ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

- **4.1 GENERALLY**

Those Respondents making it through the initial review process will be invited to submit additional information and to participate in a negotiation process which will determine final selection. The specific dollar amount awarded to each successful Respondent will depend upon the merit and scope of the application and negotiations. Funded amounts may differ from those requested. Not all Respondents who are deemed eligible to receive funds are assured of receiving an award.

The final funding amount and the provisions of the contract will be determined at the sole discretion of HHSC.

- **4.2 ELIGIBILITY SCREENING**

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the Evaluation stage.

- **4.3 EVALUATION**

HHSC will select Respondents to receive awards based on eligibility criteria, geographical distribution, regional assessment of need, scores, best value factors, and the best interest of the State.

- **4.3.1 Specific Selection Criteria**

Grant applications shall be evaluated based upon:

1. Executive Summary & Corporate Background and Experience 10%
2. Programmatic Narrative 30%
3. Project Work Plan 30%
4. Financial Management and Administration Questionnaire 30%

- **4.4 FINAL SELECTION**

HHSC intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3.1**, a selection committee will look at all eligible applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

- **4.5 NEGOTIATION AND AWARD**

The negotiation phase will involve direct contact between the successful Applicant and HHSC representatives via phone and/or email. During negotiations, successful Applicants may expect:

- An in-depth discussion of the submitted proposal and budget; and
- Requests from HHSC for clarification or additional detail regarding submitted Application.

The final funding amount and the provisions of the contract will be determined at the sole discretion of HHSC staff.

HHSC may announce tentative or apparent grant recipients once the Executive Commissioner has given approval to initiate negotiation and execute contracts.

**Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit D: Exception Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.**

- **4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY**

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process.

- **ARTICLE V. NARRATIVE PROPOSAL**

- **5.1 NARRATIVE PROPOSAL**

- **5.1.1 Executive Summary**

Respondent will complete **Form C-Executive Summary** attached to this RFA. Respondents will provide a high-level overview with a broad understanding of the Respondent's approach to meeting the RFA's business requirements. The summary must demonstrate an understanding of the goals and objectives of this solicitation.

### **5.1.2. Corporate Background and Experience**

Respondent will complete **Form D-Corporate Background and Experience** attached to this RFA. Respondent will provide details of the respondent's corporate background and experience related to service delivery to the target population described in Article II. Respondent will also include all documents requested as part of completing Form D to demonstrate fulfilling Article II requirements.

1. Provide a brief narrative describing your organization's history, accomplishments, primary purpose and number of years in operation. Explain how your organization's experience and success demonstrates your ability to provide the expected services?
2. Provide a key staffing profile and resumes for staff who will be responsible for the performance of the services requested under this solicitation. Respondent must provide job descriptions, duties, and experience requirements (vacant or otherwise).
3. Provide your organization's days and hours of operation.
4. Describe your organizational structure, include your advisory board of directors (indicate number of board members in recovery), list of all advisory councils or committees, the length of their existence and their function.
5. Describe your organization's efforts-to-date to provide training for staff in recovery-oriented service provision.
6. Describe the relationship between your organization and other community-based services to be provided. These should include but not limited to linkages to the reentry population and linkages to those in the community providing employment services. Where possible, provide letters of support from those organizations that have worked with your organization, which describe the nature of past and/or current collaborations.
7. Describe the extent to which a recovery-orientation and recovery support services are currently in place. This goes beyond having recovery principles written into mission statements, but instead looks for the presence of a recovery orientation in the ways in which services are delivered, the active involvement of peers and individuals in recovery, etc.

### **5.1.3. Programmatic Narrative**

Respondent will complete **Form E-Programmatic Narrative** attached to this RFA. Respondent will provide a detailed description of the proposed programmatic services they

plan to provide and to whom, and must support all the business activities and requirements described in this RFA. The detailed description must reflect a clear understanding of the work undertaken. Respondent will also include all documents requested as part of completing Form E to demonstrate fulfilling Article II requirements.

1. Provide a brief synopsis of your organization's community as a whole describing in general:
  - a. Geographic boundaries (urban, rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.)
2. Target Population:
  - a. Describe your target population;
  - b. Geographic service area;
  - c. Characteristics of the target population (including demographic and socioeconomic data, health risk factors, and co-occurring mental health conditions); and
  - d. Current population served (characteristics, population data, numbers of participants served, types and numbers of services provided).
3. Describe the unaddressed needs and current barriers to recovery of your target population. Explain how these needs were identified.
4. Provide a brief statement of the services you are proposing to provide.
  - a. Discuss the specific activities in your proposed design that will foster recovery.
  - b. Identify how the key pillars of recovery oriented services will be addressed:
    - (1) Self-direction, empowerment and choice
    - (2) Community integration
    - (3) Peer culture and leadership
    - (4) Family inclusion
    - (5) Continuity of support
    - (6) Partnership-consultant relationships
    - (7) Cultural and linguistic competence

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• **5.1.4 Project Work Plan**

Respondent will complete **Form F-Project Work Plan** attached to this RFA. Respondents will describe its plan for service delivery to the target population in the proposed program service area for meeting all components described in **Article II**. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article II** requirements.

1. Describe how you intend to provide the recovery support services identified in the Scope of Work. A detailed plan of the project model should be described.

2. Describe how new participants will be engaged in your program. For existing participants, describe how services will be explained and offered to them.
3. Describe how you will link with the re-entry population into your community.
4. Describe how your organization will partner with those in your community to provide employment services.
5. Describe any implementation barriers you anticipate and how you will address them.
6. Provide your organization's plans to train existing and new staff in recovery-oriented approaches.
7. Describe your organization's approach to documentation and how you will assure that it is provided with a recovery focus and in a timely manner.
8. Describe your organization's collaborative arrangements with the other organizations that will be required for your program to be successful and your plan to engage those organizations as partners.
9. Provide your organization's plan for collecting and entering the evaluation data outlined in the Scope of Work and who will be responsible for submitting the data to HHSC.
10. Describe whether or not the organization has the technological capacity to access a web-based data system. Also, describe the staff's capability in using technology related to entering data into a web-based data system.
11. Provide a job description for each of the staff person(s) assigned to meet the evaluation requirements, including but not limited to the level of education, experience, background, and proportion of time assigned to conducting evaluation activities. NOTE: If the application includes existing or new position(s) that address data collection and entry activities, the position(s) are to be reflected in the budget section of the application.
12. Provide your organization's plan to sustain services beyond the solicitation period.

- **ARTICLE VI. REQUIRED RESPONDENT INFORMATION**

- **6.1 ADMINISTRATIVE ENTITY INFORMATION**

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article III**, Respondent must provide the following information

- **6.2 LITIGATION AND CONTRACT HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent.

Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

- **6.3 CONFLICTS**

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract greater than \$1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

- **6.4 GRANT APPLICATION DISCLOSURE**

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Respondent to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Respondent or Community Collaborative member organization within the past two years to provide Texas' Opioid Recovery Support Services.

- **6.5 ASSURANCE AND CERTIFICATIONS**

Respondent must complete and return all of the following listed forms and exhibits. Exhibits are listed following **Article IX**.

1. Exhibit A, Respondent Affirmations and Solicitation Acceptance
2. Exhibit D, Exceptions (if applicable)
3. Exhibit E, Federally Required Assurance and Certifications
  - a. Certification Regarding Federal Lobbying
  - b. Federal Assurance
4. Exhibit F, Fiscal Federal Funding Accountability and Transparency Act Form (FFATA Form)

- **6.6 HUB**

If a successful Respondent chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Respondent to use HUBs to provide those goods and services where possible.

- **ARTICLE VII. EXPENDITURE PROPOSAL**

- **7.1 EXPENDITURE PROPOSAL**

Attached **Form K** of this RFA includes the template for submitting the Expenditure Proposal. Respondents must complete this form and place it in a separate, sealed package, clearly marked with the respondent's name, the RFA number, and the RFA submission date. Respondents must also submit a copy of its cost allocation plan or recently approved indirect cost rate agreement with the completed **Form K**.

Respondents must base their Expenditure Proposal on the Scope of Work described in **Article II**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Respondent must utilize the HHSC template provided, and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project. **Match is not required under this RFA.**

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.



Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was arrived at.

- **ARTICLE VIII. GENERAL TERMS AND CONDITIONS**

- **8.1 GENERAL CONDITIONS**

- **8.1.1 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by any System Agency to award a contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. The System Agency is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

- **8.1.2 Contract Responsibility**

The System agency will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its contractors.

- **8.1.3 Public Information Act**

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA.

- **8.1.4 News Releases**

Prior to final award a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact Identified in **Article III**.

- **8.1.5 Additional Information**

By submitting a proposal, the Respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

• **ARTICLE IX. SUBMISSION CHECKLIST**

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

**Original Solicitation Response Package**

The Solicitation Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

**1. Organizational Information (Forms A and B-1 or B-2 [as applicable])**

- a. Form A: Face Page \_\_\_\_\_
- b. Form B-1: Governmental Entity (if applicable) \_\_\_\_\_
- c. Form B-2: Non-Profit Entity (if applicable) \_\_\_\_\_

**2. Narrative Proposal (Forms C through I) (Section 2.5)**

- a. Form C: Executive Summary \_\_\_\_\_
- b. Form D: Corporate Background/Experience \_\_\_\_\_
  - i. Key Staffing Profile \_\_\_\_\_
  - ii. Resumes \_\_\_\_\_
- c. Form E: Program Narrative \_\_\_\_\_
- d. Form F: Project Work Plan \_\_\_\_\_
  - i. Job Description(s) \_\_\_\_\_
- e. Form G: Performance Measures \_\_\_\_\_
- f. Form H: Administrative Information \_\_\_\_\_
  - i. Evidence of Non-Profit Status \_\_\_\_\_
  - ii. Conflict of Interest (if applicable) \_\_\_\_\_
  - iii. Contract History \_\_\_\_\_
- g. Form I: Contact Person Information \_\_\_\_\_

**3. Financial Management/Administrative Information and Expenditure Proposal (template included) (Article VII)**

- a. Form J: Financial Management and Administration Questionnaire \_\_\_\_\_
- b. Form K: Expenditure Proposal Template \_\_\_\_\_
  - i. Cost Allocation Plan; **or** \_\_\_\_\_
  - ii. Recently Approved Indirect Cost Rate Agreement \_\_\_\_\_

**4. Applicable Exhibits (to be included in Solicitation Package) (Section 6.5)**

- a. Exhibit A - Respondent Affirmations and Acceptance \_\_\_\_\_
- b. Exhibit C – Data Use Agreement (Including Attachment 2-Security & Privacy Initial Inquiry (SPI) Form) \_\_\_\_\_
- c. Exhibit D - Exceptions Form \_\_\_\_\_
- d. Exhibit E - Federally Required Assurance and Certifications \_\_\_\_\_











- e. Exhibit F - Fiscal Federal Funding Accountability And Transparency Act Form (FFATA Form) \_\_\_\_\_












### **Copies of Solicitation Response Package**




Respondent will provide one electronic copy (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copy must be submitted on a USB Drive and separated by folders.

- 1 Electronic copy of **Organizational Information**
- 1 Electronic copy of **Narrative Proposal**
- 1 Electronic copy of **Financial Management/Administration Information and Expenditure Proposal**
- 1 Electronic copy of **Applicable Exhibits**

• **ARTICLE X. FORMS AND EXHIBITS**

<b>FORM A: FACE PAGE</b>	 Form A - Face Page.docx
<b>FORM B-1: GOVERNMENTAL ENTITY (IF APPLICABLE)</b>	 Form B-1 Governmental Entity
<b>FORM B-2: NON-PROFIT ENTITY (IF APPLICABLE)</b>	 Form B-2 Non Profit Entity.docx
<b>FORM C: EXECUTIVE SUMMARY</b>	 Form C - Executive Summary.docx
<b>FORM D: CORPORATE BACKGROUND/EXPERIENCE</b>	 Form D - Corporate Background&Experi
<b>FORM E: PROGRAM NARRATIVE</b>	 Form E - Program Narrative_rev072117
<b>FORM F: PROJECT WORK PLAN</b>	 Form F - Project Work Plan.docx
<b>FORM G: PERFORMANCE MEASURES</b>	 Form G - Performance Measu
<b>FORM H: ADMINISTRATIVE INFORMATION</b>	 Form H - Administrative Infor
<b>FORM I: CONTACT PERSON INFORMATION</b>	 Form I - Contact Person Information.

<p><b>FORM J: FINANCIAL MANAGEMENT AND ADMINISTRATION QUESTIONNAIRE</b></p>	 Form J - Financial Mgmt & Administrat
<p><b>FORM K: EXPENDITURE PROPOSAL TEMPLATE</b></p>	 Form K - Expenditure Proposi
<p><b>EXHIBIT A: AFFIRMATIONS AND SOLICITATION ACCEPTANCE</b></p>	 <b>Vendor-General-Affirmations.pdf</b>
<p><b>EXHIBIT B: HHSC UNIFORM TERMS AND CONDITIONS</b></p>	 <b>grantee-UTC.pdf</b>
<p><b>EXHIBIT C: DATA USE AGREEMENT &amp; SPI FORM</b></p>	 <b>HHS_SPI.pdf</b>   data-use-agreement.pdf
<p><b>EXHIBIT D: EXCEPTIONS FORM</b></p>	 exceptions_form.docx
<p><b>EXHIBIT E: FEDERALLY REQUIRED ASSURANCE AND CERTIFICATIONS</b></p>	 Federal Assurances and Certifications.pdf
<p><b>EXHIBIT F: FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM (FFATA FORM)</b></p>	 <b>ffata.pdf</b>
<p><b>PROGRAM INFORMATION</b> <b>ATTACHMENT A - RECOVERY ORIENTED SYSTEM OF CARE DEFINITIONS</b></p>	 Adobe Acrobat Document
<p><b>ATTACHMENT B - MONTHLY ACTIVITY SUMMARY</b></p>	 Adobe Acrobat Document

<b>ATTACHMENT C - LIFE DOMAINS</b>	 Adobe Acrobat Document
<b>ATTACHMENT D - TYPES OF RECOVERY SUPPORT</b>	 Adobe Acrobat Document
<b>ATTACHMENT E – OUTCOME MEASURES</b>	 Attachment E - Outcome Measures.