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SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000130500008
UNDER THE SUBSTANCE USE DISORDER
RECOVERY SUPPORT SERVICES
FOR TREATMENT ORGANIZATION (RSS/TO)

I. PURPOSE

The **Health and Human Services Commission** ("System Agency"), a pass-through entity, and **Central Plains Center** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Recovery Support Services Treatment Organization (RSS/TO) services (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Services (PHS) Act, which established the Substance Abuse Prevention and Treatment Block Grant (SABG) Program; and Texas Government Code Chapters 531, to the extent applicable.

III. DURATION

The Contract is effective on September 1, 2020, and terminates on August 31, 2025, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. CONTRACT ELEMENTS

The Contract consists of the following documents and attachments, including all amendments to the documents and attachments that are executed after the Contract's effective date:

ATTACHMENT A	**STATEMENT OF WORK**
ATTACHMENT A-1	**STATEMENT OF WORK SUPPLEMENTAL**
ATTACHMENT A-2	**SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT CONTRACT 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**

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ATTACHMENT I	**SYSTEM AGENCY SOLICITATION NO. HHS0001305 INCLUDING ANY CLARIFICATIONS OR MODIFICATIONS MADE IN RESPONSE TO QUESTIONS SUBMITTED DURING POSTING AND ANY ADDENDUM**
ATTACHMENT J	**GRANTEE'S PROPOSAL FOR SOLICITATION NO. HHS0001305**
ATTACHMENT K	**INDIRECT COST RATE AGREEMENT**

V. ORDER OF PRECEDENCE

In the event of any conflict or contradiction between or among the documents and attachments that comprise the Contract, the documents will control in the following order of precedence:

ATTACHMENT G	**DATA USE AGREEMENT**
THIS SIGNATURE DOCUMENT	
ATTACHMENT A	**STATEMENT OF WORK**
ATTACHMENT A-1	**STATEMENT OF WORK SUPPLEMENTAL**
ATTACHMENT A-2	**SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT CONTRACT SUPPLEMENTAL**
ATTACHMENT B	**BUDGET**
ATTACHMENT E	**SPECIAL CONDITIONS**
ATTACHMENT D	**UNIFORM TERMS AND CONDITIONS**
ATTACHMENT I	**SYSTEM AGENCY SOLICITATION NO. HHS0001305 INCLUDING ANY CLARIFICATIONS OR MODIFICATIONS MADE IN RESPONSE TO QUESTIONS SUBMITTED DURING POSTING AND ANY ADDENDUM**

VI. BUDGET

The total amount of this Contract will not exceed $1,050,000.00.

System Agency Share total reimbursements will not exceed $1,000,000.00 for the period from September 1, 2020 through August 31, 2025, as follows:

1. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $200,000.00
2. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $200,000.00
3. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $200,000.00
4. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $200,000.00
5. Fiscal Year 2025, September 1, 2024 through August 31, 2025: $200,000.00

For each Fiscal Year, Grantee is required to provide, at a minimum, a five percent (5%) match requirement. In accordance with Attachment B, Grantee's budgeted match requirement for each Fiscal Year is $10,000.00.

Total Contract Value will not exceed $1,050,000.00 for the period from September 1, 2020 through August 31, 2025, as follows:

1. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $210,000.00
2. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $210,000.00
3. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $210,000.00
4. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $210,000.00
5. Fiscal Year 2025, September 1, 2024 through August 31, 2025: $210,000.00

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

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

VII. REPORTING REQUIREMENTS

Grantee shall submit all documents identified below, in accordance with **ATTACHMENT A, SECTION II., H, SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS:**

1. Financial Status Reports.
2. Performance Measures.
3. Security Attestation Form and List of Authorized Users
4. Closeout Documents

VIII. 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: Carol Marshall, Contract Manager

Grantee
Central Plains Center
2700 Yonkers
Plainview, TX 79072-1826
Attention: Kay Brotherlon

IX. 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. 49th Street, MC 1911*
Austin, TX 78756
Attention: General Counsel

Grantee
Central Plains Center
2700 Yonkers
Plainview, TX 79072-1826
Attention: Kay Brotherlon

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.

X. Notice Requirements

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

A. include the Contract number;
B. be sent to the person(s) identified in the Contract; and,
C. comply with all terms and conditions of the Contract.

IX. Additional Grant Information

Federal Award Identification Number (FAIN):	B08TI010051-18
Federal Award Date:	10/01/2017
Name of Federal Awarding Agency:	Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)
CFDA Name and Number:	93.959
Awarding Official Contact Information:	Odessa Crocker, Grants Management Officer, Point of Contact is Wendy Pang, Grants Specialist, Contact Number: (240) 276-1419, Facsimile: (240) 276-1430, Email: Wendy.Pang@samhsa.hhs.gov

Signature Page Follows

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000130500008

HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
Sonja Gaines
CD39FD232D2A415...

Name: Sonja Gaines
Title: Assoc. Commissioner IDD/BH

Date of execution: April 2, 2020

CENTRAL PLAINS CENTER

DocuSigned by:
Sherri Bohr
46AFFACA35484CB...

Name: Sherri Bohr
Title: CEO

Date of execution: April 1, 2020

THE FOLLOWING DOCUMENTS ARE HEREBY ATTACHED TO SYSTEM AGENCY CONTRACT NO. HHS000130500008:

ATTACHMENT A	STATEMENT OF WORK
ATTACHMENT A-1	STATEMENT OF WORK SUPPLEMENTAL
ATTACHMENT A-2	SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT CONTRACT SUPPLEMENTAL
ATTACHMENT B	BUDGET
ATTACHMENT C	GENERAL AFFIRMATIONS
ATTACHMENT D	UNIFORM TERMS AND CONDITIONS
ATTACHMENT E	SPECIAL CONDITIONS
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ATTACHMENT G	DATA USE AGREEMENT
ATTACHMENT H	FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM
ATTACHMENT K	INDIRECT COST RATE AGREEMENT

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE TO SYSTEM AGENCY CONTRACT NO. HHS000130500008

ATTACHMENT I	SYSTEM AGENCY SOLICITATION NO. HHS0001305 INCLUDING ANY CLARIFICATIONS OR MODIFICATIONS MADE IN RESPONSE TO QUESTIONS SUBMITTED DURING POSTING AND ANY ADDENDUM
ATTACHMENT J	GRANTEE'S PROPOSAL FOR SOLICITATION NO. HHS0001305

ATTACHMENTS FOLLOW

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ATTACHMENT A

STATEMENT OF WORK (SOW)

I. PURPOSE

To increase the prevalence and quality of long-term recovery from substance use disorders by enhancing an individual's quality of life, resiliency and increased social contribution connections through sustained engagement in long-term Recovery Support Services (RSS).

GOALS

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.

II. GRANTEE RESPONSIBILITIES

A. ADMINISTRATIVE REQUIREMENTS

Grantee will:

1. Provide substance abuse Recovery Support Services under this Contract.
2. Ensure that appropriate staff participate in System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.
3. 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; this is not an allowable cost or to be used as Match under this Contract).
4. 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 the System Agency.
5. Work with System Agency staff to increase collaboration between Grantee's treatment staff and Recovery Coaches to improve Participant outcomes.

B. SERVICE DELIVERY REQUIREMENTS

Grantee will:

1. Comply with all applicable rules adopted by the System Agency related to substance

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abuse 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. Review and update the mission statement to ensure that recovery principles and values continue to 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. Submit required reports to System Agency-funded evaluation contractor in the System Agency-approved format.
5. Ensure the following recovery-oriented values and principles in their organization's service delivery:
   a. Choice and Self Determination. Grantee will:
      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. Grantee will:
      i. Implement an assessment process for Participants that explores the multiple life domains and assesses the strengths, challenges, and goals, 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. Grantee will:
      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:

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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. Grantee will:

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 are offered education and support.

e. Continuity of Care. Grantee will:

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 three times per week within the first 30-90 days).

v. Implement recovery-oriented practices such as motivational interviewing.

vi. 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. Grantee will:

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. Grantee will:

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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. Grantee will:
   i. Promote Recovery Coach Self Care. Recovery Self-Care will be supported through supervision, staff recognition, recovery cafés, and group check-ins.
   ii. Implement a process to support a Recovery Coach who struggles or relapses in their recovery.

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 Affiliation.
8. Through the use of focus groups, interviews, or surveys, receive information from those receiving services and that information gathered is then shared with the Grantee'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. 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.
11. Maintain all documents that require Participant, staff, or volunteer signature in the Participants' physical record for review by System Agency staff.
12. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with Participants, family members, and supportive allies.
13. Maintain current written policies and procedures on file and available for review by System Agency staff.
14. Ensure Grantee's policies and procedures 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.
15. 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.
16. 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 orientation.
17. Post the days and hours of operation at all building sites and entrances.
18. Ensure that Recovery Coaches are available five days-per-week.
19. 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.

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20. Provide flexible hours of services based on the needs of individuals seeking services.
21. Maintain documentation of Continuing Education Units (CEUs) on employees and volunteers in their personnel file and make available for System Agency review.
22. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for System Agency review.
23. Provide written job descriptions for personnel assigned to input data into the System Agency-approved electronic record.
24. 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.
25. Establish and maintain working linkages through Memoranda 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.
26. 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.
27. Use recovery-oriented, person-first language and service delivery that reflects recovery.
28. 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

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being served.

29. Keep all Participant surveys on file for System Agency review.
30. Provide Recovery Support Services to individuals via pre-treatment assertive outreach and engagement.

C. STAFFING AND STAFF COMPETENCIES

Grantee will:

1. Ensure that all full-time newly hired Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within their first 5 months of hire.
2. Ensure that all part-time newly hired Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification Board of Addiction Professionals within their first 9 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 their first 12 months of hire.
4. Provide the 46-hour System Agency-approved Recovery Coach training for new Recovery Coaches.
   a. Reimburse Recovery Coach Trainer for incurred travel costs (transportation, meals, lodging, and incidentals).
      i. Training and travel reimbursement for the 46-hour training will not exceed $1,300.00.
      ii. Travel expenses will be in accordance with the State of Texas travel guidelines.
   b. Ensure completion of training for new Recovery Coaches within 30 days after date of employment or within 30 days of contract start date of this Contract.
5. 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 with 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.
6. Ensure Recovery Coach's both paid and volunteer are:
   a. Provided opportunities for leadership development
   b. Provided peer leadership training on topics such as:
      i. Goal setting and developing strategies;
      ii. Strategic planning;
      iii. Conflict resolution;
      iv. Conducting focus groups;

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v. Consensus building;
vi. Group facilitation skills; and
vii. Cultural diversity.

7. 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.
   e. Assist Recovery Coach's in Managing their participant caseload
8. 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.
9. Ensure that recovery supervisors have been trained on matching the participant's intensity of need and dose of service.
10. Ensure that Recovery Coach's maintain an excel spread sheet identifying participants receiving long-term coaching and their level of need.
11. Ensure Recovery Coaches, recovery peers, and volunteers have access to continuing education in advocacy, mentoring, recovery support and ethical responsibility.
12. Ensure that staff who conduct and/or enter Participant data into the System Agency approved electronic record will have attended the System Agency data entry training or have completed their data entry training via webinar.
13. Document completion of data entry training in employee's folder and have available for review by System Agency.
14. 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).
15. 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.
16. Include Recovery Coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.

D. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

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1. Prior to employment, conduct and document criminal background checks 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. GUIDANCE ON INCENTIVES AND ALTERNATIVE ACTIVITIES

If an incentive or alternative activity is not described within this Contract, Grantee will contact System Agency staff for prior approval before implementation of the activity.

1. Incentives are allowable under this Contract. An incentive can be given to a Participant to encourage participation and to participant at the 12-month follow-up of being in the program.
   a. Incentives may be in the form of retail gift or service cards not to exceed more than $30.00 per participant, per event. Incentives per participant cannot exceed $100.00 per fiscal year.
2. Grantee 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.
   b. Grantee may provide one-time funds (up to $450/per Participant) per fiscal year.
3. Grantee may provide Participants assistance with paying for utilities. Grantee may provide one-time funds (up to $250/per Participant) per fiscal year.
4. Grantee may provide Participants assistance with paying for transportation. This includes bus passes, rails, taxi, of this Contract.
5. Grantee may purchase general supplies for recovery services such as appointment cards, pens, copies, not to exceed $1,000 for this fiscal period.

6. Indirect Recovery Support Services may be donated services and used as Match under this Contract. Grantee 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.
7. Grantee may use funds for social activities (purchase movie to show at Grantee's site, bowling, disc jockey [DJ]) that promote peer support and connectivity (up to $550/per activity) per fiscal year.
8. Grantee may transport Participant to referral services and will be reimbursed for mileage costs incurred for Grantee-provided transportation.

F. DATA REPORTING REQUIREMENTS

Grantee will:

1. Meet all data reporting requirements as established by System Agency.
2. Document and report all specified recovery activities, and services in the System Agency Clinical Management for Behavioral Health Services (CMBHS) as directed by System Agency in accordance with this Contract, unless otherwise noted.
3. Submit invoices and financial status reports (FSRs) through the CMBHS in accordance with this Contract, unless otherwise noted.
4. 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.

E. Use CMBHS to conduct and document interviews for participants receiving individual recovery coaching at enrollment into the program's recovery coaching services.

G. 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 quarter of the Contract term. * *Final FSR due within 45 days after the end of this fiscal term.*
Performance Measures	Due 15th day of the following month
Security Attestation Form and List of Authorized Users	Within 15 days of contract execution and March 15th
Closeout documents	45 days after the end of this fiscal term.

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

III. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee Shall:

1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically within fifteen (15)

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days of contract execution, and March 15 to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).

IV. INVOICE AND PAYMENT

Grantee shall:

1. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A due no later than the 15th of the following month. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
2. Submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. The final FSR is due within 45 days after Contract end date.
3. Comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, and the Uniform Grant Management Standards (UGMS) Standards.
4. Review and comply with the System Agency's Grants Technical Assistance guide, which provides guidance on financial administration in order to clarify applicable laws, rules and regulations. The Guide is located at the following: https://hhs.texas.gov/doing-business-hhs/grants.

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ATTACHMENT A-1

STATEMENT OF WORK SUPPLEMENTAL

A. CONTRACT INFORMATION

Vendor ID:	75-1294355
Grantee Name:	Central Plains Center
Contract Number:	HHS000130500008
Contract Type	Treatment
Payment Method:	Cost Reimbursement
DUNS Number:	066391962
Federal Award Identification Number (FAIN)	B08TI010051-18
Solicitation Document:	Texas Health and Human Services Commission, Request for Applications for Recovery Support Services for Community-Based Organization (RSS/CBO) and Treatment Organization (RSS/TO), RFA #HHS0001305, issued October 11, 2019.

B. SERVICE AREA:

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

Region (#): 1 Bailey, Briscoe, Castro, Floyd, Hale, Lamb, Motley, Parmer, Swisher

C. POPULATION SERVED:

Individuals, their family members, significant others and supportive allies, who are affected by the use and/or consequences of alcohol and other drugs, which may include co-occurring use of other substances, mental, and primary health conditions. This population may include men; woman; pregnant woman and/or woman 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 substance abuse.

D. RENEWALS:

No renewal options available for this Contract.

E. CONTACT INFORMATION

Name:	Carol Marshall
Email:	Carol.Marshall3@hhsc.state.tx.us
Telephone:	512-206-5064
Address:	909 W 45th 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 15th 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 quarterly performance measures are set at the minimum required standard, and subject to change by System Agency.

Recovery Support Services	**Sept-Nov**	**Dec-Feb**	**Mar-May**	**Jun-Aug**	**TOTAL**
Number of participants formally enrolled in long-term Recovery Coaching	18	18	18	18	72
Number of new/unduplicated participants who received any type of direct recovery services	140	140	140	140	560

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Number of new/unduplicated participants who received any type of indirect recovery services	20	20	20	20	80
Number of new/unduplicated participants who received any type of education services	30	30	30	30	120
Number of participants who completed a 12-month follow-up interview	15	15	15	15	60
Number of participants who have reduced and/or maintained abstinence at 12-month Follow-up interview	15	15	15	15	60
Number of participants involved in recovery activities during the past 30 days at 12-month Follow-up interview	13	13	13	13	52
Number of participants who demonstrate increased Assessment of Recovery Capital total scores at 12-month Follow-up interview	15	15	15	15	60

G. PERFORMANCE MEASURE DEFINITIONS AND REPORTING

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

   Participants who enroll in long-term Recovery Coaching engage one-on-one with a recovery coach for a minimum of 12 months, identify strengths and resources that can be used to pursue personal recovery goals, develop an individualized strength-based Recovery Plan, and participate in 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 new/unduplicated participants who received any type of Direct Recovery Support.**

   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.

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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.

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.

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

   Grantee will 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.

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 shall be engaged and receive the program required Recovery Support services. The following are activities that may be counted but not limited to 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.

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

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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.

H. REQUIRED PERFORMANCE OUTCOMES

1. **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%)

   The percent of participants 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

2. **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%)

   The percent of individuals 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 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

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12-Month Follow-Up Interview when compared to the initial interview at enrollment.

3. **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%)

The percent of individuals 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.

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ATTACHMENT A-2

Substance Abuse Prevention and Treatment (SAPT) Block Grant Contract Supplement

The following are important details regarding federal award requirements for Grantees funded with SAPT Block Grant funds:

1. The Catalog of Domestic Federal Assistance (CFDA) number for the SAPT Block Grant is 93.959.

2. The award period covers the term identified in the Contract.

As a subrecipient of the SAPT Block Grant, the Grantee must adhere to each of the applicable requirements below:

45 CFR § 96.127 Requirements Regarding Tuberculosis (TB)

1. The Grantee must, directly or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance abuse:

    a. Counseling the individual with respect to TB;
    b. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual; and
    c. Appropriate medical evaluation and treatment for individuals infected by mycobacteria TB.

2. For clients denied admission on the basis of lack of capacity, the Grantee must refer such clients to other providers of TB services.

3. The Grantee must have infection control procedures that are consistent with those established by Texas Department of State Health Services, Infectious Disease Control Unit, to prevent the transmission of TB and that address the following:

    a. Screening and identifying those individuals who are at high risk of becoming infected;
    b. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2; and
    c. Case management activities to ensure that individuals receive such services.

4. The Grantee must report all individuals with active TB to the Texas Department of State Health Services, Infectious Disease Control Unit, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

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CFR § 96.131 Treatment Services for Pregnant Women

1. The Grantee must give preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services.

2. If the Grantee serves an injecting drug-abusing population, the Grantee must give preference to treatment as follows:

   a. Pregnant injecting drug users;
   b. Other pregnant substance abusers;
   c. Other injecting drug users; and
   d. All others.

3. The Grantee must refer pregnant women to the State when the Grantee has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

4. The Grantee must make interim services available within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

5. The Grantee must offer interim services, when appropriate, that include, at a minimum[1], the following:

   a. Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur;
   b. Referral for HIV or TB treatment services, if necessary;
   c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus; and
   d. Refer pregnant women for prenatal care

45 CFR § 96.132 Additional Requirements

1. The Grantee must make continuing education in substance abuse treatment and prevention available to employees who provide the services.

2. The Grantee must have in effect a system to protect patient records from inappropriate disclosure, and the system must:

[1] Interim services may also include federally approved interim methadone maintenance.

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a. Comply with all applicable State and Federal laws and regulations, including 42 CFR part 2.

Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure

45 CFR § 96.135 Restrictions on the Expenditure of the Grant

1. The Grantee cannot expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

    a. The individual cannot be effectively treated in a community-based, nonhospital, residential treatment program;
    b. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program;
    c. A physician makes a determination that the following conditions have been met:
        i. The primary diagnosis of the individual is substance abuse, and the physician certifies that fact;
        ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;
        iii. The service can reasonably be expected to improve the person's condition or level of functioning; and
        iv. The hospital-based substance abuse Contractor follows national standards of substance abuse professional practice.
    d. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program)

2. Further, the Grantee cannot expend SAPT Block Grant funds to:

    a. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;
    b. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
    c. Provide financial assistance to any entity other than a public or nonprofit private entity;
    d. Make payments to intended recipients of health services;
    e. Provide individuals with hypodermic needles or syringes; and

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f. Provide treatment services in penal or correctional institutions of the State.

45 CFR § 96.137 Payment Schedule

The Grantee must ensure that SAPT Block Grant funds for special services for pregnant women and women with dependent children, TB services, and HIV early intervention services are the "payment of last resort," and the Grantee must make every reasonable effort to do the following to pay for these services:

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

2. Secure from individuals or client's payments for services in accordance with their ability to pay.

Audit

The Grantee shall adhere to the following requirements:

1. If the Contractor expends $500,000 or more in Federal financial assistance during the program's fiscal year, an independent financial and compliance audit must be completed by a Certified Public Accounting firm in accordance with Office of Management and Budget (OMB) Circular A-133. The Contractor must submit two copies of the audit report to the State's Health and Human Services Commission Contract Oversight and Support, and the Office of Inspector General within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section of the State's General Provisions or Universal Terms and Conditions.

2. The Grantee must also submit a data collection form and reporting package to the Federal Audit Clearinghouse.

3. The Grantee may access the Transactions List report in the Clinical Management for Behavioral Health Services (CMBHS) system to identify the amount of Federal Financial Assistance included in this award by each transaction.

4. If the A-133 audit report includes findings or questioned costs, the Grantee may be required to develop and implement a corrective action plan that addresses the audit findings and recommendations contained therein. The Grantee must submit the corrective action plan to the State's Health and Human Services Commission, Office of Inspector General (OIG) by the designated due date identified in the OIG Agency Findings Letter.

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5. The Grantee must retain records to support expenditures and make those records available for review or audit by appropriate officials of SAMHSA, the awarding agency, the General Accountability Office and/or their representatives.

Salary Limitation

The Grantee cannot use the SAPT Block Grant to pay salaries in excess of Level I of the Federal Senior Executive pay scale.

Charitable Choice

1. If the Grantee is an SAPT Block Grant-funded Grantee that is part of a faith-based organization, the Grantee may:

    a. Retain the authority over its internal governance;
    b. Retain religious terms in its name;
    c. Select board members on a religious basis;
    d. Include religious references in the mission statements and other governing documents; and
    e. Use space in its facilities to offer Block Grant-funded activities without removing religious art, icons, scriptures, or other symbols.

2. If the Grantee is part of a faith-based organization, the Grantee cannot use SAPT Block Grant funds for inherently religious activities such as the following:

    a. Worship;
    b. Religious instruction; and
    c. Proselytization.

3. The Grantee may only engage in religious activities listed under 2. above if both of the following conditions are met:

    a. The activities are offered separately, in time or location, from Block Grant-funded activities; and
    b. Participation in the activities is voluntary.

4. In delivering services, including outreach activities, SAPT Block Grant-funded religious organizations cannot discriminate against current or prospective program participants based upon:

    a. Religion;
    b. Religious belief;
    c. Refusal to hold a religious belief; and

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d. Refusal to actively participate in a religious practice

5. If an otherwise eligible client objects to the religious character of the Grantee, the Grantee shall refer the client to an alternative provider within a reasonable period of time of the objection.

6. If the Grantee is a religious organization, the Grantee must:

   a. Use generally accepted auditing and accounting principles to account for SAPT Block Grant funds similar to other nongovernmental organizations;
   b. Segregate Federal funds from non-Federal funds;
   c. Subject Federal funds to audits by the government; and
   d. Apply Charitable Choice requirements to commingled funds when State/local funds are commingled with Block Grant funds.

45 CFR § 96.126 Capacity of Treatment for Intravenous Substance Abusers

If the Grantee treats injecting drug users, the Grantee must:

1. Within seven (7) days, notify the State whenever the Grantee has reached 90 percent of its treatment capacity.

2. Admit each individual who requests and is in need of treatment for intravenous drug abuse:

   a. No later than fourteen (14) days after making the request, or
   b. Within 120 days of the request if the Grantee has no capacity to admit the individual, the Grantee makes interim services available within 48 hours, and the Grantee offers the interim services until the individual is admitted into a substance abuse treatment program.

3. Offer interim services, when appropriate, that include, at a minimum, two (2) of the following:

   a. Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission do not occur;
   b. Referral for HIV or TB treatment services, if necessary; and
   c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women.

[2] Interim services may also include federally approved interim methadone maintenance.

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4. Maintain a waiting list that includes a unique individual identifier for each injecting drug abuser seeking treatment, including individuals receiving interim services while awaiting admission.

5. Maintain a mechanism that enables the program to:

    a. Maintain contact with individuals awaiting admission; and
    b. Consult with the State's capacity management system to ensure that waiting list clients are admitted or transferred to an appropriate treatment program within a reasonable geographic area at the earliest possible time

ATTACHMENT B

BUDGET

A. Funding is from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), which requires compliance to 45 CFR Part 96, Subpart C, as applicable: https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c;

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 Catalog of Federal Domestic Assistance (CFDA) number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959. The CFDA number is identified in the CMBHS Transactions List report.

D. The Substance Abuse Prevention Treatment Block Grant, CFDA number 93.959 requires a five percent match requirement.

E. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

F. Funding

1. System Agency Share total reimbursements will not exceed $1,000,000.00 for the period from September 1, 2020 through August 31, 2025, as follows:
   a. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $200,000.00
   b. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $200,000.00
   c. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $200,000.00
   d. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $200,000.00
   e. Fiscal Year 2025, September 1, 2024 through August 31, 2025: $200,000.00

2. For each Fiscal Year noted in Section F, (1) (a-e), Grantee's budgeted match requirement is $10,000.00.

3. Total Contract Value will not exceed $1,050,000.00 for the period from September 1, 2020 through August 31, 2025, as follows:
   a. Fiscal Year 2021, September 1, 2020 through August 31, 2021: $210,000.00
   b. Fiscal Year 2022, September 1, 2021 through August 31, 2022: $210,000.00
   c. Fiscal Year 2023, September 1, 2022 through August 31, 2023: $210,000.00
   d. Fiscal Year 2024, September 1, 2023 through August 31, 2024: $210,000.00
   e. Fiscal Year 2025, September 1, 2024 through August 31, 2025: $210,000.00

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G. Cost Reimbursement Budget

1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.

2. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:

   a. Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.

   b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (G)(2)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

   c. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

H. Below is the approved cumulative Categorical budget:

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PERSONNEL	$100,310
FRINGE BENEFITS	$13,598.00
TRAVEL	$6,882
SUPPLIES	$1,000.00
CONTRACTUAL	$0.00
EQUIPMENT	$0.00
OTHER	$44,070.00
TOTAL DIRECT CHARGES	$183,860
INDIRECT CHARGES	$26,180.00
TOTAL CONTRACT VALUE	$210,000
MATCH	$10,000.00
SYSTEM AGENCY SHARE	$200,000.00

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CONTRACT AFFIRMATIONS

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

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Contractor understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
6. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.
7. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this

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Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

10. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

11. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

12. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

13. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

14. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

15. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

16. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

17. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation 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).

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18. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

19. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

20. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
    - providing equivalent access for effective use by both visual and non-visual means;
    - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
    - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

    For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

    In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

21. If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

22. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

23. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services

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under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

24. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

25. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.

26. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

27. Contractor understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

28. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

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29. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC 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 HHSC shall constitute breach of contract and may result in immediate contract termination.

30. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

    (a) all persons employed by Contractor to perform duties within Texas; and

    (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

32. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

33. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

34. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

35. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract

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or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

36. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor: Central Plains Center MHMR

DocuSigned by: Sherri Bohr 46AFFACA35484CB...	April 1, 2020
uthorized Representative	**Date Signed**
Sherri Bohr	8062932636
Printed Name and Title of Authorized Representative	**Phone Number**
751294355	8062965408
Federal Employer Identification Number	**Fax Number**
066391962	sherrib@clplains.org
DUNS Number	**Email Address**
2700 Yonkers	Plainview TX 79072
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

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HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: September 1, 2017
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions -

State Governmental Body

Version 2.14

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, 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 Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page 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, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverables" means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

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

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions."

"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.

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

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Parties" means the System Agency and Performing Agency, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Performing Agency" means the State Agency providing the goods or services defined in this Contract.

"Project" means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Receiving Agency" means the State agency receiving the benefit of the goods or services provided under this Contract.

"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.

"Services" means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"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.

"Subcontractor" means an individual or business that performs part or all of the obligations of Performing Agency under this Contract.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Performing Agency.

"Work" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

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 shall 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 shall 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 shall be deemed modified by the phrase "in its sole discretion."

J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

2.02 Funding

A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

B. Furthermore, any claim by Performing Agency for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Performing Agency, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

C. 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. Contractor 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 shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Performing Agency 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 Performing Agency is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Performing Agency 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 Performing Agency is in compliance with each of the requirements reflected therein. **In addition, Performing Agency certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

C. Performing Agency must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Performing Agency for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or Subcontractors shall 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 shall 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

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authorized representatives. In addition, agencies of the State of Texas that shall 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, Performing Agency shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

A. At Performing Agency's sole expense, Performing Agency must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the Services, Performing Agency must provide to HHSC upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Performing Agency 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. Performing Agency agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Performing Agency and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Performing Agency to offset overpayments made to the Performing Agency. 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. Performing Agency understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in

accordance therewith. Performing Agency shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Performing Agency and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Performing Agency or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

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

A. suspending all or part of the Contract;
B. requiring the Performing Agency to take specific corrective actions in order to remain in compliance with term of the Contract;
C. recouping payments made to the Performing Agency found to be in error;
D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
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, rule.

6.02 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.

6.03 Termination for Cause

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 Performing Agency 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 Performing Agency's duties under the Contract.

6.04 Equitable Settlement

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 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 shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Performing Agency not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

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

7.04 Standard Terms and Conditions

A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.

C. The System Agency shall own, and Performing Agency hereby assigns to the System Agency, all right, title, and interest in all tangible Work.

D. Performing Agency shall 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/or 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.

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E. This Contract and the rights and obligations of the Parties hereto shall 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 shall be in a court of competent jurisdiction in Travis County, Texas. Performing Agency 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. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**

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

G. 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 shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Performing Agency.

H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are 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 such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.

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J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.

K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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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 2.14

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.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"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 6.02 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.

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"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

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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 Education to Persons in Residential Facilities

Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility

Section 5.04 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:

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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 5.05 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 5.06 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 5.07 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 5.08 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 5.09 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 5.10 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 5.11 Notice of a License Action

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

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

Section 5.12 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.

Section 5.13 Child Abuse Reporting Requirement

a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.System Agency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 5.14 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are

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taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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FEDERAL ASSURANCES FOR NON-CONSTRUCTION PROJECT AND FEDERAL LOBBYING FORM

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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.

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	TITLE
DocuSigned by: Sherri Bolar 46AFFACA35484CB...	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Central Plains Center	April 1, 2020

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

Central Plains Center

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Sherri | Middle Name:

* Last Name: Bohr | Suffix:

* Title: CEO

* SIGNATURE: DocuSigned by: Sherri Bohr 46AFFACA354840B... | * DATE: April 1, 2020

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HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part 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 for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"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. 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 Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"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.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"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, authorized representatives 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.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
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, 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, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 Payment Methods

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
   i. 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;
   ii. 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
   iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

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

2.2 Final Billing Submission

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

2.3 Financial Status Reports (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 Use of Funds

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

2.5 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.

2.6 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 Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, 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 Program Income for the purposes and under the conditions specified in this Contract.

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2.7 Nonsupplanting

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 Allowable Costs

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 Indirect Cost Rates

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 Funding

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 No Debt Against the State

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

3.3 Debt and Delinquencies

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 Recapture of Funds

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "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 shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. 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. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. 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, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	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 and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee's fiscal year, expends 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 federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall 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.

iv. 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.

v. 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.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 Submission of Audits and Financial Statements

A. Audits
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 via:
   i. HHS portal at: or,
      https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau
   ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements
Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:
   i. HHS portal at:
      https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
   ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 Federal Certifications

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 Grantee's Pre-existing Works

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 Agreements With Employees and Subcontractors

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 Delivery Upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 Survival

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 Books and Records

Grantee shall 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 shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall 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 shall 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 shall 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 Office of the Texas Attorney General, 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 shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 Response/compliance with audit or inspection findings

A. Grantee must act to ensure its and its Subcontractors' 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 services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall 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.

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7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The 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, under the direction of the legislative audit committee, 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 state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Grantee found to be in error;
iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

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

i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in 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.

ii. **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.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall 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 shall 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 shall 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.

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

9.3 LEGAL OBLIGATIONS

Grantee shall 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 shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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9.4 Permitting and Licensure

At Grantee's sole expense, Grantee shall 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 shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 Assignments

A. 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.

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

9.7 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). 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 for all purposes when it is issued.

9.9 Dispute Resolution

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. 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.

9.10 Governing Law and Venue

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 Severability

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

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 Survivability

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 No Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 Publicity

A. 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.
B. 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.
C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 Prohibition on Non-compete Restrictions

Grantee shall 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.

9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 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.

9.19 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.

9.20 Proper Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

i. all persons employed to perform duties within Texas during the term of the Contract; and
ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. 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.

C. 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.

D. 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://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. 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.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

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9.23 System Agency Data

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

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EXHIBIT D- TYPES OF RECOVERY SUPPORT

Type of Support	Description	Service Menu (not exclusive)
Emotional	Demonstrate empathy, caring, or concern to bolster a person's self-esteem, hope and confidence	• Peer Mentoring • Recovery Coaching • Peer-led Support Groups
Informational	Share knowledge and information and/or provide life or vocational skills training	• Parenting class • Job readiness training • Wellness seminars
Instrumental	Provide concrete assistance to help others accomplish tasks that are connected to (re)building their life in their community	• Child Care • Transportation • Help accessing community health and social services • Housing Supports
Affiliational	Facilitate contact with other individuals to promote learning of social and recreational skills, create community, and acquire a sense of belonging	• Recovery centers • Alcohol and drug free socialization opportunities

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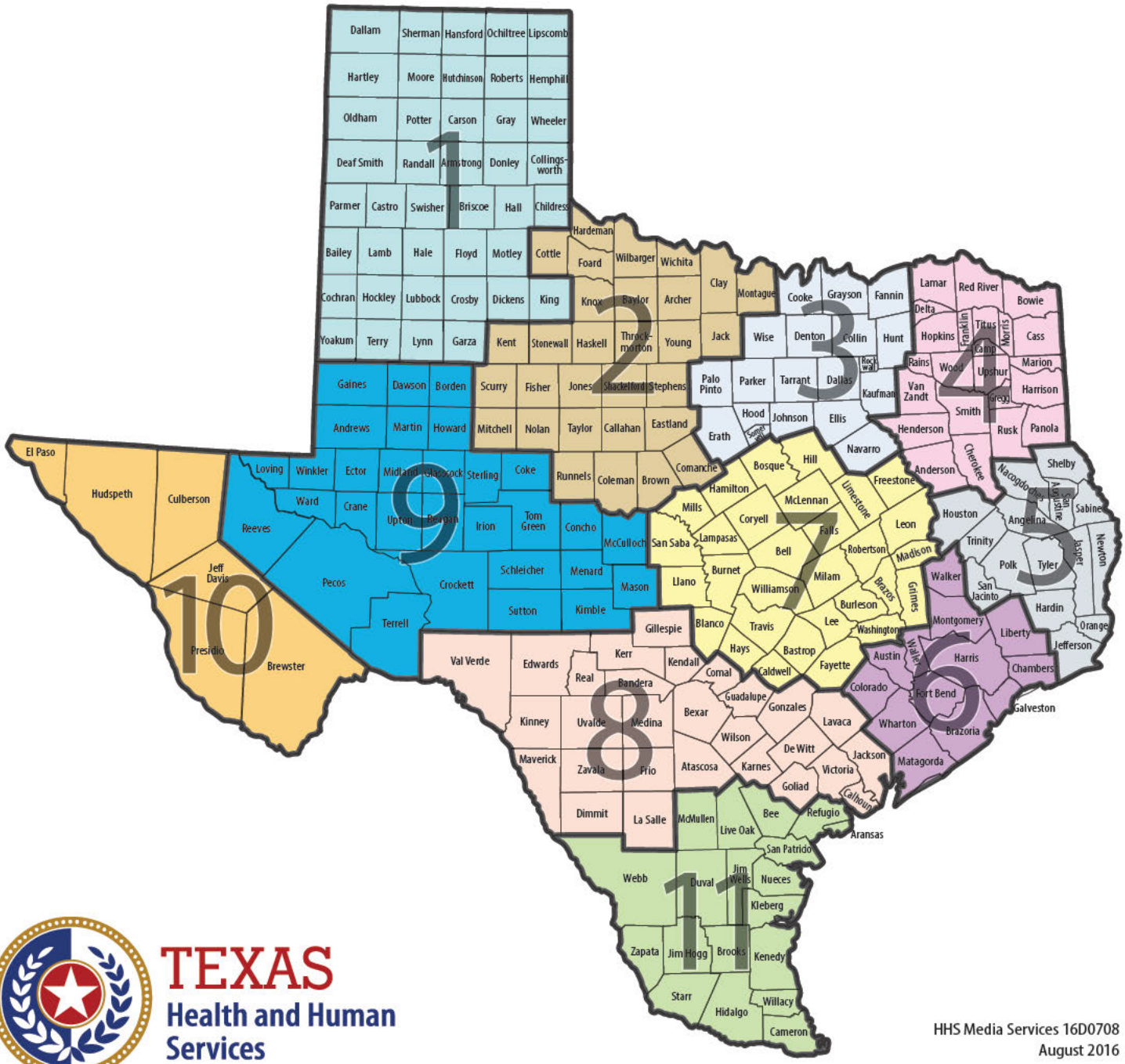
Health and Human Services (HHS) Offices by County

Regional offices	○	HHS regions	●	County boundaries	●
Cities and rivers	○	HHS region labels	●	County names	●



TEXAS
Health and Human Services

HHS Media Services 16D0708
August 2016

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List of Counties by Region

Region 1

Armstrong
Bailey
Briscoe
Carson
Castro
Childress
Cochran
Collingsworth
Crosby
Dallam
Deaf Smith
Dickens
Donley
Floyd
Garza
Gray
Hale
Hall
Hansford
Hartley
Hemphill
Hockley
Hutchinson
King
Lamb
Lipscomb
Lubbock
Lynn
Moore
Motley
Ochiltree
Oldham
Parmer
Potter
Randall
Roberts
Sherman
Swisher
Terry
Wheeler
Yoakum

Region 2

Archer
Baylor
Brown
Callahan
Clay
Coleman
Comanche
Cottle
Eastland
Fisher
Foard
Hardeman
Haskell
Jack
Jones
Kent
Knox
Mitchell
Montague
Nolan
Runnels
Scurry
Shackelford
Stephens
Stonewall
Taylor
Throckmorton
Wichita
Wilbarger
Young

Region 3

Collin
Cooke
Dallas
Denton
Ellis
Erath
Fannin
Grayson
Hood
Hunt
Johnson
Kaufman
Navarro
Palo Pinto
Parker
Rockwall
Somervell
Tarrant
Wise

Region 4

Anderson
Bowie
Camp
Cass
Cherokee
Delta
Franklin
Gregg
Harrison
Henderson
Hopkins
Lamar
Marion
Morris
Panola
Rains
Red River
Rusk
Smith
Titus
Upshur
Van Zandt
Wood

Region 5

Angelina
Hardin
Houston
Jasper
Jefferson
Nacogdoches
Newton
Orange
Polk
Sabine
San Augustine
San Jacinto
Shelby
Trinity
Tyler

Region 6

Austin
Brazoria
Chambers
Colorado
Fort Bend
Galveston
Harris
Liberty
Matagorda
Montgomery
Walker
Waller
Wharton

Region 7

Bastrop
Bell
Blanco
Bosque
Brazos
Burleson
Burnet
Caldwell
Coryell
Falls
Fayette
Freestone
Grimes
Hamilton
Hays
Hill
Lampasas
Lee
Leon
Limestone
Llano
Madison
McLennan
Milam
Mills
Robertson
San Saba
Travis
Washington
Williamson

Region 8

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

Region 9

Andrews
Borden
Coke
Concho
Crane
Crockett
Dawson
Ector
Gaines
Glasscock
Howard
Irion
Kimble
Loving
Martin
Mason
McCulloch
Menard
Midland
Pecos
Reagan
Reeves
Schleicher
Sterling
Sutton
Terrell
Tom Green
Upton
Ward
Winkler

Region 10

Brewster
Culberson
El Paso
Hudspeth
Jeff Davis
Presidio

Region 11

Aransas
Bee
Brooks
Cameron
Duval
Hidalgo
Jim Hogg
Jim Wells
Kenedy
Kleberg
Live Oak
McMullen
Nueces
Refugio
San Patricio
Starr
Webb
Willacy
Zapata

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Exhibit F - LIFE DOMAINS

1. Recovery from substance use or abuse: directly related to obtaining and maintaining abstinence from alcohol or other drugs.
   a. Learning how to access and use Alcoholics Anonymous (AA) or Narcotics Anonymous (NA) meetings, developing a recovery plan,
   b. Assets and strengths can include any periods of abstinence (and what worked during those periods), experience with and access to a self- help/mutual help group and having a sponsor, having access to supportive participants (e.g., partner, parent, pastor, or friend), or being assertive.
   c. Barriers to recovery can include living in an area that has easy access to illicit drugs or living within a household where other residents drink or use drugs, working in bar, having no access to childcare or having no identified person to call for help.

2. Living and financial independence: any self-defined goals associated with acquiring, maintaining, or improving a persons' independence in living and finances.
   a. Improving a persons' current living situation (e.g., location, affordability, proximity to public transportation, and safety); specific features of the residence (e.g., cleanliness, clutter, size, furniture, comfort and density); other occupants (e.g., children, parents, roommates, or a significant other); and access to basic necessities, such as food and clothing.
   b. Assets and strengths can include past experiences of living independently, being frugal or good with managing limited funds, being a great cook, having no debt, having access to medical insurance, owning a car, or having easy access to transportation.
   c. Barriers to living or financial independence can include being homeless or living in an unstable living situation, living with an abusive partner or family member, having limited or no access to transportation, having substantial debt or legal fees, having a felony conviction, an inability to manage symptoms of an anxiety, mood, or psychotic disorder, no access to child support, or limited access to food and clothing for the person or his or her children.

3. Employment and education: any activities directly related to acquiring or improving employment options or education.
   a. Finding a job and the multitude of activities associated with searching for and acquiring employment, learning how to work on a computer, purchasing work-related supplies (e.g., clothing, computer, or tools), enrolling in a vocational training program or technical school, completing a GED or high school diploma, or enrolling in and completing a college degree.
   b. Assets and strengths can include having a job, previous work history and vocational skills, having a car or tools for a job, having computer skills, current educational level, certificates acquired, being enrolled in

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educational classes, being a good student, being intelligent or a quick learner, possessing organizational skills or an attention to detail, loving school, or having access to financial aid for school.

c. Barriers to employment or education can include having a felony conviction, limited or no access to transportation, an untreated or unstable medical condition (e.g., diabetes, high blood pressure, obesity, migraine headaches or lower back pain), an inability to manage psychiatric symptoms that can occur while working (e.g., social phobia, panic attacks, paranoia, or hallucinations), having an untreated attention deficit disorder, or having a general fear of returning to or entering the workforce (e.g., fear of failing or losing SSI or SSDI benefits).

4. Relationships and social supports: any activities associated with participants' relationships and social networks.
   a. Improving or expanding sober social networks, finding friends, finding a romantic partner, mending relationships with partners or family members, or learning the skills to socialize without alcohol or other drugs. Goals can also include improving relationships with children or resolving an ongoing DCFS case.
   b. Assets and strengths can include positive or supportive members of the consumers' social network, such as family, friends, significant others, clergy, or counselors. Strengths can also include being funny, friendly, kind-hearted, assertive, adventurous, or athletic. This list should not
   include participants who are detrimental to the persons' recovery, but are in their social network, such as drug dealers or an abusive spouse or family member. This category can also include access to social outlets, church, weekly family outings, or a club
   c. Barriers to improving social supports and relationships can include social phobia or panic attacks that occur in public places, lack of access to transportation, lack of child care, living in an unsafe or unstable environment, or limited social skills.

5. Medical health: medical or primary care issues, including medical issues of the persons' children.
   a. Acquiring medication, receiving a medical evaluation or access to pre- or postnatal care, losing weight or learning how to improve diet, learning how increase exercising, learning how to manage pain or a chronic medical condition (e.g., arthritis), learning how to manage stress, or acquiring medical insurance.
   b. Assets and strengths can include having good health, having access to a primary care physician or psychiatrists, having the ability to manage a complicated medication regimen, having a good diet and eating habits, enjoys exercising, knowledge and skills associated with stress management and meditation, and disease management skills for a chronic medical condition, such as diabetes.
   c. Barriers to achieving good medical health include limited access to a kitchen

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or having limited cooking or shopping skills, an eating disorder, experiencing side effects from prescribed medications, limited or no access to medical care or having no medical insurance, poor memory associated with taking medications as prescribed or having a complicated medication regimen, or limited time management skills.

6. Leisure and recreation: any activities associated with improving or expanding leisure activities, hobbies, or artistic interests.
   a. Learning new hobbies (or picking up an old one), taking a photography or art class, attending a concert, going fishing or hiking, joining a softball league or playing golf with some friends, going to the movies or reading a new book, learning to manage time, writing poetry, or playing the guitar.
   b. Assets and strengths can include having hobbies, sources of entertainment, or recreational activities; having access to social events (e.g., going out dancing with a friend or camping with family); or being musically or artistically gifted.
   c. Barriers to achieving leisure and recreational goals can include lack of access to transportation, physical impairments (e.g., obesity or chronic back pain), poor or limited time-management skills, side effects from psychotropic medications (e.g., drowsiness or fatigue), or panic attacks or social phobia.

7. Independence from legal problems and institutions: any activities associated with the resolution of legal problems or sentences.
   a. Attending court hearings, following the guidelines of probation/parole or completing the requirements, paying-off legal fees, obtaining a lawyer, following the guidelines of a drug court or similar problem-solving court program, or completing community hours.
   b. Assets and strengths can include a demonstrated ability to complete the requirements of probation or parole.
   c. Barriers to resolving legal problems can include tendency to miss court dates or appointments with parole/probation officers, difficulties with a probation/parole officer, or continued participation in illegal activities.

8. Mental wellness and spirituality: any activities associated with the management of a mental illness or improving mental wellness and spirituality.
   a. Learning how to manage the symptoms of a mental illness (e.g., managing an anxiety disorder or symptoms of depression), acquiring psychotropic medications, receiving a psychiatric evaluation or access to mental health treatment, learning meditation skills or stress management and relaxation skills, learning how to manage anger, reconnecting with a church or other religious organization, working on spirituality and dealing with shame, receiving couples counseling, gaining access to treatment for a post-traumatic stress disorder (PTSD), or gaining access to legal counseling to get out of an abusive relationship.
   b. Assets and strengths can include presently receiving treatment for a mental illness, established skills for managing symptoms of a mental illness,

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presently attending a church or other religious organization, established skills for meditation, having access to various groups or intellectual activities that promote the development of spirituality.

c. Barriers to achieving mental wellness and spirituality include limited or no access to needed psychotropic medications or psychiatric services, living in an unstable or unsafe environment, continued exposure to trauma (e.g., living with an abusive partner or family member), an inability to manage anger, or experiencing side effects from psychotropic medications (e.g., lethargy or weight gain).

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EXHIBIT G

PERFORMANCE MEASURE DEFINITIONS AND REPORTING

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

   Participants who enroll in long-term Recovery Coaching engage one-on-one with a recovery coach for a minimum of 12 months, identify strengths and resources that can be used to pursue personal recovery goals, develop an individualized strength-based Recovery Plan, and participate in 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 new/unduplicated participants who received any type of Direct Recovery Support.**

   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.

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.

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.

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

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Grantee will 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.

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 shall be engaged and receive the program required Recovery Support services. The following are activities that may be counted but not limited to 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.

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.

REQUIRED PERFORMANCE OUTCOMES

1. **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%)

   The percent of participants 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

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other Recovery Support services from the program

2. **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%)

The percent of individuals 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 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.

3. **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%)

The percent of individuals 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.