

HHSC Contract No. HHS000133900001

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
UNDER THE
CONSUMER MANAGED PERSONAL ATTENDANT SERVICES GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission, an administrative agency within the executive department of the State of Texas, and Outreach Health Community Care Services, LP (“**Grantee**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for the Consumer Managed Personal Attendant Services Grant Program. Capitalized terms and acronyms defined in **Attachment F**, HHSC Uniform Terms and Conditions, when used in this Signature Document and Attachments, have the meanings assigned in **Attachment F**, unless the context clearly indicates otherwise, or the term is otherwise defined.

II. LEGAL AUTHORITY

This Contract is made in accordance with Title XX, Social Security Act, 42 United States Code §§ 1397-1397f; *Texas Government Code* § 531.051; *Texas Human Resources Code* § 161.071; and in accordance with 40 *Texas Administrative Code* Part 1, Chapter 44, and authorized by and in compliance with the provisions of the *Texas Government Code* Chapter 531.

III. STATEMENT OF SERVICES TO BE PROVIDED

Grantee shall perform or cause to be performed consumer managed personal attendant services (“**CMPAS**”) and other Contract requirements in accordance with the Contract, including the Statement of Work, Contract Deliverables, Key Performance Requirements, Payment for Services, and Expenditure Report, which are attached and incorporated herein as **Attachments A, B, C, D** and **E**, respectively.

IV. DURATION

The Contract is effective on September 1, 2019, and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years.

Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interests of the State.

V. PAYMENT FOR SERVICES PERFORMED

The total amount of funding available under this Contract for each state fiscal year is **\$6,978,801.00**, with a projected maximum five-year budget total of \$34,894,005.00. The fiscal

year for the State of Texas begins on September 1 and ends on August 31. All Grantee expenditures and requests for reimbursement under this Contract must be made in accordance with **Attachment D**, Payment for Services. HHSC will remit reimbursement for Grantee expenditures as provided for in **Attachment D**.

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (“**ICR**”) is contained within **Attachment E**, Expenditure Report, and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent (10%) De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **Attachment N**, Indirect cost rate letter.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised **Attachment N** and amended **Attachment B**.

VI. NOTICE TO PROCEED

This provision does not apply to funds for the FY20-21 biennium, because funding has been approved for the initial Contract term. Funding for this Contract in future bienniums is dependent on the award of the applicable federal grant. No expenses may be incurred and no work may begin for a fiscal year beyond the FY20-21 biennium until HHSC issues a written Notice to Proceed (“**NTP**”) to the Grantee for that state fiscal year. HHSC may send the NTP to the Grantee by regular mail, electronic mail, or facsimile transmission. The NTP may include an amended or ratified expenditure report as set forth within Section 2 of Attachment E. If it includes an amended expenditure report, the amended expenditure report will be incorporated into this Contract by a subsequent amendment. Notwithstanding the preceding, at the discretion of HHSC, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 45 Code of Federal Regulations (“**CFR**”) § 75.309 and 2 CFR § 200.309. Any work performed prior to the date on the NTP shall be at the Grantee’s sole risk.

VII. CONTRACT REPRESENTATIVES

The following individuals will act as the respective designated Representatives for the named Parties. Each is authorized to administer activities, including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this Contract. The designated Party Representatives are:

Grantee

Audrey Hicks, Director of Operations
251 W Renner Rd
Richardson, TX 75080
(512) 739-3005
compliance@outreachhealth.com

HHSC

Kurt Wells, CTCM
701 West 51 Street; Mail Code W-357
Austin, Texas 78751
(512) 438-4966
kurt.wells@hhsc.state.tx.us

Either Party may change its designated Representative by providing written notice to the other Party.

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by HHSC either in the United States mail, postage paid, certified, return receipt requested; or with a common

carrier, overnight, signature required, to the address set forth below for Grantee. Notice given by Grantee will be deemed effective when received by HHSC at the address below.

Grantee

Outreach Health Community Care Services, LP
Attention: Roxie Atkins
251 Renner Parkway
Richardson, TX 75080

HHSC

Health and Human Services Commission
Attention: Office of Chief Counsel
4900 N. Lamar Boulevard; Mail Code 1100
Austin, Texas 78751

Either Party may change its address for legal notice by providing written notice to the other Party. All notices submitted to HHSC must:

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

IX. ADDITIONAL GRANT INFORMATION

Catalog of CFDA Name and Number: **Social Services Block Grant 93.667**
Name of Federal Awarding Agency: **Administration for Children and Families**

X. CONTRACT DELIVERABLES AND KEY PERFORMANCE REQUIREMENTS

Grantee shall satisfy all Contract Deliverables and Key Performance Requirements as set forth in **Attachments B and C**, respectively.

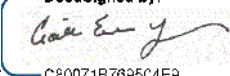
XI. PRIVACY, SECURITY, AND BREACH NOTIFICATION

Grantee certifies that it is, and shall remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with the Texas HHS Data Use Agreement attached as **Attachment L** and incorporated into this Contract by reference.

Signature Page Follows

**SIGNATURE PAGE FOR
HHSC CONTRACT NO. HHS000133900001**

**Health and Human Services
Commission**

By: 
C80071B7895C4E9...
Cecile Young

Chief Deputy Executive Commissioner

Date of execution: August 16, 2019

**Outreach Health Community Care Service,
LP dba Outreach Homecare**

By: 
6AD7C5EF279444A...
John David Ball

10/16/2016

Date of execution: August 16, 2019

The following Attachments to this Contract are attached and incorporated by reference:

- Attachment A - Statement of Work**
- Attachment B - Contract Deliverables**
- Attachment C - Key Performance Requirements**
- Attachment D - Payment for Services**
- Attachment E - Expenditure Report**
- Attachment F - HHSC Uniform Terms and Conditions – Grant (Version 2.16.1)**
- Attachment G - HHSC CMPAS/SSPD Supplemental Conditions**
- Attachment H - HHSC Special Conditions - Grant (Version 1.1)**
- Attachment I - Contract Affirmations (Version 1.3, August 2018)**
- Attachment J - Federal Assurances for Non-Construction Programs**
- Attachment K - Federal Lobbying Form**
- Attachment L - Texas HHS Data Use Agreement (Version 8.4 March 15, 2018), with Attachment 1, Subcontractor Agreement Form (if Grantee has a subcontractor) and Attachment 2, Security and Privacy Initial Inquiry (“SPI”)**
- Attachment M - Grantee Plan of Operation**
- Attachment N - Certificate of Indirect Costs “De Minimis Indirect Cost Rate”**

Attachments Follow

Attachment A

STATEMENT OF WORK**1. Program Purpose**

The CMPAS program services eligible consumers by providing needed assistance with personal care and support in performing daily living activities, which allows consumers to remain independent and able to pursue goals, such as employment, pursuing educational opportunities, and eliminating and delaying the need for institutionalization or other more restrictive and costly care.

These Contract Requirements:

- A. Require the CMPAS Grantee to maintain full compliance with applicable federal and state requirements;
- B. Set forth standards of conduct and performance expectations, which the Grantee must meet;
- C. Promote the delivery of quality services to CMPAS consumers; and
- D. Provide for HHSC monitoring to ensure that grant funds are spent wisely so that each cost reimbursement from public funds represents full value to the taxpayer.

The Grantee for this award is an organization, not an individual. When accepting a Contract, the Grantee agrees to administer the project in accordance with the Contract terms, and to require any sub-recipient to comply, and ensure that the sub-recipient complies, with the Contract terms.

2. Grantee Requirements

The Grantee must ensure compliance with this Contract, inclusive of the following Grantee requirements:

- 2.1 Comply with any request made by HHSC, and to cooperate with HHSC in the exercise of any of its functions, under the Contract or any applicable law or rule.
- 2.2 Provide services required under the Contract pursuant to the Social Security Act, Title XX, 42 U.S. Code (“U.S.C”), Subchapter XX, Division A, Block Grants to States for Social Services.
- 2.3 Provide and coordinate CMPAS program services consistent with HHSC responsibilities for human service programs for persons who are aging and persons with disabilities, as described in *Texas Human Resources Code* § 161.071 (1) and (3).
- 2.4 Ensure compliance with all state and HHSC statutes, regulations, rules, policies, and guidelines that govern the CMPAS program, *including, but not limited to*, 40 *Texas Administrative Code* (“TAC”), Part 1, Chapter 44 (the “CMPAS TAC”), and, as applicable, Chapter 49, Contracting for Community Services, Chapter 41, Consumer

Directed Services Option, and 26 TAC Chapter 558, Licensing Standards for Home and Community Support Services Agencies. The foregoing rules in TAC Title 40 as they relate to the CMPAS program may be further modified, revised, and moved within their existing titles or into TAC Title 26 during the term of the Contract. In the event of such modifications or moves, Grantee shall be required to comply with said rules.

- 2.5 Comply with all requirements under the Uniform Grant Management Standards (“UGMS”), currently available online at: <https://comptroller.texas.gov/purchasing/grant-management/>. The Texas Comptroller of Public Accounts, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is at all times responsible for complying with the UGMS, including any revisions to the standards during the Contract term.
- 2.6 Ensure compliance with the HHSC Grant Technical Assistance Guide, currently available online at: <https://hhs.texas.gov/doing-business-hhs/grants>. HHSC, from time to time and in its sole discretion, may revise the online link provided above. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is at all times responsible for complying with the UGMS, including any revisions to the standards during the Contract term.
- 2.7 Be eligible to qualify for grants as provided for in 40 TAC Part 1, Chapter 49, Contracting for Community Services, excluding any requirements under §§ 49.202-205 and 207-211 and Subchapter G of that chapter.
- 2.8 Have a license under 26 TAC Part 1, Chapter 558, Licensing Standards for Home and Community Support Services Agencies, in a category that authorizes the Grantee to provide its services.
- 2.9 Comply with 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (“HHS”) Awards.
- 2.10 Provide all required forms, using only HHSC-authorized forms, to the applicant or Consumer, as applicable, during the eligibility determination and redetermination processes.
- 2.11 Comply with the HHSC Formal Communication Process, that includes, but is not limited to, the following:
 - A. HHSC will issue State Action Requests (“SAR”) to the Grantee as the formal communication process.
 - B. The Grantee will issue Vendor Action Requests (“VAR”) to HHSC following established procedures and timelines, inclusive of the submission of the Contract deliverables and key performance requirements.
 - C. In addition to the requirements stated above, the Grantee must:

- i. Submit complete and accurate responses to any SARs or VARs no later than ten days after the Grantee's receipt of the request, unless a specific date is specified in the request.
- ii. Submit a written request for extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three days after the Grantee receives the SAR or VAR response.
- iii. The Grantee must provide ad hoc reports and respond to legislative inquiries and other high priority requests within 36 hours from the time of the request or by the date specified by HHSC for data or reports that already exist and are produced.
- iv. If the Grantee is late in responding, or does not provide adequate information, HHSC may assess non-compliance remedies.

2.12 Comply with the performance of all Contract Deliverables and Key Performance Requirements (“KPRs”) as set forth in **Attachments B and C**. To ensure the Grantee's compliance with the Contract, HHSC may take any action provided for in **Attachment F**, HHSC Uniform Terms and Conditions—Grant or **Attachment G**, HHSC CMPAS/SSPD Supplemental Conditions in the event of non-compliance or a missed KPR, including any of the following actions:

- A. Suspending all or part of the Contract;
- B. Requiring the Grantee to take specific corrective actions to remain in compliance with the terms of the Contract;
- C. Recouping HHSC payments made to the Grantee and applicable sub-recipient, which payments were found to be in error;
- D. Suspending, limiting, or placing conditions on the Grantee's continued performance of the Contract;
- E. Imposing any other remedies, sanctions, or penalties authorized under this Contract; and
- F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

3. Eligible Population

3.1 An individual must meet the following eligibility requirements to be eligible to receive services under the CMPAS Program:

- A. Be age 18 years of age or older;
- B. Be assessed pursuant to the CMPAS TAC as needing assistance with at least one personal care task and needing an allowable service for at least five hours per week;
- C. Be able and willing to self-direct the attendant or designate a relative or friend who is willing and able to direct the attendant without compensation;
- D. Reside in an area where CMPAS Program services are available;
- E. Have a service plan developed in accordance with the CMPAS TAC that does not exceed 52 hours per week of CMPAS Program services;

- F. Choose one of the two service delivery options currently available for a new Consumer to choose; and
- G. Not be receiving services in a hospital, a nursing facility, a state supported living center, a state mental health facility, or an intermediate care facility for individuals with an intellectual disability or related conditions.
- 3.2 An individual is not eligible to receive services under the CMPAS Program if the individual is receiving other community services and supports, either Medicaid or non-Medicaid, under a service plan that exceeds the reimbursement rate that would have been paid for the same individual to receive services in a nursing facility.
- 3.3 An individual may not receive services under the CMPAS Program if the individual is Medicaid eligible and lives in a managed care service area, unless the individual's spouse was employed as the individual's attendant and the Consumer chose to remain in CMPAS when the managed care service area was expanded to include the Consumer's place of residence.
- 3.4 Additionally, an individual who is receiving services under any of the following HHSC programs is not eligible to receive CMPAS services: (1) Primary Home Care, including Family Care and Community Attendant Services; (2) Residential Care; (3) Adult Foster Care; (4) a Medicaid waiver program under § 1915(c) of the Social Security Act (42 U.S.C. § 1396n(c)); or (5) regular or ongoing attendant services under the Special Services to Persons with Disabilities program (40 TAC, Part 1, Chapter 58).
- 3.5 Individuals referred to as Consumers in this Contract are those individuals who have been determined to be eligible for CMPAS and have had a Service Plan completed in accordance with the CMPAS TAC.

4. Service Delivery Area

The CMPAS program currently services 338 consumers (and may add more) in the following HHSC Region(s) and county(ies):

Region(s)	County(ies)
Region 01	Lubbock, Potter and Randall
Region 03	Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant and Wise
Region 05	Angelina, Hardin, Houston, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler
Region 06	Fort Bend, Harris, Montgomery, Wharton
Region 07	Travis and Williamson

Region(s)	County(ies)
Region 08	Atascosa, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson
Region 10	El Paso
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

5. CMPAS Services

Grantee shall provide all personnel, supplies, and services required by, and necessary to comply with, the Contract and CMPAS Contract standards (40 TAC, Part 1, Chapter 49). Services provided by the program may include only the allowable tasks listed under the CMPAS TAC.

6. Initial Eligibility Determination

HHSC maintains a CMPAS Interest List, which includes applicants who are interested in receiving and have requested services under the CMPAS Program. As funding becomes available, HHSC will refer individuals, in order of the interest list request dates, to the Grantee, who must comply with the requirements relating to assessment and initial eligibility determination with respect to any applicant whom HHSC refers to the Grantee.

Within 30 days after the Grantee receives a referral from HHSC, the Grantee must:

- 6.1 Ensure that the assessor of need conducts an initial assessment with the individual in the individual's home and assesses the individual's service needs utilizing the appropriate documentation required by the CMPAS TAC and, as applicable, directed by HHSC.
- 6.2 Determines CMPAS Program eligibility in accordance with the CMPAS TAC and document the following: any reasons for a delay in determining eligibility or other assessment activities; the Grantee's ongoing efforts to complete those activities; and the anticipated date of completion (*NOTE: any delay must be beyond the Grantee's control, and the Grantee must send the required documentation relating to any delay to HHSC via HHSC's formal communication process within 30 days after receiving the HHSC referral*).
- 6.3 Inform the individual, both orally and in writing, of all applicable publicly funded programs that offer attendant services and allow the applicant to choose whether to participate in the CMPAS program.
- 6.4 Retain in the individual's record a written record of the notification given under **Subsection 6.3**, and the individual's signed and dated acknowledgement of both the required notice to the individual of attendant services choices and the individual's decision of whether to participate in the CMPAS program.
- 6.5 If the individual is eligible:
 - A. Develop a service plan for an eligible individual based on the results of the HHSC

- prescribed assessment questionnaire that includes the number of hours and tasks negotiated between the individual and the assessor of need, and is agreed to and signed by the individual and assessor of need;
- B. Determine with the individual, in accordance with CMPAS TAC requirements, the amount of the applicant's co-payment and explain to the individual that making co-payments is required to remain eligible for CMPAS;
 - C. Explain orally and give written information to the individual on the service delivery options available to new consumers; and
 - D. Have the individual sign and date a service delivery option choice document and keep the signed and dated service delivery choice document in the consumer's file.
- 6.6 Notify an individual in writing whether the individual is eligible for services by mailing the documentation required by the CMPAS TAC and, as applicable, directed by HHSC, within three days after the date of the eligibility decision. The Grantee must also send written notice to HHSC of the referral disposition within 30 days after the Grantee receives the referral.
- 6.7 If the individual's service plan includes a health-related task, as defined in the CMPAS TAC, the Grantee must:
- A. Verify, before an attendant performs a health-related task, that the task may be performed under *Texas Government Code* § 531.051(e) and either:
 - i. Does not require nurse or physician delegation; or
 - ii. Is properly delegated under 22 TAC Part 11, Chapter 225, or *Texas Occupations Code* Chapter 157.
 - B. If the health-related task is delegated, maintain records in the consumer's file that:
 - i. Identify, and are signed and dated by, the delegating physician or registered nurse;
 - ii. Include the name of the Consumer, the names of the attendants performing the delegated health-related tasks for the Consumer, and a description of the specific health-related tasks to be performed; and
 - iii. Comply with the Texas Nurse Practice Act (Occupations Code, Chapter 301), the Medical Practice Act (Occupations Code, Title 3, Subtitle B, Chapters 151 through 170), and any other applicable state or federal law.
 - C. The Grantee must, on a quarterly basis, provide to HHSC a list with the final disposition of all individuals HHSC referred from the interest list for an assessment and eligibility determination with respect to whom the Grantee has sent a notice of its eligibility determination. The quarters and due dates for reporting are listed below:
 - i. September – November: due by the 10th of December;
 - ii. December – February: due by the 10th of March;
 - iii. March – May: due by the 10th of June; and
 - iv. June – August: due by the 10th of September.

This list shall include the name of the individual assessed, the eligibility determination and date, the date of written notice to the individual, the date the Grantee began providing services to the eligible individual, and the amount of the eligible individual's co-payment. The Grantee must meet or exceed the minimum performance standards.

7. Eligibility Determination Requirement

The Grantee is responsible for accurately determining eligibility and assessing Consumers' care needs under the CMPAS Program, in accordance with the CMPAS TAC and **Sections 3 and 6 of this Statement of Work.**

8. Eligibility Reassessment Requirements

The Grantee must reassess eligibility for a CMPAS Consumer within twelve months after the initial service initiation date or the last reassessment, as applicable, and any time there is a change in the Consumer's status. The Grantee must complete the eligibility reassessment in accordance with the CMPAS TAC and the following:

- A. Annually reassess a Consumer: The Grantee must complete an on-site annual reassessment, in the Consumer's home, no later than one year after the service initiation date and no later than one year after each reassessment;
- B. Reassess the Consumer upon a change in the Consumer's status (i.e., needs and circumstances) within fourteen days after the Grantee learns of the change: When a Consumer requests a change, or when a Grantee learns that a Consumer's status may have changed in a way that may affect the Consumer's eligibility for or receipt of services, the Grantee must reassess the Consumer, considering changes that have occurred since the previous assessment; and (*NOTE: A change in Consumer status that requires reassessment may include a change in income, deductions, or exclusions; or a change in: the Consumer's need for attendant care services; the Consumer's service plan; or the hours of service.*)
- C. Provide a Notice of Eligibility: Within five working days after a reassessment, a Grantee must send a Consumer notice of eligibility and, if applicable, a notice of the right to a fair hearing.

The Grantee must, on a quarterly basis, provide to HHSC a list of Consumers for whom a reassessment has been completed during the quarter. The quarters and due dates for reporting are listed below:

- A. **September – November:** due by the 10th of December;
- B. **December – February:** due by the 10th of March;
- C. **March – May:** due by the 10th of June; and
- D. **June – August:** due by the 10th of September.

This list shall include the name of the Consumer; the due date of the reassessment (one year after the service initiation or last reassessment date, or the date the Grantee learns that the Consumer's status (*i.e.*, needs and circumstances) has changed in a way that requires reassessment under these Contract Requirements and the CMPAS TAC; the date the reassessment was completed; the effective date that the change is implemented; and the nature of any service plan changes. The Grantee must meet or exceed the minimum performance standards specified in **Attachment C**, Key Performance Requirements, to the Contract Signature Document.

9. Individualized Service Plan

The Service Plan, as described in this Section and the CMPAS TAC, must contain, without limitation, the services, tasks, and frequency, duration, and hours of services agreed to by the Consumer and the Grantee's assessor of need. The number of hours of CMPAS Program services provided for in the service plan may not exceed 52 hours per week, and the services must be within the Grantee's licensure authority and among the Grantee's services, as outlined in **Attachment M**, Grantee Plan of Operation.

- 9.1 The Grantee shall develop and maintain an individualized service plan for each Consumer based on the Consumer's individual needs.
- 9.2 The Grantee's assessor of need must individually negotiate with each Consumer, based on the Consumer's need, the type of services and tasks to be provided, and the number of hours allowed. The Grantee and each Consumer must agree to and sign the individualized service plan developed for the Consumer.
- 9.3 In developing the service plan, the Grantee shall explore unique service planning opportunities in addressing the Consumer's needs. For example:
 - A. Two or more Consumers could share a home and personal attendant;
 - B. A Consumer could schedule one or more attendants to co-operatively meet the Consumer's needs;
 - C. A Consumer may need a personal attendant to accompany him/her to school or work;
 - D. A Consumer may live at home with a third party, such as a relative, who shares in the management of attendant services; and
 - E. A Consumer cannot be required to reside in a specific location within the region in which the Grantee provides the Consumer with CMPAS services.
- 9.4 The Grantee must determine the need for and document any change to the service plan at the time it completes its reassessment under **Section 8** of this Statement of Work, but no later than seven days after becoming aware of the change in the Consumer's circumstances or of the request for a service plan change from the Consumer. The Grantee must complete the following activities in relation to any service plan change resulting from a reassessment:
 - A. Within five working days after a reassessment, send a Consumer notice of a service plan or co-payment change, or of ineligibility for either, as applicable, and, if

- applicable, a notice of the right to a fair hearing;
- B. Provide a copy of any service plan change to the Consumer;
- C. Document a service plan change in the Consumer's file;
- D. Implement any change to a Consumer's co-payment to be effective on the first day of the month following a reassessment, and any other change in the service plan within three days after HHSC notification to the Grantee that the service plan has been entered into the service authorization system; and
- E. Within seven days after the completion of a reassessment, notify the HHSC regional designee in writing via the formal communication process of the service plan change and its effective date.

9.5 The Grantee must provide HHSC with a list of Consumer service plan changes by the 10th of the month following the end of the quarter. The quarters and due dates for reporting are listed below:

- A. September – November: due by the 10th of December;
- B. December – February: due by the 10th of March;
- C. March – May: due by the 10th of June; and
- D. June – August: due by the 10th of September.

This list must include: the name of the Consumer served; the date the Grantee became aware of the change in the Consumer's circumstances; the date of reassessment; and the effective date for implementing the service plan changes. The Grantee must meet or exceed the minimum performance standards specified in **Attachment C**, Key Performance Requirements.

10. Service Delivery Requirement

The Grantee shall deliver services identified in the Consumer's individualized service plan and the Grantee Plan of Operation, attached as **Attachment M**. The Grantee shall initiate services within seven days after HHSC enters the initial CMPAS authorization in its Service Authorization System.

Consumers generally negotiate the specific hours during which a personal attendant will provide services. The Grantee shall offer to each Consumer a choice of one of the following service options in accordance with the CMPAS TAC and this Contract:

- A. Traditional Service Option
- B. Consumer Directed Service Option
- C. Block Grant Service Delivery Option (Only in Region 08)

11. Suspension or Termination of Consumer Services

Grantee shall suspend, and may terminate, services before the end of the service authorization period for the reasons authorized under this Contract, including but not limited to, if the Consumer:

- A. Begins receiving another HHSC attendant care service;
- B. Is admitted to a hospital or other specified institution;
- C. Requests service termination; or
- D. Dies.

The Grantee shall notify the HHSC regional designee in writing via the formal communication process of any suspension or termination of Consumer services within seven days after the suspension or termination and must provide written notice to the Consumer in accordance with the requirements applicable to the Grantee's action. Without limiting those requirements, the notice to HHSC of a suspension must include an explanation for the suspension; the date of suspension; the steps taken by the Grantee to resolve the circumstances leading to service suspension, and the reasons the problem was not resolved.

If the individual or someone in the individual's home exhibits reckless behavior that may result in imminent danger to health or safety of the individual, the attendant, or another person, the Grantee must immediately report the situation to the appropriate administrative investigative authority, local law enforcement, and the HHSC regional designee. In such cases, the Grantee must include the date that it made the required report to the appropriate investigative authority and local law enforcement agency in its report to HHSC.

12. Contract Deliverables Requirements

The Grantee shall produce the tangible, measurable, and verifiable work products described in **Attachment B**, Contract Deliverables, which must demonstrate to HHSC that the Grantee is providing quality Contract services in a timely, accurate, and efficient manner. Deliverables are Grantee documents, processes, reports, plans, and other products, as more fully described in this Contract, including in this Section and in **Attachment B** delivered to HHSC as a Grantee performance obligation under the Contract. The deliverables assist HHSC in ensuring that the Grantee develops and implements quality processes, monitors the status of operations, tracks progress towards objectives, evaluates and validates performance, ensures accuracy and adherence to policy, and ensures timely availability and access to services. Time frames for providing deliverables referenced below are in calendar days. The Grantee shall send all correspondence to the HHSC CMPAS SAR VAR email address at cmpas_sar_var@hhsc.state.tx.us. All emails that contain consumer, confidential, or sensitive information shall be transmitted in a secure or encrypted format.

12.1 Emergency Preparedness and Business Continuity Plan

Grantee must have a written plan for emergency preparedness and response, and business continuity. The plan must comprehensively describe the Grantee's approach to a disaster that could affect the need for CMPAS Program services under this Contract or its ability to meet associated Contract requirements. The written plan must be based on a risk assessment that identifies the disasters from natural and human causes that are likely to occur in the agency's service area and must include a plan for continuity of business operations. The written Emergency Preparedness and Business Continuity Plan must address direction and control; warning and communication; emergency financial needs;

resource management; Consumer, staff, and attendant safety; continuity in the performance of, or arrangements for, essential service functions and the essential service needs of Consumers; critical personnel; and how to return to operations as quickly as possible. The plan must provide for uninterrupted service delivery to the Grantee's Consumers.

The Grantee must obtain HHSC approval and implement its written Emergency Preparedness and Business Continuity Plan within 50 days after Contract execution, or by the date specified by HHSC. Thereafter, Grantee must maintain its written Emergency Preparedness and Business Continuity Plan and, within 30 days prior to the end of each state fiscal year, resubmit an updated Plan to HHSC for re-approval, after which Grantee must implement and maintain approved updates. The plan must include the following:

- A. An overall approach for reestablishing operations and service delivery, or implementing alternative arrangements for continuity of service to Consumers, within 24 hours after the onset of an unplanned catastrophe that affects Grantee operations;
- B. A description of potential issues that may realistically occur and debilitate Grantee operations, such as natural and human-caused emergencies and disasters of various types, or a cyber-attack, with an outline of actions to address and resolve anticipated and unanticipated problems;
- C. A description of the Grantee's planning for a disaster recovery site location and alternative arrangements, and procedures for necessary decision making. A disaster recovery site location must be in the continental United States. Indicate the location of the disaster recovery site and the proximity to the Grantee's central site;
- D. A description of backup and recovery procedures for Grantee and attendant services to Consumers and Grantee records, specifying time frames for restoring full and partial services;
- E. A contingency plan addressing interruption to the established training plan and outlining communication processes, short and/or long-term resolutions, action steps, and response time frames;
- F. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met during a disaster recovery phase;
- G. The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and
- H. A plan and schedule for training Grantee staff and Consumers and conducting drills to test the Grantee's disaster recovery plan and procedures at least annually, and more frequently, if required by HHSC. After each drill, the Grantee must revise its plan, and implement the revisions, to address any gaps or deficiencies in the plan identified because of the drill. HHSC must approve all revisions based upon the drill.

12.2 Transition Plan

Grantee shall develop and maintain a comprehensive transition plan which explains the Grantee's plan for preventing service gaps for current CMPAS Consumers (includes the transfer of Consumer eligibility records) during the transition from the outgoing CMPAS

Program Contract holder to Grantee, or between contracts, if Grantee held the CMPAS Program Contract before becoming the Grantee under this Contract. Grantee shall coordinate and facilitate all transition activities with the outgoing CMPAS Program Contract holder. Grantee must work with HHSC to schedule and complete all activities required to maintain service continuity notwithstanding the transition.

The Transition Plan must include the following:

- A. Identification, management, and mitigation of risks related to assuming Grantee responsibilities under the Contract and from the outgoing CMPAS Program Contract holder;
- B. Comprehensive and detailed step-by-step actions for successful transition of current operations from the outgoing CMPAS Program Contract holder to the Grantee, including the respective roles and responsibilities of each in the transition;
- C. Grantee's plan of action to ensure uninterrupted service to current CMPAS Consumers; and
- D. A detailed schedule of continuity in business operations for all transition functions and requirements.

Grantee shall submit a final plan to HHSC within 10 days after Contract execution.

12.3 Plan of Operation

The Grantee shall maintain and implement the plan of operation as stated in **Attachment M** until HHSC approves the Grantee's final plan of operation. Grantee must submit its final plan of operation to HHSC for approval within 30 days after execution of the Contract and implement it, upon approval. Grantee shall make ongoing plan updates and changes and submit them to HHSC for approval at least 30 days before a change becomes effective. Grantee shall make and implement any change that HHSC requires for approval within 30 days after HHSC notifies the Grantee of the required change via the Formal Communication Process which is set out in **Subsection 2.10** of the Statement of Work.

The plan of operation must include the following:

- A. Hours of operation for the Grantee (e.g., Grantee home and community support Services agencies ("HCSSA") parent agency, alternative delivery site ("ADS"), branch office, administrative support site, some combination, other) and the setting in which the services are provided;
- B. Job titles and contact information for administrative staff, and their responsibilities related to fulfilling contractual obligations;
- C. The number and job classification of staff delivering services;
- D. Qualifications and competencies of each staff member paid from the CMPAS Program grant;

- E. A comprehensive description of Grantee’s policies and procedures for determining consumer eligibility, consistent with these Contract Requirements and 40 TAC, Part 1, Chapter 44;
- F. A comprehensive description of the Grantee’s services and delivery method to be provided to eligible Consumers under the Contract (Grantee must offer the services currently being provided to Consumers in the HHSC Region(s) Grantee is required to serve under this Contract and must serve and provide any allowable task under the CMPAS TAC to a Consumer requiring such task. Grantee must provide services pursuant to any CMPAS Service Delivery Option, as currently offered to present Consumers in the Grantee’s Region(s) under this Contract, and as required to be offered to new Consumers); and
- G. Procedures to ensure that attendant staff in the CMPAS Program meet the following qualifications required under the CMPAS TAC (relating to Attendant Qualifications):
 - i. Be age 18 years of age or older;
 - ii. Be able to work part or all of the hours needed by the individual;
 - iii. Agree to be interviewed by the individual;
 - iv. Have reliable transportation to the individual's home;
 - v. Demonstrate to the satisfaction of the individual that the person can perform the tasks included in the individual's service plan, including being able to take direction from the Consumer or the Consumer's representative; and
 - vi. Meet the requirements for unlicensed personnel in 26 TAC § 558.247 (relating to Verification of Employability and Use of Unlicensed Persons) and 40 TAC Chapter 93, concerning the Employee Misconduct Registry (“EMR”), and the requirements of Texas Health and Safety Code Chapter 250, concerning nurse aid registry and criminal history checks of employees and applicants. Both checks can be made by utilizing the following links:
 - a. <https://emr.dads.state.tx.us/DadsEMRWeb/>
 - b. <https://records.txdps.state.tx.us/>

12.4 Key Personnel and Organizational Requirements

- A. The Grantee must maintain adequate staffing, with the capacity to adjust its levels of qualified staff to meet the requirements of the grant, applicable state and federal requirements, and changing HHSC and Consumer needs.
- B. To establish strong Grantee accountability controls, the Grantee must submit its organizational structure and any changes to its organizational structure, or restructuring of its organization, to HHSC for approval.
- C. The organizational structure that Grantee submits to HHSC for approval must identify key personnel and the percentage of time, up to one hundred percent (100%), of each key personnel member’s time allocated exclusively to this Contract (*i.e.*, the percentage of time key personnel are not permitted to manage, oversee, or participate in other projects, Contracts, etc.). Grantee must report changes in key personnel to

HHSC for approval, including changes to the allocation of time to this Contract of any key personnel. Grantee must identify, and provide information for, new and replacement key personnel, including resumes and references in its submission to HHSC for approval.

Without limitation, the Grantee must:

- A. Maintain a core staff with experience in systems, operations, policy and procedures, and in the functional areas in which they work that is sufficient for successful fulfillment of Contract and performance requirements;
- B. Submit its organizational structure identifying key personnel and the percentage of each key personnel member's time allocated exclusively to this Contract, and obtain HHSC approval of the organizational structure, including Grantee's identified key personnel and their time allocations;
- C. Submit notification to HHSC in writing within ten days after Grantee knows that a key personnel vacancy will occur or has occurred for any reason, or no less than ten days prior to making any changes, other than changes due to resignation, death, or military recall, in key personnel. Notification must include a plan to recruit the identified key personnel;
- D. Submit an initial organizational chart within 30 days after Contract execution, or by any other date specified by HHSC, that includes the names and positions of all personnel assigned to this Contract. The organizational chart must designate who are key personnel;
- E. Submit an updated organizational chart as changes in personnel occur or as requested by HHSC within ten days of said change;
- F. Submit notification to HHSC in writing within ten days after any key personnel is temporarily or permanently redirected to perform functions other than the responsibilities of the current position held by that key personnel; and
- G. Make appropriate Grantee staff available to meet with HHSC and provide HHSC unrestricted access to Grantee.

12.5 Grantee Staff Development

Grantee shall maintain and implement a written plan for developing and enhancing the performance of staff responsible for providing CMPAS services to Consumers. Within 30 days after Contract execution, Grantee shall submit to HHSC for approval its final staff development plan. Grantee shall submit to HHSC for approval, at least 30 days before a change becomes effective, a revised staff development plan. Grantee shall implement any change HHSC requires for approval within 30 days after HHSC notifies the Grantee of the required change.

Grantee shall train staff and ensure their competence to provide services to Consumers according to each Consumer's individualized service plan. Grantee shall determine the appropriate number of training hours required for each staff person to meet the minimum requirements of competency.

The Grantee's written plan for staff development shall include:

- A. The total minimum number of training hours required for each staff person to meet minimum competency requirements;
- B. A schedule for training, including the number of hours for each training;
- C. The training curriculum, including specific topics;
- D. Training objectives;
- E. The training method;
- F. Names of the instructors; and
- G. A plan to monitor and address staff performance.

The Grantee shall provide training to each staff member before the staff member provides CMPAS services, including:

- A. Orientation to community resources;
- B. Grantee's policies and procedures;
- C. 29 U.S.C. § 794 (relating to Nondiscrimination under federal grants and programs);
- D. Confidentiality of records; and
- E. Techniques of working with persons with disabilities to assist them in living as independently as possible.

When applicable, Grantee shall document the reason for any failure to provide the required training to staff within the required timeframe.

Grantee shall ensure that direct care staff receive on-going training as the Grantee identifies deficiencies or the need for additional training.

HHSC will provide train-the-trainer training to the Grantee regarding the eligibility determination and assessment process within 20 days after Contract execution.

12.6 Consumer Case Files and Grantee Records

Grantee shall maintain a case file for each Consumer served. The case file shall include the following, at a minimum:

- A. Individual service plan;
- B. A completed HHSC Form 2060, Assessment Questionnaire and Task/Hour Guide;
- C. A copy of the financial eligibility determination worksheet;
- D. A copy of the HHSC Form 2065-A, Notification of Community Care Services, provided to the Consumer;
- E. Emergency incidents;
- F. Complaints and complaint resolutions;
- G. Documentation of all communication between the Grantee and the Consumer; and
- H. All other forms required to be created or maintained in relation to a Consumer under the CMPAS TAC or other applicable law.

The Grantee must provide any case file HHSC requests to HHSC within ten days after the request date.

Grantee's programmatic, financial, and supporting records shall be:

- A. Sufficient to demonstrate Contract performance;
- B. Adequate to document compliance with applicable standards;
- C. Sufficient to document services provided to each Consumer;
- D. Easily retrievable;
- E. Made available to incumbent Grantee during turnover (with the exception of financial records); and
- F. Available (including financial records) to HHSC within twenty-four hours of a records request.

Grantee must maintain all other documents required under this Contract and applicable law.

12.7 Consumer Emergency Plan

Grantee shall develop, maintain, and, when an emergency arises, implement, an emergency plan. An emergency is an unforeseen circumstance or combination of circumstances involving a Consumer that requires immediate action on the part of the Grantee or results in a Consumer's urgent need for assistance or relief.

Within 30 days after execution of the Contract, Grantee must submit to HHSC for approval a final Consumer Emergency Plan. Grantee shall make on-going plan updates and changes and submit each to HHSC for approval at least 30 days before a change becomes effective. Grantee shall make and implement any change HHSC requires for approval within 30 days after HHSC notifies the Grantee of the required change. Grantee shall notify HHSC of any emergency via the formal communication process within one day after the emergency.

If an emergency occurs with a Consumer, Grantee shall maintain the following documentation in the Consumer's case file:

- A. Date and type of emergency;
- B. Description of the emergency;
- C. The outcome or resolution of the emergency;
- D. Name of any persons Grantee notified of the emergency and name of Grantee staff providing the notice; date of notification; and relationship to the Consumer of any person notified;
- E. Date Grantee notified HHSC and name of Grantee staff providing the notice; and
- F. Method of notice.

Grantee shall maintain a log with the documentation required under this section in the file of the Consumer experiencing the emergency. Grantee must make the emergency log available to HHSC, if requested, within one day after the emergency.

12.8 Complaint Resolution Plan

Without limiting the applicability of 40 TAC Chapter 49, or any other applicable legal requirement, Grantee shall resolve any complaint against it that it receives within ten days after receipt of the complaint and shall document the resolution. The Grantee must submit to HHSC a copy of any complaint it requests within three days after the date of the HHSC request.

Within 30 days after execution of the Contract, Grantee must submit to HHSC for approval a Complaint Resolution Plan that is consistent with the requirements set forth in this section. Grantee shall make on-going plan updates and changes and submit each to HHSC for approval at least 30 days before a change becomes effective. Grantee shall make and implement any change HHSC requires for approval within 30 days after HHSC notifies the Grantee of the required change.

Grantee shall develop and maintain a report for each complaint received, a copy of which Grantee must submit to HHSC within three days after HHSC requests a copy. The complaint report must contain the following elements:

- A. Date of Grantee's receipt of the complaint;
- B. Name of complainant;
- C. Name of the Consumer, if the Consumer is not the complainant;
- D. Contact information for complainant and, if different, for any Consumer receiving services to which the complaint relates;
- E. A description of, and details about, the complaint;
- F. Steps taken by the Grantee to investigate the complaint and its resulting findings;
- G. Complaint resolution;
- H. Name of staff involved in the investigation and resolution;
- I. Date resolution was completed; and
- J. Date the Grantee provided information to the complainant as described in 40 TAC Chapter 49.

12.9 Need to Inform

Grantee shall inform HHSC Contract staff within ten days after any of the following conditions occurs:

- A. Problems, delays, or adverse conditions which materially impair the Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
 - i. Action taken to address the issues creating delays;

- ii. Action taken to meet Contract requirements notwithstanding those issues;
and
 - iii. Any assistance needed to resolve the situation.
- B. Legal or financial difficulties (*e.g.*, lawsuit, IRS involvement, bankruptcy) that involve the Grantee or could affect the Program; or
- C. Change in location (*e.g.*, Grantee HCSSA parent agency, ADS, branch office, administrative support site, some combination, other) for Contract-related work (*NOTE: This requirement is for Contract purposes. It does not limit any other or stricter licensure, certification, or other requirement or time frame applicable or related to any such change, with which Grantee must also comply.*)

12.10 Contract Monitoring Questionnaire

The Grantee must comply with all applicable cost principles, audit and Contract monitoring requirements, and administrative requirements under the Contract, Contract management guidelines, and state and federal regulations. To ensure compliance with these requirements, HHSC utilizes a risk-based Contract monitoring process, Contract Monitoring Questionnaire (“**CMQ**”), which is part of the risk-based Contract monitoring process and provides HHSC with detailed and ongoing information regarding the Grantee’s internal and financial controls and other general Contracting processes. In addition to complying with the requirements of 40 TAC, Part 1, Chapter 49, Subchapter D, Division 2, Monitoring and Investigation, and complying and cooperating with any HHSC request or function conducted under that Division, the Grantee must submit an initial CMQ within 30 days after Contract execution and within 60 days prior to the end of each state fiscal year thereafter.

12.11 Turnover Plan

Turnover is defined as those activities that are required of the Grantee in order to transition Contract operations to a subsequent Grantee or Contractor, or to HHSC. During turnover, the Grantee must ensure that HHSC and the Consumers do not experience any adverse impact from the transfer of services to another entity or to HHSC. Within 30 days after execution of the Contract, Grantee must submit to HHSC for approval, a final turnover plan, which it shall update as needed during the term of the Contract. Within 60 days prior to the end of each state fiscal year thereafter, other than the fiscal year in which the Contract ends, Grantee must submit an Annual Operations Turnover Plan to HHSC for approval. Within six months prior to the end of the Contract, or as otherwise requested by HHSC, Grantee must submit a “ready to implement” Turnover Plan to HHSC for approval. Grantee shall complete any change HHSC requires for approval within 30 days after HHSC notifies the Grantee of the required change.

Grantee’s turnover activities must include:

- A. Transfer of information, including data (if applicable); functional business process flows; and operational information pertaining to the delivery of services to Consumers;

- B. Transfer, with appropriate consents for documentation relating to Consumers, of all written (including electronic format) documentation, including policies and procedures, case files, emergency and complaint documentation, and pending or in-progress eligibility determinations;
- C. Transfer of all training schedules and materials in electronic format, including but not limited to: training curriculum development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all other training and curriculum development documentation and data related to the required training of Grantee's staff;
- D. Comprehensive and complete knowledge transfer to HHSC or to another entity of all Grantee practices and procedures utilized in performing all CMPAS Contract requirements;
- E. The implementation of a quality assurance process to monitor turnover activities; and
- F. Training HHSC and/or successor Grantee or Contractor staff in the operation of business processes and any supporting processes related to the Contract.

The Turnover Plan must delineate the turnover activities the Grantee will engage through the end of the Contract and for the subsequent six months after the end of the Contract. The Grantee is required to cooperate with HHSC and the successor Grantee or Contractor to make available information and experience the Grantee acquired during the CMPAS Contract term to the extent necessary to assist in a successful transition to the successor Grantee or Contractor.

At a minimum, the Turnover Plan must include the following:

- A. The Grantee's plan for the turnover;
- B. Defined tasks and subtasks for the turnover, including staffing and resource requirements;
- C. A turnover schedule;
- D. A list of all Consumer documentation and case files (*e.g.*, documentation maintained and work currently in progress for determining eligibility for Consumers);
- E. Current documentation of outstanding issues;
- F. Statement of resource requirements that must be met by a successor Grantee or HHSC to take over the program, including organization charts and resource requirements necessary to perform the operations of the program;
- G. Knowledge transfer, inclusive of the target knowledge and expertise that should be shared with the successor Grantee or HHSC; and
- H. Any other information needed for an orderly transfer of services.

Upon notification by HHSC that turnover activities are required, the Grantee must implement its Turnover plan, complete all turnover activities, and obtain HHSC approval that all turnover activities have been completed prior to the Grantee's submission for final payment.

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Attachment B

CONTRACT DELIVERABLES

Deliverable ID	Requirements	Due Date	Freq
CMPAS D-01 Initial Eligibility Determination	The Grantee shall provide HHSC with a list of all individuals HHSC referred from the interest list for an assessment and eligibility determination with respect to whom the Grantee has sent a notice of its eligibility determination. This list shall include the name of the individual assessed; the eligibility determination and date; the date of written notice to the individual; the date the Grantee began providing services to an eligible individual; and the amount of an eligible individual's co-payment. Reference: Section 6, Initial Eligibility Determination, of the Contract Statement of Work, Attachment A .	By the tenth of the month following the end of each quarter	Quarterly
CMPAS D-01.1 Reassessment	The Grantee shall provide HHSC with a list of consumers for which annual reviews have been completed during the quarter. This list shall include the name of the consumer; the due date for the annual reassessment (one year after the service initiation or last reassessment date), or the date the Grantee learns of a Consumer change in status requiring reassessment; the date the reassessment was completed; and the effective implementation date and nature of any service plan changes. Reference: Section 8 , Eligibility Reassessment Requirements, of the Contract Statement of Work, Attachment A .	By the tenth of the month following the end of each quarter	Quarterly
CMPAS D-01.2 Consumer Case Files and Grantee Records	The Grantee shall provide case files to HHSC upon request within ten days after the HHSC request date. The Grantee shall ensure that all documentation for each case file meets the requirements set forth in Section 12 , Contract Deliverables Requirements, Subsection 12.6 , Consumer Case Files and Grantee Records, of the Contract Statement of Work, Attachment A .	Within ten days after the HHSC request date	As Requested
CMPAS D-02 Suspension or Termination of Consumer Services	The Grantee shall notify the HHSC regional designee in writing within seven days after any suspension or termination of Consumer services. The Grantee shall meet all requirements of Section 11 , Suspension or Termination of Consumer Services, of the Contract Statement of Work, Attachment A .	Within seven days after suspension or termination of Consumer services	As Required

Deliverable ID	Requirements	Due Date	Freq
<p>CMPAS D-03</p> <p>Need to Inform</p>	<p>Without limiting non-contractual requirements, Grantee shall inform HHSC Contract staff within ten days after any of the following conditions occurs:</p> <p>A. Problems, delays, or adverse conditions which materially impair the Grantee’s ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:</p> <p style="padding-left: 40px;">i. Action taken to address the issues creating delays,</p> <p style="padding-left: 40px;">ii. Action taken to meet Contract requirements notwithstanding those issues; and</p> <p style="padding-left: 40px;">iii. Any assistance needed to resolve the situation.</p> <p>B. Legal or financial difficulties (<i>e.g.</i>, lawsuit, IRS involvement, bankruptcy) that involve the Grantee or could affect the Program; or</p> <p>C. Change in location (<i>e.g.</i>, Grantee HCSSA parent agency, ADS, branch office, administrative support site, some combination, other) for Contract-related work (<i>NOTE: This requirement is for Contract purposes. It does not limit any other or stricter licensure, certification, or other requirement or time frame applicable or related to any such change, with which Grantee must also comply.</i>)</p> <p>The Grantee shall meet all requirements in Section 12, Contract Deliverables Requirements, Subsection 12.9, Need to Inform, of the Contract Statement of Work, Attachment A.</p>	<p>Within ten days after a change occurs</p>	<p>As Required</p>
<p>CMPAS D-04</p> <p>Individualized Service Plan</p>	<p>The Grantee shall provide HHSC with a list of Consumer service plan changes by the tenth of the month following the end of each quarter. This list shall include the name of the Consumer served, the date the Grantee became aware of the change in the Consumer’s circumstances, the date of reassessment, and the date of the completed service plan changes.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Section 9, Individualized Service Plan.</p>	<p>By the tenth of the month following the end of each quarter.</p>	<p>Quarterly</p>
<p>CMPAS D-05</p> <p>Changes to Key Personnel</p>	<p>The Grantee shall submit notification to HHSC for approval in writing within ten days after it knows that a Key Personnel vacancy will occur or has occurred for any reason, or no less than ten days prior to making an organizational change in Key Personnel. Notification must include a plan to recruit the identified Key Personnel.</p>	<p>Within ten days after knowledge of vacancy or prior to making a change</p>	<p>As required</p>

Deliverable ID	Requirements	Due Date	Freq
	Reference: Grantee's notification must comply with Section 12 , Contract Deliverables Requirements, Subsection 12.4 , Key Personnel and Organizational Requirements, of the Contract Statement of Work, Attachment A .		
<p>CMPAS D-05.1</p> <p>Initial Organization Structure and Chart</p>	<p>The Grantee shall submit for HHSC approval its organizational structure within 30 days after contract execution, or by another date specified by HHSC. The Grantee must include an organizational chart with the names and positions of all personnel assigned to this Contract, which chart must designate Key Personnel. The submission must include the percentage of each key personnel member's time allocated exclusively to this Contract, resumes, references and other information for key personnel.</p> <p>The Grantee must submit to HHSC for approval a change in the organizational structure no less than 10 days prior to the change and must submit an updated organization chart to HHSC when a change in personnel occurs, or as requested by HHSC.</p> <p>Reference: Grantee's submissions must comply with Section 12, Contract Deliverables Requirements, Subsection 12.4, Key Personnel and Organizational Requirements, of the Contract Statement of Work, Attachment A.</p>	<p>Within 30 days after contract execution or by any other date specified by HHSC</p> <p>No less than 10 days prior to a change in organizational structure; When a change occurs in the organization chart or as requested by HHSC.</p>	<p>One-time</p> <p>As required</p>
<p>CMPAS D-05.2</p> <p>Key Personnel Changes</p>	<p>The Grantee shall provide notification to HHSC in writing within ten days after Key Personnel are permanently or temporarily redirected to perform functions other than the responsibilities of that key personnel's current position, as required in Section 12, Contract Deliverables Requirements, Subsection 12.4, Key Personnel and Organizational Requirements, of the Contract Statement of Work, Attachment A.</p>	<p>Within ten days after occurrence</p>	<p>As required</p>
<p>CMPAS D-06</p> <p>Plan of Operation</p>	<p>The Grantee shall submit a final plan of operation to HHSC within 30 days after execution of the contract.</p> <p>Grantee shall submit to HHSC for approval on-going plan updates and changes at least 30 days before a change is to become effective.</p> <p>The Grantee shall include all plan requirements set forth in Section 12, Contract Deliverables Requirements, Subsection</p>	<p>Within 30 days after execution of the contract</p> <p>At least 30 days before a change</p>	<p>One-time</p> <p>As Required</p>

Deliverable ID	Requirements	Due Date	Freq
	12.3 , Plan of Operation, of the Contract Statement of Work, Attachment A .	becomes effective	
CMPAS D-07 Staff Development Plan	<p>The Grantee shall submit a final staff development plan to HHSC within 30 days after execution of the contract. Grantee shall submit to HHSC for approval on-going plan updates and changes at least 30 days before a change is to become effective.</p> <p>The Grantee shall include all plan requirements set forth in Section 12, Contract Deliverables Requirements, Subsection 12.5, Grantee Staff Development, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 30 days after execution of the contract</p> <p>At least 30 days before a change becomes effective</p>	<p>One-time</p> <p>As Required</p>
CMPAS D-08 Consumer Emergency Plan	<p>Within 30 days after execution of the contract, the Grantee shall submit a final Consumer Emergency Plan to HHSC for approval. Grantee shall submit to HHSC for approval each on-going plan update and change at least 30 days before a change is to become effective.</p> <p>Reference: Section 12, Contract Deliverables Requirements, Subsection 12.7, Consumer Emergency Plan, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 30 days after execution of the contract</p> <p>At least 30 days before a change becomes effective</p>	<p>One-time</p> <p>As Required</p>
CMPAS D-09 Complaint Resolution Plan	<p>The Grantee shall submit to HHSC for approval a final Complaint Resolution Plan within 30 days after execution of the contract and shall submit on-going plan updates and changes to HHSC for approval at least 30 days before a change is to become effective.</p> <p>The Grantee shall include all plan requirements set forth in Section 12, Contract Deliverables Requirements, Subsection 12.8, Complaint Resolution Plan, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 30 days after execution of the contract</p> <p>At least 30 days before a change becomes effective</p>	<p>One-time</p> <p>As Required</p>
CMPAS D-10 Complaint Reports/Files	<p>The Grantee shall submit to HHSC a copy of any complaint report HHSC requests within three days after the HHSC request.</p> <p>The Grantee shall include in each complaint report all requirements set forth in Section 12, Contract Deliverables Requirements, Subsection 12.8, Complaint Resolution Plan, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within three days of a request from HHSC</p>	<p>As Requested</p>

Deliverable ID	Requirements	Due Date	Freq
<p>CMPAS D-11</p> <p>Expenditures</p>	<p>The Grantee shall submit to HHSC its first Expenditure Report within 30 days after contract execution or by the date specified by HHSC, and thereafter, no less than 60 days prior to the end of each state fiscal year.</p> <p>The Grantee shall include all requirements outlined for an Expenditure Report in Attachment E, Expenditure Report.</p>	<p>Within 30 days after contract execution</p> <p>Thereafter, no less than 60 days prior to the end of each state fiscal year.</p>	<p>One-time</p> <p>Annually</p>
<p>CMPAS D-11.1</p> <p>Expenditure and Projection Report</p>	<p>The Grantee shall provide quarterly expenditure and projection reports to HHSC by the 20th day after the end of the quarter.</p> <p>The Grantee shall include all requirements outlined in Attachment E, Expenditure Report.</p>	<p>By the 20th day after the end of each quarter</p>	<p>Quarterly</p>
<p>CMPAS D-12</p> <p>Invoicing</p>	<p>The Grantee shall submit to HHSC bi-monthly invoice requests for reimbursement or payment by the tenth and twenty-fifth day of the month.</p> <p>The Grantee shall comply with all invoicing requirements set forth in Section 2, Invoicing, of Attachment D, Payment for Services.</p>	<p>By the 10th and 25th day of the month</p>	<p>Bi-Monthly</p>
<p>CMPAS D-13</p> <p>Transition Plan</p>	<p>The Grantee shall provide to HHSC a final draft of its Transition Plan no later than ten days after the date of contract execution.</p> <p>The Grantee's plan must include all plan requirements set forth in Section 12, Contract Deliverables Requirements, Subsection 12.2, Transition Plan, of the Contract Statement of Work, Attachment A.</p>	<p>No later than ten days after the date of contract execution</p>	<p>One-time</p>
<p>CMPAS D-14</p> <p>Contract Monitoring Requirements and Questionnaire</p>	<p>The Grantee must submit a Contract Monitoring Questionnaire to HHSC within 30 days after contract execution and within 60 days prior to the end of each state fiscal year thereafter.</p> <p>Reference: Section 12, Contract Deliverables Requirements, Section 12.10 Contract Monitoring Requirements and Questionnaire, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 30 days after contract execution</p> <p>Annually after initial submission, within 60</p>	<p>One-time</p> <p>Annually</p>

Deliverable ID	Requirements	Due Date	Freq
		days prior to the end of each state fiscal year.	
<p>CMPAS D-15</p> <p>Turnover Plan</p>	<p>The Grantee shall submit a final Turnover Plan to HHSC for approval within 30 days after execution of the contract, and an Annual Operations Turnover Plan within 60 days prior to the end of each state fiscal year of the Contract, other than the fiscal year in which the Contract ends. Six months prior to the end of the Contract, or as otherwise requested by HHSC, Grantee must submit to HHSC a “ready to implement” Turnover Plan.</p> <p>The Grantee’s Turnover Plan must comply with all requirements set forth in Section 12, Contract Deliverables Requirements, Section 12.11 Turnover Plan, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 30 days after execution of the contract</p> <p>Within 60 days prior to the end of each state fiscal year</p> <p>Six months prior to the end of the contract or as otherwise requested by HHSC</p>	<p>One-time</p> <p>Annually</p> <p>As Requested</p>
<p>CMPAS D-16</p> <p>Emergency Preparedness and Business Continuity Plan</p>	<p>The Grantee shall have an approved Emergency Preparedness and Business Continuity Plan within 50 days after contract execution or by the date specified by HHSC; and thereafter must update it and resubmit it annually to HHSC for approval within 30 days prior to the end of each state fiscal year.</p> <p>The Grantee shall include all plan requirements set forth in Section 12, Contract Deliverables Requirements, Subsection 12.1, Emergency Preparedness and Business Continuity Plan, of the Contract Statement of Work, Attachment A to the Contract Signature Document.</p>	<p>Within 50 days after execution of the contract or date specified by HHSC</p> <p>Annually within 30 days prior to the end of each state fiscal year</p>	<p>One-time</p> <p>Annually</p>

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Attachment C

KEY PERFORMANCE REQUIREMENTS

HHSC will regularly monitor Grantee's success in meeting the following list of Key Performance Requirements ("KPR"). HHSC will use KPRs to measure the Grantee's successful performance of the Contract requirements, including deliverables, to which they relate. However, all Contract requirements are subject to performance evaluation by HHSC. Time frames referenced below are in calendar days. The Grantee must send all correspondence to the HHSC CMPAS SAR VAR email address at cmpas_sar_var@hhsc.state.tx.us.

CMPAS KPR 1	
Reporting Period	As Requested
Service/Component	Official Correspondence
Performance Standard	Grantee shall respond as requested to each State Action Request (SAR) or Vendor Action Request (VAR) Response by the due date indicated on the correspondence.
Measurement of Noncompliance	Each day for which a submission found unacceptable by HHSC remains uncorrected, or beyond the due date specified by HHSC without the Grantee providing the requested information.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date specified by HHSC, and the response submitted to the response requested.

CMPAS KPR 2	
Reporting Period	As Requested
Service/Component	Official Correspondence
Performance Standard	Grantee shall submit complete and accurate responses to any SAR or VAR Response memos no later than ten days after the Grantee's receipt of the request or by the date specified by HHSC (<i>NOTE: Grantee shall submit in writing any request for extension of a High Priority deadline no later than three hours after Grantee receives the SAR or VAR Response. The extension request must specify the estimated date of completion and the reasons for the requested extension</i>).
Measurement of Noncompliance	Each day that a submission is late, which includes Grantee's failure to provide a requested response by the due date indicated by HHSC, or for which a response found incomplete or inaccurate by HHSC remains uncorrected.
Calculation/ Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the response date of the SAR or VAR Response from the Grantee via the formal communication process to the applicable

	due date, and the accuracy and completeness of the response relative to the response requested.
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CMPAS KPR 3	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination
Performance Standard	Grantee must accurately determine eligibility for all individuals HHSC refers for an assessment and eligibility determination at least 95% of the time.
Measurement of Noncompliance	Each percentage point under 95%
Calculation/Reporting Process	HHSC determines the Grantee's compliance with this KPR by performing a quality assurance check of the Grantee's initial eligibility determinations to assess their accuracy, based on a random sample of documentation supporting the determination for individuals, which HHSC requests under CMPAS D-01.2 in Attachment B , Contract Deliverables, based on the lists required to be submitted under CMPAS D-01 of the same Attachment.

CMPAS KPR 4	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination
Performance Standard	Within 30 days after HHSC refers an individual to Grantee from the interest list, Grantee must complete a final eligibility determination and send written notice to HHSC of the referral disposition. Within three days after the determination, Grantee must provide written notice to the individual. Grantee must meet the required time frames at least 95% of the time.
Measurement of Noncompliance	Each percentage point under 95%
Calculation/Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing, on a quarterly basis, the date HHSC referred the individual from the interest list to the Grantee, with the date of the Grantee's final eligibility determination, notice to HHSC, and written notice to the individual.</p> <p>To make this determination, HHSC will utilize a random sample of individuals from the list required to be submitted under CMPAS D-01 in Attachment B, Contract Deliverables, and, as needed, will request case files under CMPAS D-01 of the same Attachment for supporting documentation.</p>

CMPAS KPR 5	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination and Reassessment

Performance Standard	Grantee must ensure accurate determinations of the Consumer's co-payment under 40 TAC 44.501, 95% of the time
Measurement of Non-compliance	Each percentage point under 95%
Calculation/Reporting Process	HHSC determines Grantee's compliance with this KPR by performing a quality assurance check on the initial eligibility determination, consumer service plan changes, and annual reassessments on a quarterly basis to assess the accuracy of co-payment determinations under 40 TAC §44.501, using a random sample of documentation supporting the determination of co-payments, which HHSC requests under CMPAS D-01.2, Attachment B , Contract Deliverables, based on the lists required to be submitted under CMPAS D-01 and D-01.1 of the same Attachment.

CMPAS KPR 6	
Reporting Period	Quarterly
Service/Component	Reassessment
Performance Standard	Grantee must ensure 95% accuracy in the annual reassessment of eligibility for all Consumers.
Measurement of Non-compliance	Each percentage point under 95%
Calculation/Reporting Process	HHSC determines compliance with this KPR by performing, on a quarterly basis, a quality assurance check on the annual or change in status-based reassessment to assess the accuracy of the reassessment, resulting determinations, and any service changes, using a random sample of the Grantee's reassessment documentation, which HHSC requests under CMPAS D-01.2, Attachment B , Contract Deliverables, based on the lists required to be submitted under CMPAS D-01.1 of the same Attachment.

CMPAS KPR 7	
Reporting Period	Quarterly
Service/Component	Service Delivery Requirements
Performance Standard	Grantee shall initiate services within seven days after HHSC enters the initial CMPAS authorization for a Consumer in its Service Authorization System, at least 95% of all instances.
Measurement of Non-compliance	Each percentage point under 95%
Calculation/Reporting Process	HHSC determines compliance with this KPR by comparing, on a quarterly basis, the date HHSC enters the initial CMPAS authorization in its Service Authorization System, with the date Grantee initiated services for an eligible applicant, using a random sample of applicants determined to be eligible for service from the list required to be submitted under CMPAS D-01 of Attachment B , Contract Deliverables.

CMPAS KPR 8	
Reporting Period	Quarterly
Service/Component	Service Plan Changes
Performance Standard	Grantee must incorporate all necessary changes into the service plan based on a reassessment within fourteen days after the Grantee becomes aware of the need for, or after the Consumer requests, a service plan change, at least 95% of all instances.
Measurement of Non-compliance	Each percentage point under 95%
Calculation/Reporting Process	<p>Compliance with this KPR is determined by the following:</p> <ol style="list-style-type: none"> 1. Determination by HHSC on a quarterly basis by comparing the date the Grantee became aware of the need for, or the Consumer requested, a change to the date of Grantee incorporated all necessary changes into the services plan, based on the list required to be submitted under CMPAS D-04 of Attachment B, Contract Deliverables; 2. HHSC quality assurance check, on a quarterly basis, of changes to Consumer service plans based on reassessment of the Consumers, using a random sample of the Grantee's documentation of its reassessments and service plan changes, which HHSC requests under CMPAS D-01.2, Attachment B, Contract Deliverables, based on the lists, required to be submitted under CMPAS D-04 of the same Attachment.

CMPAS KPR 9	
Reporting Period	As Requested
Service/Component	Grantee Records
Performance Standard	Grantee shall make all financial information requested by HHSC available within twenty-four hours after the request.
Measurement of Non-compliance	Each day beyond the due date for a late submission or for which a submission being found unacceptable by HHSC remains uncorrected.
Calculation/Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the date, time, and content of Grantee's submission relative to the date and time of the HHSC request and the financial information requested by HHSC, each via the formal communication process.

CMPAS KPR 10	
Reporting Period	Annually and as Required
Service/Component	Plan of Operation
Performance Standard	Grantee shall submit a final Plan of Operation to HHSC for approval within 30 days after execution of the contract; and at least

	30 days before any ongoing update to, or change in, the Plan of Operation is to become effective. See CMPAS D-06 in Attachment B , Contract Deliverables.
Measurement of Noncompliance	Each day beyond the due date for a late submission, or for which a submission of a Plan or Plan change that HHSC does not approve remains unapproved.
Calculation/Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the submission date of the Plan of Operation via the formal communication process with the applicable due date, and the date of HHSC approval of a submitted Plan or Plan change relative to the submission's initial due date.

CMPAS KPR 11

Reporting Period	Each Emergency Incident
Service/Component	Consumer Emergency Plan
Performance Standard	Grantee shall report any emergency to HHSC within one day after the emergency via the formal communication process.
Measurement of Non-compliance	Each day beyond the due date for a late submission.
Calculation/Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the date Grantee submitted notice of the emergency incident to HHSC via the formal communication process to the established due date.

CMPAS KPR 12

Reporting Period	Upon Request
Service/Component	Copies of individual complaint reports
Performance Standard	Grantee shall submit to HHSC a copy of any complaint HHSC requests within three days after the date of the HHSC request in compliance with CMPAS D-10 in Attachment B , Contract Deliverables.
Measurement of Non-compliance	Each day beyond the due date for a late submission or for which the Grantee's submission lacks required elements, based on HHSC review.
Calculation/Reporting Process	Compliance with this KPR is determined by comparing the submission date of the requested complaint reports via the formal communication process to the established due date, and by comparing the content of the report received to the content required under the Contract's Statement of Work, Section 12 , Contract Deliverables, Subsection 12.8 , Complaint Resolution Plan.

CMPAS KPR 13

Reporting Period	One-time and as Required
Service/Component	Complaint Resolution Plan
Performance Standard	Grantee shall submit to HHSC for approval, within 30 days after execution of the contract, a final Complaint Resolution Plan that

	complies with CMPAS D-09 in Attachment B , Contract Deliverables, and shall submit ongoing changes and updates to the Complaint Resolution Plan to HHSC for approval at least 30 days before a change is to become effective.
Measurement of Non-compliance	Each day beyond the due date for a late submission, or for which a submission of a Plan or Plan change that HHSC does not approve remains unapproved.
Calculation/Reporting Process	HHSC determines Grantee's compliance with this KPR by comparing the date Grantee submits its Complaint Resolution Plan or Plan changes or updates via the vendor formal communication process with the established due date, and the date of HHSC approval of a submitted Plan or Plan change or update relative to the submission's initial due date.

CMPAS KPR 14	
Reporting Period	Bi-monthly
Service/Component	Invoice
Performance Standard	Grantee shall submit an invoice request for reimbursement or payment bi-monthly by the tenth and twenty-fifth day of the month in accordance to Attachment D, Payment for Services, Section 2, Invoicing .
Measurement of Non-compliance	Each day beyond the due date for a late submission, or for which a submission does not meet Contract invoicing requirements, based on HHSC review, as described and referenced in CMPAS D-12 in Attachment B , Contract Deliverables. Failure to meet the Performance Standard may affect the amount or timing of HHSC reimbursement or payment to Grantee.
Calculation/Reporting Process	HHSC determines compliance with this KPR by comparing the submission date to the established due date and by comparing the invoice content and supporting documentation requirements under the Contract, as described and referenced in CMPAS D-12 in Attachment B , Contract Deliverables, to the invoice and request for payment content and supporting documentation that Grantee submits via the formal communication process.

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Attachment D

PAYMENT FOR SERVICES**1. Payment for Services**

HHSC will reimburse the Grantee in accordance with *Texas Government Code* Chapter 2251 for allowable costs for services performed satisfactorily and 40 TAC, Part 1, Chapter 49, Subchapter C, § 49.311, Claims Payments. HHSC will reimburse costs based on actual expenses incurred that are invoiced in accordance with **Section 2** of this Attachment and supported by adequate documentation. All incurred expenses for which an invoice for payment is submitted must also be reported in a Grantee Expenditure Report submitted to HHSC in accordance with **Attachment E**, Expenditure Report, of this Contract.

HHSC measures satisfactory performance of this Contract based on:

- A. Grantee's adherence to the Contract and success in meeting the Key Performance Requirements in **Attachment C**, Key Performance Requirements;
- B. results of independent audit reports; and
- C. Grantee's timely, complete, and accurate performance of the requirements set forth in **Attachment A**, Statement of Work, and the Contract Deliverables listed in **Attachment B**, Contract Deliverables.

This Contract is funded on a cost reimbursement basis. Under the cost reimbursement method of funding, Grantee is required to finance operations with its own working capital. Grant payments from HHSC will reimburse the Grantee for actual cash disbursements supported by adequate documentation.

HHSC makes no guarantee of volume, usage, or total compensation to be paid to the Grantee under this Contract. This Contract is subject to appropriations and to the continuing availability of funds. The Grantee has no expectation of additional or continued funding.

2. Invoicing

Grantee shall invoice HHSC based on non-reimbursed and allowable expenses under Grantee's approved budget that Grantee has incurred at the time of the request. Grantee shall submit requests to HHSC for reimbursement or payment bi-monthly by the timeframes listed below:

- 1st through the 15th: due by the 25th of the same month; and
- 16th through the 30th or 31st: due by the 10th of the following month.

Grantee must submit its invoices for reimbursement or payment to HHSC via email to aes_invoices@hhsc.state.tx.us and cmpas_sar_var@hhsc.state.tx.us within the time frames established under the preceding paragraph of this Attachment. Grantee must maintain and submit with each invoice documentation supporting the provision of service and substantiating the costs incurred and the invoice submitted for payment. Grantee must use the following naming convention for the subject line of the email: "Grantee's Legal Entity Name. Invoice #. Month Year." *For example, an invoice submitted to HHSC by ABC, Inc., for the month of September 2019*

would look like this: “ABC, Inc. Invoice #1. September 2019.” The invoice must comply with 34 TAC, Part 1, Chapter 20, Subchapter F, Division 1, § 20.487, Invoicing Standards. Without limiting those requirements, the invoice must include:

- Grantee’s Legal Name;
- State of Texas Vendor number or federal tax Identification number;
- Grantee’s address;
- Grantee’s Telephone number;
- Invoice number;
- State agency Contract Number;
- State agency and division name;
- Description of goods and services provided;
- Date(s) of Service;
- If a sub-Contractor(s) is required to provide CMPAS, an attached explanation of benefits (“**EOB**”) for the sub-Contractor(s) services rendered;
- The name and telephone number of a person designated by the Grantee to answer questions regarding the invoice; and
- Documentation supporting the services, and substantiating costs incurred for the invoice provided to HHSC.

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Attachment E

EXPENDITURE REPORT**1. Expenditure Report Requirements**

Grantee's Expenditure Report is based on the **Attachment M**, Grantee Plan of Operation.

Upon Contract execution, Grantee must submit the first expenditure report within 30 days after Contract execution or by the date specified by HHSC, and thereafter, no less than 60 days prior to the end of each state fiscal year.

The Grantee must provide quarterly expenditure and projection reports to HHSC by the 20th day after the end of the quarter. The quarters for reporting are listed below:

- A. September – November: due by the 20th of December;
- B. December – February: due by the 20th of March;
- C. March – May: due by the 20th of June; and
- D. June – August: due by the 20th of September.

The Quarterly Expenditure Report must outline any changes from the original and/or the annual Grantee's Expenditure Report.

The original Grantee's Expenditure Report (**Section 2 below**), and the annual Grantee Expenditure Report, must provide projected costs for the remaining term of the Contract and actual costs for costs incurred during the performance of the contract. The Quarterly Expenditure Report must include actual costs. All expenditure reports must adhere to the following requirements:

- A. Personnel – The actual cost of employee salaries devoted to working on activities directly related to the CMPAS Program. These costs are allowable to the extent that they are identified in the Contract budget and conform to 45 CFR Part 75. Specify by title or name the positions that support the CMPAS services; how many positions the Grantee has with the same title or name; and the percentage of time each position allocates to each service. Do not include the costs of consultants. The costs of consultants must be included in a separate category under "Other."
- B. Fringe Benefit – The specific costs of fringe benefits, such as the amount spent for contributions under the U.S Code, Title 26, Subtitle C, Chapter 21, Federal Insurance Contributions Act, and the Labor Code, Title 4, Subtitle A, Texas Unemployment Compensation Act, and for health insurance, worker's compensation, retirement, and leave. The fringe benefit rate should be based on Contractor's actual expenditures. The fringe benefit rate is typically calculated by dividing an organization's total fringe benefit costs by total wage/salary costs. Provide specific calculations that show how these costs were derived. The cost of fringe benefits is allowable in proportion to the amount of time employees devote to the grant- funded Project, and to the extent that the benefits are reasonable and are in accordance with 45 CFR Part 75.431 and CFR § 200.

- C. Travel – The cost of transportation, lodging, meals, and related expenses incurred by employees of the organization while performing duties relevant to CMPAS. Out- of-state travel is travel outside of the Contractor’s service area or outside of the State of Texas to attend conferences and training. Travel costs associated with out-of-state travel are allowable only to the extent that HHSC has given it prior approval, with such approval to be given at least 30 days in advance of the travel. Other/local travel costs are those incurred in direct support of the CMPAS Program and include items such as traveling to outlying counties at least once per month, tolls, and parking fees. Costs attributable to conference registration fees must be classified under the “Other” cost category. HHSC will only reimburse travel costs up to the maximum travel rates identified in the State of Texas Travel Policies and Procedures, available at: https://fmx.cpa.texas.gov/mt/fmx/_poliproc/travel/index.php. Do not enter costs for consultants' travel or local transportation. Include this information under “Other.”
- D. Materials and Supplies – The cost of consumable items necessary to carry out the services under this HHSC program, including office supplies, Consumer educational supplies, software, and any tangible items other than those defined under equipment.
- E. Equipment – The cost of any purchases of an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. *(NOTE: If the item does not meet the \$5,000 threshold, include it in your budget under “Supplies.” Include items such as maintenance for copiers or postage meters as part of “Other” costs).*
- F. Professional Services and Subcontractors – Each known Contractor, including the names of the organizations or individuals, the purposes of the Contracts, and the estimated dollar amounts of the awards as part of the budget justification. If the name of the Contractor, exact scope of work, and estimated total costs are not available or have not been negotiated, enter something such as “Contractor A” as the Contractor name, and include the best estimate of the cost of the work, as well as the best available description of the nature of the work to be purchased. Any third-party Contract that is equal to or exceeds \$100,000 over the life of the Contract must obtain prior written approval from HHSC before entering into the Contract.
- G. Other – All other costs not included under another category. Examples of these costs include: non-Contractual fees and travel paid directly to individual consultants; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments (*e.g.* materials and supplies); and travel costs related to staff development (*i.e.*, official training) at travel rates as identified in the State of Texas Travel Policies and Procedures, available at: https://fmx.cpa.texas.gov/fmx/_travel/texttravel/rates/current.php.
- H. Indirect Costs – The Grantee must provide an approved indirect cost rate letter from a cognizant agency. The Grantee may request indirect costs if it has a current indirect cost rate agreement. This indirect cost rate must be supported by an approved indirect cost rate letter, Attachment N. A Grantee without an indirect cost rate letter can use a ten percent (10%) rate until such letter is provided to HHSC. The Grantee must go online and complete the questionnaire or upload the ICR documentation using the following link: <https://texashhs.secure.force.com/GranteeLandingPage/>

Costs will be reviewed for compliance with UGMS at <https://comptroller.texas.gov/purchasing/>

grant-management/ and applicable federal regulations in 45 CFR Part 75, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs must be itemized to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

HHSC’s final payment to the Grantee will be based on only that information which the Grantee provides to HHSC within 60 days after the termination of the Contract. This payment provision applies to final payment whether at the completion of the Contract period or in the event of early Contract termination.

2. Grantee’s Expenditure Report

A. Budget Summary (All Regions)

TOTAL	
Cost Categories	Total Budget Requested
A. Personnel	\$4,672,956
B. Fringe Benefits	\$1,401,887
C. Travel	\$16,500
D. Equipment	\$10,000
E. Supplies	\$30,000
F. Prof&Cont.	\$0
G. Other	\$27,084
H. Total Direct Costs:	\$6,158,427
I. Indirect Costs	\$820,302
J. Total (Sum of H and I)	\$6,978,729

B. Personnel and Fringe (All Regions)

PERSONNEL						Total
Staff Position	Certification or License (Enter NA if not required)	Vacant V/F	Justification	Monthly Salary	No. of Months	Annual Salary
Administrator/ALT	NA	F	Ensure Quality/Contractual delivery of the Program -0.20 FTE 80K x .20 = 16K / 12= \$1330	\$1,333.00	12	\$15,996
Field Supervisor/ CMPAS Program Manager	NA	F	Direct Day to Day program oversight and Program case management activities 1 FTE	\$3,957.00	12	\$47,484
Data Coordinator	NA	F	Program data entry/billing/payroll - 3 FT	\$7,200.00	12	\$86,400
PAS Caregivers	NA	F	Provide direct care to the CMPAS Clients - Appx. 500 positions - PT @10/hr	\$357,716.00	12	\$4,292,592
Field Supervisor	NA	F	Provide visits per program requirements - Over all regions total 4.5 FTE	\$17,807.00	12	\$213,684
Billing Personnel	NA	F	Invoicing, AR tracking 0.5 FTE	\$1,400.00	12	\$16,800
Total Salary						\$4,672,956

Fringe benefits are provided by the organization as compensation to its employees. Fringe benefits include, but are not limited to, the cost of employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable (in proportion to the amount of time or effort employees devote to the grant funded project), to the extent that the benefits are reasonable and are in accordance with 2 CFR Part 200.

C. Travel (All Regions)

ALL OUT OF STATE TRAVEL MUST HAVE HHSC PRIOR APPROVAL AT LEAST 30-DAYS IN ADVANCE OF TRAVEL. INCLUSION IN AN APPROVED BUDGET DOES NOT CONSTITUTE APPROVAL FOR OUT OF STATE TRAVEL.
 Do you have a travel policy more restrictive than what is allowed by the contract?

				<i>*Total amounts auto-populate</i>	
Conference/Workshop Travel				Total	
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	Travel Total Costs
			Days/Employees		
HHSC Eligibility Determination and Assessment	Required training from HHSC - Sending various employee's over the State	TBD	TBD	Mileage	\$500
				Airfare	\$3,000
				Meals	\$300
				Lodging	\$1,000
				Other Costs	\$0
				Total	\$4,800

				<i>*Total amounts auto-populate</i>	
Other / Local Travel Costs				Total	
Justification	Number of Miles	Mileage Reimbursement Rate (cannot exceed maximum state rate)	Mileage Cost (a) (auto-populates)	Other Costs (b)	Total (a) + (b) (auto-populates)
Yearly mileage reimbursement while performing all duties as required for the case management of the CMPAS program	30000	\$0.390	\$11,700		\$11,700
				Total for Other / Local Travel	\$11,700

Other / Local Travel Costs:	<input type="text" value="\$11,700"/>	Conference / Workshop Travel Costs:	<input type="text" value="\$4,800"/>	Total Travel Cost:	<input type="text" value="\$16,500"/>
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The cost of transportation, lodging, meals, and related expenses incurred by employees of the organization while performing duties relevant to the program(s). Costs related to conference registration fees should be classified under the "Other" cost category.

D. Supplies (All Regions)

<i>*Total amounts auto-populate</i>		
Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
General Office Supplies	Program staff will need general office supplies, such as pens, notepads, post-it notes, staples, etc to conduct day to day business. Amount is based on historical data from previous fiscal years.	\$10,000
Routine Medical Supplies	Program direct care staff will need access to Personal Protective Equipment (PPE) such as gloves and other safety equipment such as gait belts to ensure proper transfer as needed.	\$10,000
Copier lease	Use for program to make paper or electronic scanned copies as needed	\$10,000
Total Supplies:		\$30,000

Supplies are defined as consumable items necessary to carry out the services under this HHSC program including office supplies patient educational supplies, software, and any items of tangible items other than those defined under equipment.

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E. Equipment (All Regions)

<i>*Total amounts auto-populate</i>				
Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Computer/Laptop purchase or depreciation	Data entry systems			\$10,000
Total Equipment:				\$10,000

2 CFR Part 200 - §200.33 Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

F. Professional/Subcontractor (All Regions)**There are no equipment expenditures approved for this Contract.**

The costs of activities directly associated with carrying out the statement of work that are contracted by the organization to a third party are recoded in the Professional/Subcontractor category. The Respondent may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the HHSC contract. Prior to entering into an agreement equaling \$100,000 or more, the Contractor shall obtain written approval from HHSC.

G. Other (All Regions)

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Annual training cost of caregivers	Avg caregiver wage x 2 training hours = \$10.00 x 2 = \$20.00 X Number of projected caregivers/special caregivers/back up caregivers/CDS caregivers (400)	\$8,000
Annual training cost of Assessor of Need (Field Supervisor) and CMPAS Program Manager	Avg caregiver wage x 2 training hours = \$23.43 x 2 = \$46.86 X Number of projected staff (5.5)	\$258
Annual training of Administrator/Alternate	Avg Administrator/Alternate wage x 2 training hours = \$41.66 x 2 = \$83.33 x Number of projected staff (5)	\$417
Annual training cost of Data Coordinators	Avg Data Coordinator wage x 2 = \$15.16 x 2 = \$30.33 x Number of projected staff (2.5)	\$76
Employee Recruitment, screenings	In order to provide and maintain a pool of qualified caregivers for the program	\$5,000
Occupancy and Rent	To provide a space for day to day management of the program.	\$10,000
Annual Depreciation Expense	Laptop	\$3,333
Total Other:		\$27,084

All other direct costs not listed in any other cost category are to be included in "Other". Examples of these costs include non-contractual fees and travel paid directly to individual consultants; local transportation, which means all travel which does not require per diem; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments; and staff development costs.

H. Indirect Costs (All Regions)

Enter the total amount of indirect costs, if any. If no indirect costs are requested, enter "none."					
The Respondent may request indirect costs if it has a current indirect cost rate agreement. A Respondent without an Indirect Cost Rate Letter can use at a rate less than a 10% rate until such letter is provided to HHS of the direct charges. Submit a copy of the cost rate certificate with this budget.					
Approved Rate:	13.32%				
Indirect Cost Method Used	Effective Date	Expiration Date	Modified Total Direct Cost or Other Cost Base		Maximum Indirect Cost Amount
Central Service Cost Allocation Plan	9/1/2019	12/31/2050	\$6,158,427.00		\$820,302.48
<p><u>Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and</u></p> <p>Overhead costs Expenses included in the indirect cost rate are salaries, fringe benefits and operational costs relating to general administration (GA) staff. GA staff includes the executive director, CFO, and Finance department (purchasing, payroll, accounts receivable, and accounts payable). Operating costs include office supplies, postage, copier usage, phone, and utilities. Operating costs are allocated based on square footage for utilities and usage rates for office supplies, postage, copies, and phone.</p>					

Expenses included in the indirect cost rate are salaries, fringe benefits and operational costs relating to general administration (GA) staff. GA staff includes the executive director, CFO, and Finance department (purchasing, payroll, accounts receivable, and accounts payable). Operating costs include office supplies, postage, copier usage, phone, and utilities. Operating costs are allocated based on square footage for utilities and usage rates for office supplies, postage, copies, and phone.

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Attachment F

HHSC UNIFORM TERMS AND CONDITIONS – GRANT (VERSION 2.16.1)

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



TEXAS
Health and Human Services

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.

“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

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.

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
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- 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.

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.

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.

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 NEGLIGENCE 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);

- 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.

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.

Attachment G

HHSC CMPAS/SSPD Supplemental Conditions

The HHSC Uniform Terms and Conditions- Grants (“HHSC UTCs”), Attachment F of the Contract, is revised as follows:

1. **Article VI, Intellectual Property**, of the HHSC UTCs is deleted in its entirety.
2. **Section 7.1, Books and Records**, of the HHSC UTCs is deleted in its entirety and replaced with the following:

“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 and 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 a longer period is required by applicable law, the Grantee will retain legible copies of the Contract and all related documents for a minimum of the longest of the following three periods: (i) 7 years after the Contract is completed, expires, or is otherwise terminated; (ii) 7 years after all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or documents are resolved; or (iii) the date on which the individual for whom the records relate becomes 21 years of age.”

3. **Sections 8.2 and 8.3, Termination for Convenience and Termination for Cause**, of the HHSC UTCs are deleted in their entirety and replaced with the following:

“8.2 Termination of Contract by HHSC

The System Agency may terminate this Contract in accordance with 40 TAC, Part 1, Chapter 49, Subchapter E, Division 4, § 49.534.

8.3 Termination of Contract by Grantee

The Grantee may terminate this Contract in accordance with 40 TAC, Part 1, Chapter 49, Subchapter E, Division 4, § 49.534.

4. **Section 9.6, Assignments**, of the HHSC UTCs is deleted in its entirety and replaced with the following:

“9.6 Assignments

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. The assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.”

5. **Section 9.8, Technical Guidance Letters**, is hereby deleted in its entirety.

6. **Section 9.15, Publicity**, of the HHSC UTCs is hereby amended to add a new Subsection D as follows:

“D. In some circumstances, Grantee may use or refer to System Agency in its promotional or marketing materials, only with System Agency’s prior review and written approval.”

7. **Section 9, Miscellaneous Provisions**, is amended to by adding a new subsection as follows:

“9.23 Future TAC Rule Changes

Notwithstanding anything to the contrary contained within the Contract, all applicable rules within TAC Titles 26 or 40 as they relate to the CMPAS program or Contracting for Community Services, may be amended, or repealed and readopted with the same or modified text, during the term of the Contract, either within Title 40 or Title 26, as applicable, or in Title 26. In that event, Grantee shall be required to comply with the new or amended rules.”

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Attachment H

HHSC SPECIAL CONDITIONS – GRANT (VERSION 1.2)



**Health and Human Services Commission
Special Conditions
Version 1.1**

(CMPAS and SSPD Programs)

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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 Uniform Terms and Conditions - Grants (Version 2.16.1).

Article I. SPECIAL DEFINITIONS

“**Conflict of Interest**” means a set of facts or circumstances, a relationship, or other situation under which Grantee, a SubGrantee, 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 SubGrantee’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or SubGrantee an unfair competitive advantage in future HHSC procurements.

“**Grantee Agents**” means Grantee’s representatives, employees, officers, as well as any Grantee or subgrantee’s employees, Grantees, officers, principals and agents.

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

“**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.

“**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 a Data 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.

“**UTC**” means HHSC’s Uniform Terms and Conditions – Grants (Version 2.16.1).

Article II. GRANTEES PERSONNEL

Section 1.01 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 1.02 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 II. CONFIDENTIALITY

Section 2.01 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 III. MISCELLANEOUS PROVISIONS

Section 3.01 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 3.02 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 SubGrantee. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article IV. LEGACY AGENCY PROVISIONS

Section 4.01 Permitting and Licensure.

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract, any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payments of any such government obligations not paid by its subcontractors during performance of this Contract. All certifications, registrations, licenses, or permits required by state law are to remain in good standing in the profession during the term of this Contract. Grantee will inform System Agency or its successor agency immediately of any changes to such certifications, registrations, licenses, or permits. Grantee will inform System Agency or its successor agency immediately if Grantee becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract.

Section 4.02 Submittal of Reports and Records

Grantee will complete and file in a timely manner any reports, records, or documentation required by HHSC in a format specified by HHSC.

Section 4.03 Services and Information for Persons with Limited English Proficiency

- (a) Grantee will 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 of, and can have meaningful access to, programs, benefits, and activities.
- (b) Grantee will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services, and will not require a client to provide or pay for the services of a translator or interpreter.
- (c) Grantee will 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 4.04 HIV/AIDS Model Workplace Guidelines

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

Grantee will also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the *Texas Health and Safety Code* §§ 85.111-114.

Section 4.05 Medical Records Retention

Grantee will retain medical records in accordance with 22 *Texas Administrative Code* Part 9, Chapter 165, § 165.1(b) or other applicable statutes, rules, and regulations governing medical information.

Section 4.06 Notice of a License Action

Grantee will 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 4.07 Abuse, Neglect, and Exploitation Investigating and Reporting Requirements

- (a) **Child Abuse Reporting Requirement.** In addition to the provisions of this Section, Grantee(s) will 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. Grantee will develop, implement, and enforce a written policy that includes, at a minimum, HHSC's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements. Grantee will use HHSC's Child Abuse Reporting Form currently located at <https://www.dshs.texas.gov/childabusereporting/checklist.shtm> as required by HHSC. Grantee will retain reporting documentation on site and make it available for inspection by HHSC.
- (b) **Reporting to the Department of Family and Protective Services.** Grantee will report to a Department of Family and Protective Services abuse, neglect, and exploitation investigator by telephone at (800) 647-7418 or https://www.dfps.state.tx.us/Contact_us/report_abuse.asp, any suspicion, knowledge, or allegation that any person has committed abuse, neglect, or exploitation of any Facility resident. Such reports will be made immediately, if possible, but in no case more than one hour after the incident, as required by Title 25 *Texas Administrative Code* Part 1, Chapter 417, Subchapter K.
- (c) **Reporting to the Health and Human Services Commission.** Grantee will report by telephone to the appropriate HHSC personnel located at the Facility at which the alleged abuse occurred any allegation that a person has committed abuse, neglect, or exploitation

of any Facility consumer. Grantee will further notify HHSC of any disciplinary action taken against any of Grantee's employees accused of abuse, neglect, or exploitation of Facility consumers.

- (d) **Ensuring the Safety and Protection of Consumers Served.** If any employee, officer, volunteer, or director of Grantee who is in direct contact with Facility consumers has been accused of abuse, neglect, or exploitation, Grantee will remove the employee, officer, volunteer, or director from direct contact with Facility consumers until an investigation is completed, and the investigation results in the employee, officer, volunteer, or director of Grantee being cleared of all allegations of abuse, neglect, or exploitation.
- (e) **Investigations.** Grantee and Grantee's employees, officers, volunteers, or directors will cooperate fully with all investigations conducted as a result of an allegation of abuse, neglect, or exploitation made against Grantee's employee, officer, volunteer, or director.
- (f) **Notifying Appropriate Licensing Authorities.** Allegations involving the clinical practice of a physician, dentist, registered nurse, or licensed vocational nurse will be referred by HHSC to the Grantee's medical, dental, or nursing director, as appropriate to the discipline involved, for possible peer review and reporting in disciplinary boards.
- (g) **Reporting Deaths of Consumers Served.** Grantee will report the death of a Facility consumer or resident as soon as possible by telephone to the appropriate HHSC personnel located at the Facility. Grantee will confirm all such reports in writing to HHSC within 24 hours of the reported incident.

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CONTRACT AFFIRMATIONS
(VERSION 1.4 - GRANTS; JULY 2019)

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

1. Grantee represents and warrants that these Contract Affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Grantee 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. Grantee 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, Grantee 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. Grantee 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. Grantee agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Grantee 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. Grantee generally releases from liability and waives all claims against any party providing information about the Grantee at the request of HHSC.
7. Grantee has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Grantee 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.

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 Grantee 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, Grantee 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. Grantee 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 Grantee's subcontracts, if any, if payment in whole or in part is from federal funds.
12. Grantee certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
13. Grantee 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, Grantee 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. Grantee represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
16. Grantee 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. Grantee represents and warrants that payments to Grantee and Grantee'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).
18. Grantee 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. Grantee agrees that upon request of HHSC, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.
20. Grantee 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, Grantee 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 Grantee 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 Grantee 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. Grantee 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), Grantee will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the System Agency.

24. Grantee 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 Grantee may not accept employment from Grantee 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, Grantee 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, Grantee 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. Grantee 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 Grantee'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. Grantee 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. Grantee 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 Grantee 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 Grantee has violated any federal antitrust law; and (c) neither I nor any representative of the Grantee has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.
29. Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Grantee or any of the individuals or entities included 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 Grantee'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 Grantee is unable to make the preceding representation and warranty, then Grantee 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 Grantee'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, Grantee acknowledges this is a continuing disclosure requirement. Grantee represents and warrants that Grantee 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. Grantee represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Grantee does not boycott Israel and will not boycott Israel during the term of this Contract.
 31. Grantee certifies that for contracts for services, Grantee 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 Grantee to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Grantee to perform work pursuant to this Contract within the United States of America.
 32. Grantee represents and warrants that if Grantee or Subcontractors, officers, or employees of Grantee have access to any state computer system or database, the Grantee, Subcontractors, officers, and employees of Grantee shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.
 33. Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
 34. Grantee represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
 35. Grantee represents and warrants that all statements and information prepared and submitted by Grantee in this Contract and any related Solicitation Response are current, complete, true, and accurate. Grantee acknowledges any false statement or material misrepresentation made by Grantee during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

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

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

Legal Name of Grantee: Outreach Health Community Care Services, LP

DocuSigned by:
John David Ball
8AD7C5EF279444A...
Representative

August 16, 2019
Date Signed

Audrey Hicks, COO
Printed Name and Title of Authorized Representative

2147031300
Phone Number

742950392
Federal Employer Identification Number

Fax Number

DUNS Number

John.Ball@outreachhealth.com
Email Address

251 W. Renner Parkway
Physical Street Address

Richardson, TX 75080
City, State, Zip Code

Mailing Address, if different

Richardson, TX 75080
City, State, Zip Code

Attachment J

Federal Assurances for Non-Construction Programs[View Burden Statement](#)OMB Number: 4040-0007
Expiration Date: 02/28/2022**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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

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

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

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

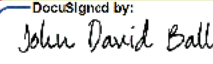
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Prescribed by OMB Circular A-102

HHS Contract No. HHS000133900001

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:  6AD7C8FF279411A	10/16/2016
APPLICANT ORGANIZATION Outreach Health	DATE SUBMITTED August 16, 2019

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

Attachment K

Federal Lobbying Form

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.

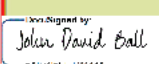
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 Outreach Health	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: John Middle Name: <input type="text"/>
* Last Name: Ball	Suffix: <input type="text"/>
* Title: 10/16/2016	
* SIGNATURE: 	* DATE: August 16, 2019