

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT No. HHS000130500010  
UNDER THE SUBSTANCE USE DISORDER  
RECOVERY SUPPORT SERVICES  
FOR COMMUNITY-BASED ORGANIZATION (RSS/CBO)**

**I. PURPOSE**

The **Health and Human Services Commission** (“System Agency”), a pass-through entity, and **Abilene Recovery Council, Inc**(“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for Recovery Support Services for Community-Based Organization (RSS/CBO) 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:

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

**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 shall provide a five percent (5%) match requirement of \$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: Marcellus Crayton, Contract Manager

### **Grantee**

Abilene Recovery Council, Inc  
104 Pine Street Suite 205  
Abilene, TX 79601-5929  
Attention: Karla Rose

## **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. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756  
Attention: General Counsel

**Grantee**

Abilene Recovery Council, Inc  
104 Pine Street Suite 205  
Abilene, TX 79601-5929  
Attention: Karla Rose

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: <a href="mailto:Wendy.Pang@samhsa.hhs.gov">Wendy.Pang@samhsa.hhs.gov</a>


**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000130500010**

**HEALTH AND HUMAN SERVICES COMMISSION**

**ABILENE RECOVERY COUNCIL, INC**

DocuSigned by:  
  
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DocuSigned by:  
  
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Name: Sonja Gaines

Name: Karla Rose

Title: Assoc. Commissioner IDD/BH

Title: Executive Director

Date of execution: April 9, 2020

Date of execution: April 3, 2020

**THE FOLLOWING DOCUMENTS ARE HEREBY ATTACHED TO SYSTEM AGENCY CONTRACT NO. HHS000130500010:**

- 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**
- ATTACHMENT K INDIRECT COST RATE AGREEMENT**

**THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE TO SYSTEM AGENCY CONTRACT NO. HHS000130500010**

- 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**

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

**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).

**GOAL**

1. Develop a recovery support workforce that can provide effective Recovery Support Services and support individuals' efforts to initiate and sustain their recovery.
2. Expand the availability and quality of recovery-oriented supports and services among Recovery Support Service organizations.
3. Establish effective linkages between recovery support organizations, substance use disorder treatment organizations, community-based organizations, and other sources of support within the community.

**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 all System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.
3. Ensure Recovery Coaches have completed the 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 used as Match under this Contract.
4. Agree to provide System Agency and System Agency-funded evaluation contractor with data collection and program evaluation requirements.
5. Work collaboratively with their Local Mental Health Authority (LMHA) and/or Local Behavioral Health Authority (LBHA) and other community providers to increase job placements for participants.

## **B. SERVICE DELIVERY REQUIREMENTS**

Grantee will:

1. Comply with all applicable rules adopted by System Agency related to substance abuse services and published in Title 25 of the Texas Administrative Code (TAC), including the following Chapters:
  - a. Chapter 441 - General Provisions
  - 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 all guidelines provided by System Agency and System Agency-funded evaluation contractor for Recovery Support Services.
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. 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.
    - iii. 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.
    - iv. 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.
    - v. 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.
    - 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:
      - 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. Grantee may use volunteers to help build a culture of peer support.
    - iii. Ensure volunteers do not maintain an RSS caseload but will supplement and support efforts of Recovery Coaches.
    - iv. 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-Consultant 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.



- g. Culturally and Linguistically Competent. Grantee will:
  - 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. Promoting Recovery Coach Self-Care. Grantee will:
  - i. Promote Recovery Coach Self Care. Recovery Self-Care will be supported through supervision, staff recognition, recovery cafés, (group check-ins).
  - ii. Implement a process to support a Recovery Coach who struggles or relapses out of 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 individuals 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 the organization has the technological capacity and staff capability to use technology related to entering reporting data in the System Agency approved electronic record.
- 10. Maintain all documents that require participant, staff, or volunteer signature in the participants' physical record for review by System Agency staff.
- 11. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants, family members, and supportive allies.
- 12. Maintain current written policies and procedures on file and available for review by System Agency staff.
- 13. 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.
- 14. Report information fairly, professionally, and accurately when providing recovery services, documenting services and contacts, and when communicating with other professionals, System Agency staff, and community-based organizations.
- 15. Post the days and hours of operation at all building sites and entrances.
- 16. Ensure that Recovery Coaches are available five days-per-week.
- 17. Ensure that and emergency support is available after-hours via telephone support by Recovery Coaches. Grantee will post telephone support information at all building entrances.
- 18. Provide flexible hours based on the needs of individuals seeking services. (For example, Recovery Coaches might connect with participants during non-business hours).
- 19. Maintain documentation of Continuing Education Units (CEUs) on employees and volunteers in their personnel file and make available for System Agency review.
- 20. Have written job descriptions for employees and volunteers maintained in their personnel

- file and make available for System Agency review.
21. Provide written job descriptions for personnel assigned to input data into the System Agency approved electronic record.
  22. Ensure Grantee's staff job descriptions include but not 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.
  23. 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. LMHAs and LBHAs; and
      - iv. Other community social service agencies that may provide support services to participants.
  24. 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.
  25. Use recovery-oriented, person-first language and service delivery that reflects recovery.
  26. Ensure that staff and volunteers use the language of recovery in everyday conversations (e.g. hope, respect, high expectations) with participants, their families, and supportive allies.
  27. Ensure that all participant surveys are available in both Spanish and English formats and in other languages as determined by the Grantee and the needs of the population being served.
  28. Keep all participant surveys on file for System Agency for review.
  29. Recruit and screen Recovery Coach applicants and peer volunteers and supervise them in

- their areas of work by supporting Recovery Coaches and peer volunteers regarding their sustained recovery.
30. Develop and implement an active peer leadership/advisory council in which participants in recovery, their family members, and supportive allies are involved with program design, program evaluation (e.g. conducting focus groups), and have opportunities to advise and/or make organizational decisions related to the overall recovery-orientation of the organization that:
    - a. Has direct access to the organization's executive level, and
    - b. Is self-governed.
  31. Provide training and technical assistance to staff members on the following topics: recovery, recovery pathways, recovery resources, and cultures.
  32. Ensure the organizations' mission statement includes recovery principles and values that will promote sustained recovery and wellness.
  33. Ensure Grantee and their staff are specifically prohibited of the following acts:
    - a. Under the influence or impaired by the use of alcohol, or mood-altering substances, (including prescription medications not used in accordance with a physician's order) while performing any job duties or having any interaction with participants, family members, or supportive allies.
    - b. Illegal, unprofessional or unethical acts (including acts constituting abuse, neglect, or exploitation).
    - c. Assisting or knowingly allow another person to commit an illegal, unprofessional, or unethical act.
    - d. Falsifying, altering, destroying, or omitting significant information from required reports, records, or interfering with their preservation.
    - e. Retaliation against anyone who reports a violation of these prohibitions, or who cooperates during a review, inspection, investigation, hearing, or other related activity.
    - f. Interfering with System Agency reviews, inspections, investigations, hearings, or related activities, which includes taking action to discourage or prevent someone else from cooperating with the activity.
    - g. Entering into a personal or business relationship of any type with a participant, family members, or supportive allies.
    - h. Intimidating, harassing, or retaliating against participants who try to exercise their rights or make a complaint.
    - i. Allowing unqualified persons or entities to provide services.
    - j. Hiring or using known sex offenders in a RSS program.
  34. Have a written policy for the use of Grantee's designated vehicle(s) to transport participant, family members, or supportive allies to referral services. If the Grantee allows the use of Grantee's vehicle(s) or staff's personal vehicle to transport participants, family members, or supportive allies to referral services, it will adopt transportation procedures that include the following:

- a. Vehicle(s) used to transport a participant, family members, or supportive allies to referral services will have appropriate insurance coverage for business or staff's personal coverage with a current safety inspection sticker and license registration.
  - b. Vehicle(s) used to transport participants, family members or supportive allies to referral services will be maintained in safe driving condition.
  - c. Drivers will have a valid driver's license.
  - d. Use of tobacco products is prohibited in any and all vehicles for the purpose of transporting participant, family members, or supportive allies to referral services.
35. Provide Recovery-Support Services to individuals via pre-treatment assertive outreach and engagement.

### **C. CONFIDENTIALITY AND PARTICIPANT RIGHTS**

Grantee will comply with the following confidentiality and participant rights requirements.

Grantee will:

1. Ensure services are appropriate for the participant's needs and circumstances, including age and developmental level, and will be culturally sensitive.
2. Not discriminate against any participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability (physical or mental), sexual orientation, medical condition, including human immunodeficiency virus (HIV) diagnosis or because a participant, family member, or supportive ally is perceived as being HIV-infected.
3. Protect the privacy of participant, family members, or supportive allies served and will not disclose confidential information without the participant's, family member's, or supportive allies' express written consent, except as permitted by law.
4. Remain knowledgeable of, and obey, all State and Federal laws and regulations relating to confidentiality of records and information relating to the provision of recovery services.
5. Not discuss or divulge information obtained in Recovery Coach or group sessions except in appropriate settings and for professional purposes that demonstrably relate to the case.
6. Ensure confidential information acquired during delivery of recovery services will be safeguarded from illegal or inappropriate use, access and disclosure or from loss, destruction or tampering. These safeguards will protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate release from the participant, family member, or supportive ally.
7. Not exploit relationships with participants, family members, or supportive allies for personal or financial gain of the Grantee or its personnel.
8. Not charge any fees for services provided under this Contract.
9. Not pay or receive any commission, consideration, or benefit of any kind related to the referral of a participant, family member, or supportive ally for services.
10. Take immediate action to prevent or stop any abuse, neglect, or exploitation, and provide appropriate care.
11. Ensure Grantee or any staff member who receives an allegation or has reason to suspect that a participant, family member, or supportive ally has been, is, or will be abused,

- neglected, or exploited by any person will immediately inform System Agency Consumer Services and Rights Protection.
12. Ensure Grantee or Grantee's staff member reports allegations of abuse or neglect of a child, elderly, or disabled individual to Department of Family and Protective Services (DFPS).
  13. Ensure that Participants Rights are posted in a conspicuous location at each of the Grantees' sites.
  14. Ensure the Participants Rights is shared with each participant prior to the initiation of recovery services, in a way the participant can understand. The Participants Rights document will be signed by the participant. A signed copy of the Participants Rights document will be provided to the participant.
  15. Not retaliate against participants who exercise their rights or file a complaint.
  16. Not restrict, discourage, or interfere with participant communication with System Agency staff or any entity with which the participant chooses to communicate.
  17. Establish written rules addressing participant behavior designed to protect their health, safety, and welfare
    - a. Participant behavior rules will-
      - i. Explain consequences for violating program rules;
      - ii. Ensure consequences are reasonable; and
      - iii. Be defined in writing and include clear identification of violations that may result in discharge.
    - b. Participant behavior rules will not permit-
      - i. Physical consequences or measures involving the denial of food, water, sleep, or bathroom privileges; or
      - ii. Discipline that is authorized, supervised, or carried out by participants.
  18. Inform every participant, family member, or supportive ally at the time of admission, verbally, and in writing, of the Grantee's program rules and consequences for violating the rules.
  19. Enforce the rules fairly and objectively and will not implement consequences if any for the convenience of staff.

#### **D. STAFFING AND STAFF COMPETENCIES REQUIREMENTS**

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 within their first 4 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 within their first 8 months of hire.
3. Ensure that all volunteer Recovery Coaches obtain either their Recovery Coach Certification or Designation through the Texas Certification within their first 12 months of hire.

4. Provide the 46-hour System Agency-approved Recovery Coach training for new Recovery Coaches.  
Grantee will:
  - 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.
    - 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 when hiring 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.
6. Ensure when hiring Recovery Coaches, recovery peers, and volunteers demonstrate a strong and stable personal program of recovery (preferably a minimum of one year in recovery).
7. Support both paid and peer volunteer recovery supervisors in their efforts to provide recovery-focused technical assistance to Grantee's Recovery Coaches.
8. Support Recovery Coaches and other peer volunteers regarding their own sustained recovery and development through weekly recovery supervision.
9. 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
    - v. Consensus building
    - vi. Group facilitation skills
    - vii. Cultural diversity
10. 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;
  - d. How to respond to complaints; and
  - e. Assist Recovery Coach's in managing their participants caseload.
11. Ensure that Recovery Supervisors have completed the System Agency-approved 46-hour



- Recovery Coach training and have at least one year of experience as a Recovery Coach.
12. Ensure recovery supervisors have been trained to match the participants intensity of need and their dose of service.
  13. Ensure that Recovery Coach's maintain an excel spread sheet identifying participants receiving long-term coaching and their level of need.
  14. Ensure that Recovery Coaches, recovery peers, and volunteers conducting participant interviews have completed the System Agency-approved 46-hour Recovery Coach Training prior to service delivery.
  15. Ensure Recovery Coaches, recovery peers, and volunteers have access to continuing education in advocacy, mentoring, recovery support and ethical responsibility.
  16. 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.
  17. Document completion of data entry training in employee's folder and have available for review by System Agency.
  18. Ensure staff who conduct and/or enter participant data have the skills, knowledge and ability to operate a computer-based system.
  19. Develop criteria for identifying individuals who can function as effective recovery supervisors.
  20. Identify and train appropriate recovery supervisors.
  21. Provide technical assistance related to recovery-oriented care to recovery supervisors.
  22. Ensure that recovery supervisors receive relevant training before supervising Recovery Coaches.
  23. Ensure recovery supervisors are guided and supported in supervising Recovery Coaches.
  24. Create a mechanism for recovery supervisors and Recovery Coaches to connect, share experiences, and receive support.
  25. Ensure that staff and volunteers have access to and participate in recovery-focused training.
  26. Provide training to participants in recovery to serve on Advisory Boards and Committees.
  27. Ensure Recovery Coaches, recovery peers, and volunteers have knowledge of:
    - 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.
  28. Involve Recovery Coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.

## **E. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS**

Grantee will:

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.

#### **F. 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 in the program 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 the fiscal year
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).
8. Grantee may transport participant to referral services and will be reimbursed for mileage costs incurred for Grantee-provided transportation.

## **G. 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 CMBHS in accordance with this Contract, unless otherwise noted.
4. Access CMBHS and the System Agency-funded evaluation contractor to access and enter information into required forms for completion and submission in accordance with instruction and frequency noted on the forms, unless otherwise noted. Grantee will submit forms to 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.
5. Use CMBHS to conduct and document interviews for participants receiving individual recovery coaching at enrollment into the program's recovery coaching services.

## **H. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS**

1. Grantee will submit all documents identified below to the designated substance abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us), unless otherwise noted, by the due dates specified by System Agency.
2. All emails to the substance abuse mailbox shall be copied to the assigned contract manager.
3. Grantee shall comply with all requests for additional deliverables and/or data request to ensure compliance with the System Agency's Federal funding requirements.
4. 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.  <i>* Final FSR due within 45 days after the end of this fiscal term.</i>
Performance Measures	Due 15th day of the following month
Security Attestation Form and List of Authorized Users	Within 15 days of contract execution and 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:

- A. 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.
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- E. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee'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) days of contract execution, and March 15 to the designated Substance Abuse mailbox ([SubstanceAbuse.Contracts@hhsc.state.tx.us](mailto:SubstanceAbuse.Contracts@hhsc.state.tx.us)).

#### IV. INVOICE AND FINANCIAL REQUIREMENTS

Grantee shall:

- a. 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](mailto:SubstanceAbuse.Contracts@hhsc.state.tx.us).
- b. 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.
- c. 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.
- d. 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>.

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

**A. CONTRACT INFORMATION**

Vendor ID:	17510388493000
Grantee Name:	Abilene Recovery Council, Inc.
Contract Number:	HHS000130500010
Contract Type	Treatment
Payment Method:	Cost Reimbursement
DUNS Number:	164970279
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 (#2): Taylor, Callahan, Jones

**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:	Marcellus Crayton
Email:	Marcellus.Crayton02@hhsc.state.tx.us
Telephone:	512-206-5345
Address:	909 W 45 <sup>th</sup> Street, Bldg. 552 (MC 2058)
<u>City/Zip:</u>	Austin TX 78751

**F. PERFORMANCE MEASURES**

1. Grantee will report the performance measures monthly through CMBHS by the 15<sup>th</sup> of the following month for the previous month's activities.
2. Grantee's performance will be measured in part on the achievement of the key performance measures stated below.
3. The 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	7	8	7	8	30



Number of new/unduplicated participants who received any type of direct recovery services	63	64	63	63	253
Number of new/unduplicated participants who received any type of indirect recovery services	22	22	22	22	88
Number of new/unduplicated participants who received any type of education services	15	15	20	20	70
Number of participants who completed a 12-month follow-up interview	5	6	6	6	23
Number of participants who have reduced and/or maintained abstinence at 12-month Follow-up interview	5	6	6	6	23
Number of participants involved in recovery activities during the past 30 days at 12-month Follow-up interview	5	5	5	6	21
Number of participants who demonstrate increased Assessment of Recovery Capital total scores at 12-month Follow-up interview	5	6	6	6	23

## **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.**

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.

**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 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.

**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.

***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<sup>1</sup>, 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:

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<sup>1</sup> Interim services may also include federally approved interim methadone maintenance.

- 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

- 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.



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

- 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.

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<sup>2</sup> Interim services may also include federally approved interim methadone maintenance.

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 shall provide a five percent (5%) match requirement of \$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

#### 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. Categorical Budget

1. Below is the approved cumulative Categorical budget:

PERSONNEL	\$93,925.00
FRINGE BENEFITS	\$34,693.00
TRAVEL	\$9,454.00
SUPPLIES	\$5,950.00
CONTRACTUAL	\$0.00
EQUIPMENT	\$0.00
OTHER	\$26,374.00
TOTAL DIRECT CHARGES	\$170,396.00
INDIRECT CHARGES	\$29,604.00
TOTAL CONTRACT VALUE	\$210,000.00
MATCH	\$10,000.00
SYSTEM AGENCY SHARE	\$200,000.00