

**INTERLOCAL COOPERATION CONTRACT  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000134400016**

THE HEALTH AND HUMAN SERVICES COMMISSION (“System Agency”) and PERMIAN BASIN COMMUNITY CENTER FOR MHMR DBA PERMIACARE (“Local Government”), each a “Party” and collectively the “Parties,” enter into the following Mental Health Grant Program for Justice-Involved Individuals contract established under Senate Bill 292, 85th Legislature Regular Session 2017 (“MH/SB292”) (the “Contract”) pursuant to the provisions in Texas Government Code Chapter 791.

**I. PARTIES**

System Agency

Name: Health and Human Services Commission  
Address: P.O. Box 149347, Mail Code 2058  
City and Zip: Austin, TX 78714-9347  
Contact Person: Judith Tyler  
Telephone: 512-206-5385  
Fax number: 512-206-5307  
E-Mail: judith.tyler@hhsc.state.tx.us  
Agency Number: 35295295295

Local Government

Name: Permian Basin Community Center  
for MHMR  
Address: 401 E. Illinois, Ste. 403  
City and Zip: Midland, TX 79701  
Contact Person: Ramona Thomas  
Telephone: 432-570-3333  
Fax number: 432-570-3346  
E-Mail: RamonaThomas@pbmhm.com  
Agency Number: 17514017767

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A -- Statement of Work**.

**III. CONTRACT PERIOD AND RENEWAL**

This Contract is effective the first date on which it has been signed by both Parties, and authorizes payment for pre-award services/costs back to October 1, 2018. This Contract terminates on March 31, 2020 unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

**IV. AMENDMENT**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

**V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES**

The total amount of this Contract will not exceed **SEVEN HUNDRED ELEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS (\$711,187.50)**, which is comprised of **FOUR HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$474,125.00)** in System Agency funding and **TWO HUNDRED THIRTY-SEVEN THOUSAND SIXTY-TWO DOLLARS AND FIFTY CENTS (\$237,062.50)** in local match funding as provided for in **Attachment B -- Budget**.

**VI. LEGAL NOTICES**

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

**System Agency**

Health and Human Services Commission  
Brown-Heatly Building  
4900 N. Lamar Blvd.  
Austin, TX 78751-2316  
P.O. Box 13247  
Attention: Karen Ray

**Local Government**

Permian Basin Community Center for MHMR  
401 E. Illinois, Ste. 403  
Midland, TX 79701,  
Attention: Ramona Thomas

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

**VII. CERTIFICATIONS**

The undersigned contracting parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code Chapter 791.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code Chapter 791.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000134400016**

**HEALTH AND HUMAN SERVICES COMMISSION**

**PERMIAN BASIN COMMUNITY CENTER FOR  
MHMR DBA PERMIACARE**

DocuSigned by:  
*Enrique Marquez*  
Signature 4C481DFD95F94F6...  
Enrique Marquez

DocuSigned by:  
*Ramona Thomas*  
Signature CE6CF99BA716430...  
Ramona Thomas

Deputy Executive Commissioner, Medical and Social Services

February 27, 2019

Date

February 19, 2019

Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000134400016  
ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT A-1 – PROGRAM WORK PLAN**
- ATTACHMENT A-2 – PROGRAM DESIGN**
- ATTACHMENT A-3 – EXPENDITURE REPORT**
- ATTACHMENT A-4.1 – PERFORMANCE MEASURES TRACKING REPORT**
- ATTACHMENT A-4.2 – PERFORMANCE MEASURES TRACKING REPORT**
- ATTACHMENT A-5 – STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL REPORT**
- ATTACHMENT A-6 – JBCR OUTCOME MEASURES**
- ATTACHMENT B -1.1– BUDGET 1**
- ATTACHMENT B -1.2- BUDGET 2**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D – SPECIAL CONDITIONS**
- ATTACHMENT E – ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F – GENERAL AFFIRMATIONS**
- ATTACHMENT G – DATA USE AGREEMENT**

**ATTACHMENTS FOLLOW**



## ATTACHMENT A STATEMENT OF WORK

### I. INTRODUCTION

The Health and Human Services Commission (HHSC) seeks to implement the Mental Health Grant Program for Justice-Involved Individuals, as directed by Senate Bill (S.B.) 292, 85th Texas Legislature, Regular Session, 2017. The purpose of this program is to provide matching grants to county-based community collaboratives to reduce rates of recidivism, arrests, and incarcerations amongst individuals with mental illness and to also reduce wait times for individuals with mental illness placed on forensic commitment to a state hospital.

### II. GRANTEE RESPONSIBILITIES

- A. The Mental Health Grant for Justice-Involved Individuals Program shall provide community-based jail diversion services to individuals identified with a mental illness or co-occurring psychiatric and substance use disorder (COPSD). These individuals are at risk of involvement with the criminal justice system, have been arrested and incarcerated for the alleged commission of a crime, or adjudicated of a crime. The community collaborative shall:
1. Align with the mission, vision, and goals of the Fiscal Years 2017-2021 Texas Statewide Behavioral Health Strategic Plan and address gaps, goals, and strategies identified in the strategic plan;
  2. Reduce recidivism through a reduction in arrests and incarceration of individuals with a mental illness or COPSD;
  3. Reduce the total wait time for individuals placed on forensic commitment to a state hospital, state supported living center, contracted psychiatric bed, or outpatient competency restoration treatment program;
  4. Provide evidence-based mental health treatment for individuals involved in the criminal justice system;
  5. Promote the use of the Sequential Intercept Model to facilitate diversion strategies;
  6. Foster community partnerships among service providers, law enforcement, and courts;
  7. Increase sustainability by developing local community infrastructures;
  8. Eliminate barriers to behavioral health treatment;
  9. Increase the efficiency and efficacy of service delivery through data collection and evaluation to measure program outcomes;
  10. Evaluate program effectiveness in reducing recidivism and improving mental health outcomes; and
  11. Seek the expertise and inclusion of researchers, behavioral health service providers, forensic peers, criminal justice agencies, and other entities whose goal is to promote recovery among individuals with mental illness or COPSD.
- B. Meet all of the statutory requirements of Texas Government Code, Chapter 531, Subchapter B, Section 531.0993, and S.B. 292, 85th Texas Legislature, Regular Session, 2017.
1. The Jail-Based Competency Restoration Program (JBCR) program will comply with the following in accordance with 25 TAC Chapter 416, Subchapter C, and as amended:
    - a. Code of Criminal Procedure, Chapter 46B;
    - b. Health and Safety Code (HSC), Title 7, Chapter 574;
    - c. 25 Texas Administrative Code (TAC), Part 1, Chapter 405, Subchapter K, in its entirety;
    - d. 25 TAC, Part 1, Chapter 411, Subchapter N, in its entirety;

**ATTACHMENT A  
STATEMENT OF WORK**

- e. 25 TAC, Part 1, Chapter 414, Subchapter I, in its entirety;
  - f. 25 TAC, Part 1, Chapter 414, Subchapter K, in its entirety;
  - g. 25 TAC, Part 1, Chapter 414, Subchapter L, in its entirety;
  - h. 25 TAC, Part 1, Chapter 415, Subchapter A, in its entirety;
  - i. 25 TAC, Part 1, Chapter 415, Subchapter F, in its entirety;
  - j. 25 TAC, Part 1, Chapter 416, Subchapter C, 416.76-416.85 and 416.87-416.93;
  - k. 25 TAC, Part 1, Chapter 417, Subchapter K, in its entirety;
  - l. 37 TAC, Part 9, in its entirety;
  - m. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  - n. Other applicable federal and state laws, including, but not limited to:
    - i. 42 Code of Federal Regulations (CFR), Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety;
    - ii. 42 CFR, Volume 1, Chapter 1, Subchapter A, Part 51, Subpart D, in its entirety;
    - iii. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 160, in its entirety;
    - iv. 45 CFR, Volume 1, Chapter 1, Subtitle A, Part 164, in its entirety;
    - v. HSC, Title 2, Subtitle D, Chapter 81, Subchapter F;
    - vi. HSC, Title 4, Subtitle B, Chapter 241, Subchapter G;
    - vii. HSC, Title 7, Subtitle I, Chapters 181, 595, and 611; and §§533.009, 533.035(a), 572.004, 576.005, 576.0055, 576.007, 595.005(c), and 614.017;
    - viii. HSC, Title 7, Subtitle D, Chapter 595, in its entirety;
    - ix. HSC, Title 7, Subtitle E, Chapter 611, in its entirety;
      - x. Texas Government Code, Title 5, Subtitle A, Chapters 552 and 559, and §531.042;
      - xi. Texas Human Resources Code, Title 2, Subtitle D, Chapter 48, in its entirety;
      - xii. Texas Occupations Code, Title 3, Subtitle B, Chapter 159, in its entirety;
      - xiii. Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Subchapter B, Section 521.053.
- C. Shall comply with the requirements of a community collaborative comprised of the following entities at a minimum: a county, a Local Mental Health Authority or Local Behavioral Health Authority that operates in the county, and each hospital district, if any, located in the county.
- D. Implement a Mental Health Grant for Justice-Involved Individuals program meeting the following funding match requirements:
1. Obtain committed matching funds which may include cash or in-kind contributions from a person or organization, but shall not include money from state or federal funds. Non-state or federal sourced funding may include gifts, grants, or donations from any person or organization. Matching requirements are as follows:
    - a. Equal to 50 percent of the grant amount if the community mental health program is located in a county with a population of less than 250,000 (*example: if an organization meets this population criteria and receives an award of \$100,000, the funding match will be 50 percent of \$100,000, or \$50,000*); or
  2. Report all cash and in-kind match used to support the grant program; and
  3. Provide evidence of committed match in accordance with Section .24, Subpart C,



**ATTACHMENT A  
STATEMENT OF WORK**

Uniform Grant Management Standards (UGMS).

- E. Provide services in accordance with HHSC-approved work plan, Attachment A-1 - SB 292 Program Work Plan, and Program Design, Attachment A-2 – SB 292 Program Design, as outlined.
- F. Maintain Memorandums of Understanding or contractual relationships with core providers responsible for the delivery of mental health, physical health, and/or COPSD services, including: residential services, mental health services, substance use services, healthcare services, vocational/educational services, peer support services, transportation services, housing support services, psychosocial rehabilitative services, skills training services, case-management services, and other services and supports as may be deemed appropriate during the term of the program.
- G. Serve individuals identified with HHSC-approved program design as outlined in Attachment A-2 – SB 292 Program Design.
- I. Comply with the following staffing requirements:
  - 1. Hire qualified staff to provide services identified in the grant program.
  - 2. Ensure staff complete required trainings as identified in Grantee’s work plan and by System Agency.
  - 3. Ensure any sub-grantee personnel having interactions with individuals served through the Mental Health Grant for Justice-Involved Individuals Program act within the scope of their practice and have demonstrated competencies prior to providing services.
  - 4. Conduct criminal history background checks to ensure no program staff, officer, agent, intern, resident, or volunteer has been convicted of or received a probated sentence or deferred adjudication for any criminal offense that would constitute a bar to employment pursuant to Texas Health and Safety Code §250.006.
  - 5. Verify licensure for all licensed positions, as applicable. All staff required to be licensed shall be licensed by and in good standing with the State of Texas. Grantee shall require and document annual re-verification and self-reporting of license issues.
  - 6. Conduct a registry clearance by conducting a review for reports of misconduct including abuse, neglect, and exploitation through: The Employee Misconduct Registry maintained by the Department of Aging and Disability Services (DADS) in accordance to the Texas Administrative Code (TAC) Title 40, Chapter 93; and The Nurse Aide Registry maintained by DADS in accordance with TAC Title 40, Chapter 94.
- J. Participate in HHSC inspection of JBCR program for evaluation of program operation and provision of services.

**SECTION III. PERFORMANCE MEASURES**

The terms of this Statement of Work, including the following measures, will be used to assess Grantee’s effectiveness in providing the services described in this Statement of Work, without waiving the enforceability of any of the terms of the Contract into which this Statement of Work is incorporated.

Grantee shall:

- A. Implement the Mental Health Grant for Justice-Involved Individuals grant program in accordance with the HHSC-approved work plan.
- B. Submit evidence of committed match in accordance with Section .24, Subpart C, UGMS, 15 days prior to contract execution.
- C. Report all cash and in-kind match used to support the grant program on Form P.

**ATTACHMENT A  
STATEMENT OF WORK**

- D. Submit form Attachment A-3 – SB 292 Expenditure Report by the 15<sup>th</sup> day following the end of each month for the previous month expenditures.
- E. Submit from Attachment A-4 – SBS 292 Performance Measures Tracking Report data identified in Grantee’s HHSC-approved work plan by the 15<sup>th</sup> day following the end of each month for the previous month of service provision.
- F. Submit form Attachment A-5 Statewide Behavioral Health Coordinating Council Report on the impact grant funding has had on program implementation and mental health outcomes on the population served by the grant funding, per the 2018-19 General Appropriations Act, Senate Bill 1, 85th Legislature, Regular Session, 2017 (Article IX, Section 10.04). Reports are due the last day of the month following the end of each fiscal year and the last day of the month following the termination date of the contract.
- G. Submit JBCR outcome measures, as listed in 25 TAC Chapter 416, Subchapter C, §416.90, relating to Outcome Measures using Attachment A-6 JCBR Outcome Measures semi-annually: 30 days after the completion of quarters 2 and 4.
- H. All submissions referenced in this section shall be sent by electronic mail to the following email address in the format below with a copy to the assigned Contract Manager:

To: [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us)  
Subject: CompCode\_SB292\_Attachment Name

**SECTION IV: PAYMENT METHODOLOGY AND FUNDING**

- A. Grantee shall request monthly payments using the State of Texas Purchase Voucher Form 4116, which is incorporated by reference and can be downloaded at: <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>.
- B. Grantee shall submit the State of Texas Purchase Voucher Form 4116 and supporting documentation for reimbursement. Documentation shall include:
  - 1. Name, address, and telephone number of Grantee;
  - 2. System Agency Contract Number and/or Purchase Order Number;
  - 3. Identification of service(s) provided;
  - 4. Dates services/deliverables were delivered;
  - 5. Name of the person performing the activities;
  - 6. Total invoice amount; and
  - 7. Supporting Documentation: A copy of Grantee’s General Ledger proving expenditure of funds by cost category or any other documentation which is required by this Contract or as requested by System Agency.
- C. Grantee shall Electronically submit all invoices with supporting documentation to the Claims Processing Unit at [HHSC AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), with a copy to [MHContracts@hhsc.state.tx.us](mailto:MHContracts@hhsc.state.tx.us) and the assigned System Agency Contract Manager by the 15<sup>th</sup> day following the end of each month.
- D. Grantee shall report all cash and in-kind match electronically submit a Match Certification by the 15<sup>th</sup> day following the end of each month, using Form B-13-A, which can be downloaded at <http://www.dshs.state.tx.us/grants/forms.shtm>.

SB 292 Work Plan for Ector County Needs and Capacity Assessment – Jail Based Services

Project: Jail Based Services	
Fiscal Year 2019 – Average number of individuals (duplicated and unduplicated) served per month: 30 (unduplicated) 30 (duplicated)	Fiscal Year 2019 - Total number of unduplicated individuals served per year: 250
Outcomes: Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration	
Goal: Enhance the current behavioral health system in the Ector County jail to provide an array of services beyond medication maintenance in an effort to reduce recidivism of arrest and decrease wait time for individuals placed on forensic commitment, while ensuring that individuals who have mental health disorders maintain symptom stability via psychotropic medication during the time they are incarcerated	
Objective 1: Effectively screen individuals with suspected mental illness within 1 business day of referral	
Measures for accomplishing the objective	
A. Hire or contract for one designated Mental Health Team Lead	Data sources and method: A. Manual
Program Activities in support of the objective:	Frequency of data: A. Monthly following previous months activity
A. Screening with standardized assessment tools	Person/agency responsible A. Ector County
Objective 2: 30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration	Activity Start Date: A. November 1, 2018
Measures for accomplishing the objective	Activity Completion date: A. August 31, 2019
Data sources and method: Frequency of data:	



<p>A. Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail</p>	<p>Person/agency responsible</p>	<p>A. Manual</p>	<p>A. Monthly following previous months activity</p>
<p>Program Activities in support of the objective:</p>	<p>A. PBCC</p>	<p>Activity Start Date: A. November 1, 2018</p>	<p>Activity Completion date: A. August 31, 2019</p>
<p>A. Use EBPs like case management, engagement and patient navigation engage consumers and link them to appropriate providers</p>	<p>A. PBCC</p>	<p>A. November 1, 2018</p>	<p>A. August 31, 2019</p>
<p>Objective 3: Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served</p>			
<p>Measures for accomplishing the objective</p>			
<p>Data sources and method: Frequency of data:</p>			
<p>A. Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness</p>	<p>Person/agency responsible</p>	<p>A. Manual</p>	<p>A. Monthly following previous months activity</p>
<p>Program Activities in support of the objective:</p>	<p>A. Ector County</p>	<p>Activity Start Date: A. November 1, 2018</p>	<p>Activity Completion date: A. August 31, 2019</p>
<p>A. Medical treatment in accordance with AMA guidelines and approved medication formularies</p>	<p>A. Ector County</p>	<p>A. November 1, 2018</p>	<p>A. August 31, 2019</p>



Measures for accomplishing the objective	Data sources and method:	Frequency of data:
A. Hire one Outpatient Competency Restoration Specialist to provide jail-based competency restoration and to liaison with the judiciary	A. Manual	A. Semi-annually excluding individuals for whom performance is not met, but have yet to exceed the 120-day threshold
Program Activities in support of the objective:	Person/agency responsible	Activity Completion date:
A. Didactic and Interactive training utilizing "The Competency to Stand Trial Curriculum" authored Peter Oropeza, Psy. D., for the competency program at North Texas State Hospital	A. PBCC	A. August 31, 2019
Objective 3: 30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration		
Measures for accomplishing the objective	Data sources and method:	Frequency of data:
A. Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	A. Manual	A. Monthly following previous months activity
Program Activities in support of the objective:	Person/agency responsible	Activity Completion date:
A. Use EBP's like case management, engagement and patient navigation engage consumers and link them to appropriate providers	A. PBCC	A. August 31, 2019





## SB 292: Mental Health Grant for Justice-Involved Individuals Program Design and Overview Template

Grantees must submit a detailed program design for fiscal year 2019 for each of the proposed grant projects. For example, a community collaborative proposing to operate projects such as an Outpatient Competency Restoration, a Jail-Based Competency Restoration, an Assertive Community Treatment, and an Interdisciplinary Rapid Response Team must submit four program designs.

The program design template clearly identifies the proposed project, eligibility criteria for each project, target number of people to be served, screening/assessment instruments utilized to determine mental health, intellectual and developmental disability, and substance use history and eligibility, and treatment/services provided to enrolled participants. Information can be gathered from the proposals. For each proposed project, work plans must include the elements listed within the template including the following:

1. **Project:** Name of the Grant project indicated in the proposal.
2. **Target Population:** Specify the intended recipient of the service.
3. **Eligibility Criteria:** Describe the process and indicators in how an individual access the services.
4. **Target Population:** Specify the intended recipient of the service.
5. **Screenings/Assessments:** Indicate the assessment tools and evaluations utilized by staff to determine mental health history, chronicity of mental health, and substance use disorders.
6. **Treatment:** Detail and list the services participants will receive.
7. **Level of Evidence:** Note if treatment is evidence-based practices, best practices, and/or promising practices.
8. **Dose of Treatment:** Detail the frequency and intensity of treatment.

Grantees must utilize the template below and may add additional lines as needed. Additionally, grantees are required to submit flowcharts detailing how an individual enrolls and receives services.

**Permian Basin Community Centers – FY19**

**Project:** Jail Based Competency Restoration and Continuity of Care

**Target Population:** Individuals involved in the justice system in Ector County

**Eligibility Criteria:** Involved in justice system via arrest, incarceration or 46B commitment, and evidence of severe and persistent mental illness

**Assessments and Evaluations**

A. Generalized Anxiety Disorder 7 item scale (GAD-7)

B. Patient Health Questionnaire for Depression (PHQ-9)

C. Mood Disorder Questionnaire for Bi-Polar Disorder (MDQ-13)

D. YALE University Prime Screening for Psychosis

Treatment Type and Description	Level of Evidence:	Frequency of Treatment
A. Continuity of Care	A. Evidenced Based	A. As needed
B. Illness Management and Recovery	B. Evidenced Based	B. monthly for individuals with need
C. Case Management	C. Evidenced Based	C. As needed
D. Jail Based Competency Restoration	D. Promising Practice	D. minimum of weekly

<b>Project: Jail Based Services</b>		
<b>Target Population:</b> Individuals involved in the justice system in Midland County		
<b>Eligibility Criteria:</b> Involved in justice system via arrest, incarceration or 46B commitment, and evidence of severe and persistent mental illness		
<b>Assessments and Evaluations</b>		
A. Generalized Anxiety Disorder 7 item scale (GAD-7)		
B. Patient Health Questionnaire for Depression (PHQ-9)		
C. Mood Disorder Questionnaire for Bi-Polar Disorder (MDQ-13)		
D. YALE University Prime Screening for Psychosis		
<b>Treatment Type and Description</b>	<b>Level of Evidence:</b>	<b>Frequency of Treatment</b>
A. Continuity of Care	A. Evidence Based	A. As needed
B. Illness Management and Recovery	B. Evidence Based	B. monthly for individuals with need
C. Case Management	C. Evidence Based	C. As needed
D. Medication Maintenance	D. Evidence based	D. monthly for individuals with need

Attachment A-3 Expenditure Report

<b>Contractor Name:</b>		<b>Contract Number:</b>		<b>Program ID:</b>	
<b>Region:</b>	September 1 - 30, 2018				
<b>Reporting Period:</b>	Approved Grant Program Budget				
<b>BUDGET CATEGORIES</b>	<b>Approved Grant Program Budget</b>	<b>Grant Program Expenditures Current Month</b>	<b>Cumulative Grant Program Expenditures YTD</b>	<b>Percentage Grant Program Expended YTD</b>	<b>Grant Program Budget Balance</b>
Personnel			\$0.00	0.00%	\$0.00
Fringe Benefits			\$0.00	0.00%	\$0.00
Travel			\$0.00	0.00%	\$0.00
Supplies			\$0.00	0.00%	\$0.00
Contractual			\$0.00	0.00%	\$0.00
Other			\$0.00	0.00%	\$0.00
Equipment			\$0.00	0.00%	\$0.00
<b>Total Direct Costs</b>	\$0.00	\$0.00	\$0.00		\$0.00
<b>Indirect Costs</b>					\$0.00
<b>Total Costs</b>	\$0.00	\$0.00	\$0.00		\$0.00

**INSTRUCTIONS:**

DO NOT make entries in the shaded areas. These areas contain formulas that will assist you in completing the form. For reporting period, enter span dates of the month being reported. Approved budget populates on subsequent months. If HHSC approves a funding change, enter revised data on this worksheet.



Attachment A-4.1 Performance Measure Tracking

COMP	REPORTING_YEAR_MONTH	FY	MEASURE_GROUP	MEASURE	MEASURE_DAI
170	201810	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	30 Unduplicated Individuals	
170	201810	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	Hire Discharge Coordinator	
170	201810	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral	
170	201810	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration	
170	201810	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	
170	201810	2019	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release	
170	201810	2019	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served	
170	201810	2019	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness	
170	201810	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.	
170	201811	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	30 Unduplicated Individuals	
170	201811	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	Maintain 100% FTE	
170	201811	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral	
170	201811	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration	
170	201811	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	
170	201811	2019	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release	
170	201811	2019	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served	
170	201811	2019	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness	
170	201811	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.	
170	201812	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	30 Unduplicated Individuals	
170	201812	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	Maintain 100% FTE	
170	201812	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral	
170	201812	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration	
170	201812	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	
170	201812	2019	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release	
170	201812	2019	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served	
170	201812	2019	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness	
170	201812	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.	
170	201901	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	30 Unduplicated Individuals	
170	201901	2019	NUMBERS SERVED IN LEKVEN LIONS AND SERVICES	Maintain 100% FTE	

170	201901	IN LEKVEN LIGNS ANU SERVITES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201901	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201901	IN LEKVEN LIGNS ANU SERVITES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201901	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201901	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201901	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201901	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201902	NUMBERS SERVED	30 Unduplicated Individuals
170	201902	IN LEKVEN LIGNS ANU SERVITES	Maintain 100% FTE
170	201902	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201902	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201902	IN LEKVEN LIGNS ANU SERVITES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201902	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201902	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201902	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201902	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201903	NUMBERS SERVED	30 Unduplicated Individuals
170	201903	IN LEKVEN LIGNS ANU SERVITES	Maintain 100% FTE
170	201903	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201903	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201903	IN LEKVEN LIGNS ANU SERVITES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201903	INTERVENTIONS AND SERVICES	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201903	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201903	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201903	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201904	NUMBERS SERVED	30 Unduplicated Individuals
170	201904	IN LEKVEN LIGNS ANU SERVITES	Maintain 100% FTE
170	201904	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201904	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration



170	201904	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail Use engagement and navigation strategies to engage inmates in outpatient services upon release Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201904	IN LKVEN LKJNS ANL SERVICES	2019	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201904	INTERVENTIONS AND SERVICES	2019	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201904	INTERVENTIONS AND SERVICES	2019	30 Unduplicated Individuals Maintain 100% FTE
170	201905	NUMBERS SERVED	2019	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201905	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201905	INTERVENTIONS AND SERVICES	2019	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201905	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201905	INTERVENTIONS AND SERVICES	2019	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201905	INTERVENTIONS AND SERVICES	2019	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201905	OUTCOME	2019	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201906	NUMBERS SERVED	2019	30 Unduplicated Individuals Maintain 100% FTE
170	201906	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201906	INTERVENTIONS AND SERVICES	2019	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201906	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201906	INTERVENTIONS AND SERVICES	2019	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201906	INTERVENTIONS AND SERVICES	2019	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201906	INTERVENTIONS AND SERVICES	2019	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201906	OUTCOME	2019	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201907	NUMBERS SERVED	2019	30 Unduplicated Individuals Maintain 100% FTE
170	201907	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201907	INTERVENTIONS AND SERVICES	2019	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201907	IN LKVEN LKJNS ANL IN LKVEN LKJNS ANL SERVICES	2019	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201907	INTERVENTIONS AND SERVICES	2019	Use engagement and navigation strategies to engage inmates in outpatient services upon release

170	201907	2019	INTERVENTIONS AND SERVICES	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201907	2019	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201907	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.
170	201908	2019	NUMBERS SERVED IN LINKS VLN LJUN5 ANJ	30 Unduplicated individuals
170	201908	2019	RETURNS TO LINKS VLN LJUN5 ANJ	Maintain 100% FTE
170	201908	2019	SERVICES IN LINKS VLN LJUN5 ANJ	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201908	2019	INTERVENTIONS AND SERVICES IN LINKS VLN LJUN5 ANJ	30 percent of patients who participate in the jail-based services program will be seen by the LMHA for screening within 14 days of their release from incarceration
170	201908	2019	SERVICES IN LINKS VLN LJUN5 ANJ	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201908	2019	RETURNS TO LINKS VLN LJUN5 ANJ	Use engagement and navigation strategies to engage inmates in outpatient services upon release
170	201908	2019	INTERVENTIONS AND SERVICES IN LINKS VLN LJUN5 ANJ	Incidents requiring isolation due to risk of harm to self or others will be equal to or less than 20% of the population served
170	201908	2019	INTERVENTIONS AND SERVICES	Contract with or hire a part time psychiatrist and nurse to ensure the provision of medication related services for inmates suffering from mental illness
170	201908	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration.



Attachment A-4.2 Performance Measure Tracking

COMP	MEASURE	MEASURE_GROUP	FY	REPORTING_YEAR_MONTH	MEASURE_ID
170	30 Unduplicated	NUMBERS SERVED	2019	201810	MEASURE_ID_1
170	Effectively screen individuals with suspected mental illness within 1 business day of referral	INTERVENTIONS AND SERVICES	2019	201810	
170	Hire or contract for one designated Discharge Coordinator	INTERVENTIONS AND SERVICES	2019	201810	
170	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days	INTERVENTIONS AND SERVICES	2019	201810	
170	Hire one Outpatient Competency Restoration Specialist to provide jail-based competency restoration and to liaison with the judiciary	INTERVENTIONS AND SERVICES	2019	201810	
170	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration	INTERVENTIONS AND SERVICES	2019	201810	
170	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	INTERVENTIONS AND SERVICES	2019	201810	
170	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration	OUTCOME	2019	201810	
170	30 Unduplicated	NUMBERS SERVED	2019	201811	
170	Maintain 100% FTE	INTERVENTIONS AND SERVICES	2019	201811	
170	Effectively screen individuals with suspected mental illness within 1 business day of referral	INTERVENTIONS AND SERVICES	2019	201811	
170	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days	INTERVENTIONS AND SERVICES	2019	201811	
170	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration	INTERVENTIONS AND SERVICES	2019	201811	
170	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	INTERVENTIONS AND SERVICES	2019	201811	
170	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration	OUTCOME	2019	201811	
170	30 Unduplicated	NUMBERS SERVED	2019	201812	
170	Maintain 100% FTE	INTERVENTIONS AND SERVICES	2019	201812	
170	Effectively screen individuals with suspected mental illness within 1 business day of referral	INTERVENTIONS AND SERVICES	2019	201812	
170	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days	INTERVENTIONS AND SERVICES	2019	201812	
170	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration	INTERVENTIONS AND SERVICES	2019	201812	
170	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	INTERVENTIONS AND SERVICES	2019	201812	
170	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration	OUTCOME	2019	201812	
170	30 Unduplicated	NUMBERS SERVED	2019	201901	
170	Maintain 100% FTE	INTERVENTIONS AND SERVICES	2019	201901	
170	Effectively screen individuals with suspected mental illness within 1 business day of referral	INTERVENTIONS AND SERVICES	2019	201901	
170	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days	INTERVENTIONS AND SERVICES	2019	201901	
170	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration	INTERVENTIONS AND SERVICES	2019	201901	
170	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail	INTERVENTIONS AND SERVICES	2019	201901	
170	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration	OUTCOME	2019	201901	

170	201901	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201902	2019	NUMBERS SERVED	30 Unduplicated
170	201902	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201902	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201902	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201902	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201902	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201902	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201903	2019	NUMBERS SERVED	30 Unduplicated
170	201903	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201903	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201903	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201903	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201903	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201903	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201904	2019	NUMBERS SERVED	30 Unduplicated
170	201904	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201904	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201904	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201904	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201904	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201904	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201905	2019	NUMBERS SERVED	30 Unduplicated
170	201905	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201905	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201905	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201905	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201905	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail

170	201905	2019	OUTCOME	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201906	2019	NUMBERS SERVED	30 Unduplicated
170	201906	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201906	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201906	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201906	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201906	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201906	2019	INTERVENTIONS AND SERVICES	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201907	2019	NUMBERS SERVED	30 Unduplicated
170	201907	2019	INTERVENTIONS AND SERVICES	Maintain 100% FTE
170	201907	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201907	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201907	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201907	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201907	2019	INTERVENTIONS AND SERVICES	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201907	2019	OUTCOME	30 Unduplicated
170	201908	2019	NUMBERS SERVED	Maintain 100% FTE
170	201908	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201908	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201908	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201908	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201908	2019	INTERVENTIONS AND SERVICES	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration
170	201908	2019	OUTCOME	30 Unduplicated
170	201908	2019	NUMBERS SERVED	Maintain 100% FTE
170	201908	2019	INTERVENTIONS AND SERVICES	Effectively screen individuals with suspected mental illness within 1 business day of referral
170	201908	2019	INTERVENTIONS AND SERVICES	60 percent of individuals referred for jail-based competency restoration will be returned to competency within 120 days
170	201908	2019	INTERVENTIONS AND SERVICES	30 percent of patients who participate in the jail based behavioral services program will be seen face to face by the LMHA within 14 days of their release from incarceration
170	201908	2019	INTERVENTIONS AND SERVICES	Utilize Discharge Coordinator to begin engagement of individuals 30 days prior to their release from jail
170	201908	2019	INTERVENTIONS AND SERVICES	Ensure that inmates potentially suffering from mental illness are screened and linked to mental health services in a timely fashion. Effectively link justice involved individuals in need of outpatient services to providers in the community following release from incarceration, and provide inmates with pending 46B commitments with immediate access to Jail Based Competency Restoration





Attachment A-5

**Behavioral Health Matching Grant Program Report  
to Statewide Behavioral Health Coordinating Council  
Reporting Period (Fiscal Year and Quarters): \_\_\_\_\_**

Program Overview	
<b>Grant Program</b>	<input type="checkbox"/> HB 13 Community Mental Health Grant Program <input checked="" type="checkbox"/> SB 292 Mental Health Grant Program for Justice-Involved Individuals <input type="checkbox"/> Healthy Community Collaboratives <input type="checkbox"/> Texas Veterans + Family Alliance Grant Program
<b>Lead Grantee Name</b>	
<b>Program Name</b>	
<b>Primary Collaborative Partner Organizations</b>	
<b>State Funds Awarded</b>	
<b>Matching Funds Required</b>	
<b>Total Project Cost</b>	

Description of Local Service Area	
<b>Population Designation</b>	<input type="checkbox"/> Less than 250,000 <input type="checkbox"/> More than 250,000
<b>Service Area</b>	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> Frontier <a href="#">Local Mental Health Authority/Local Behavioral Health Authority</a> serving the program service area: _____ <a href="#">HHSC Health Region</a> : ____
<b>Counties Served</b>	

Program Details	
<b>Program Description</b>	
<b>Strategies and Gaps Addressed</b>	<input type="checkbox"/> Goal 1: Program and Service Coordination Strategies addressed: <input type="checkbox"/> Goal 2: Program and Service Delivery Strategies addressed: <input type="checkbox"/> Goal 3: Prevention and Early Intervention Services Strategies addressed: <input type="checkbox"/> Goal 4: Financial Alignment Strategies addressed:



Attachment A-5

**Behavioral Health Matching Grant Program Report  
to Statewide Behavioral Health Coordinating Council  
Reporting Period (Fiscal Year and Quarters): \_\_\_\_\_**

	<input type="checkbox"/> Goal 5: Statewide Data Collaboration Strategies addressed:  <input type="checkbox"/> Gap 1: Access to Appropriate Behavioral Health Services <input type="checkbox"/> Gap 2: Behavioral Health Needs of Public School Students <input type="checkbox"/> Gap 3: Coordination across State Agencies <input type="checkbox"/> Gap 4: Veteran and Military Service Member Supports <input type="checkbox"/> Gap 5: Continuity of Care for Individuals Exiting County and Local Jails <input type="checkbox"/> Gap 6: Access to Timely Treatment Services <input type="checkbox"/> Gap 7: Implementation of Evidence-based Practices <input type="checkbox"/> Gap 8: Use of Peer Services <input type="checkbox"/> Gap 9: Behavioral Health Services for Individuals with an Intellectual Disability <input type="checkbox"/> Gap 10: Consumer Transportation and Access to Treatment <input type="checkbox"/> Gap 11: Prevention and Early Intervention Services <input type="checkbox"/> Gap 12: Access to Housing <input type="checkbox"/> Gap 13: Behavioral Health Workforce Shortage <input type="checkbox"/> Gap 14: Services for Special Populations <input type="checkbox"/> Gap 15: Shared and Usable Data
<b>Ages Program will Serve</b>	<input type="checkbox"/> Children <input type="checkbox"/> Adolescents <input type="checkbox"/> Adults
<b>Special Populations Program will Serve</b>	<input type="checkbox"/> Older Persons <input type="checkbox"/> Transition Age Youth <input type="checkbox"/> Veterans <input type="checkbox"/> Individuals with an Intellectual or Developmental Disability <input type="checkbox"/> Individuals with a Co-Occurring Psychiatric and Substance Use Disorder
<b>Total Number of Unduplicated Individuals to be Served Monthly</b>	
<b>Program Goals and Objectives as Identified on HHSC-Approved Work Plan</b>	
<b>Progress Toward Meeting Program Outcome</b>	



Attachment A-5

**Behavioral Health Matching Grant Program Report  
to Statewide Behavioral Health Coordinating Council  
Reporting Period (Fiscal Year and Quarters): \_\_\_\_\_**

<b>Measures as Identified on HHSC-Approved Work Plan for this Reporting Period</b>	
--	--

Collaboratives
<b>Describe how the collaborative partner organizations help leverage your expenditure of the grant funds.</b>
<b>Response:</b>
<b>What challenges have you encountered or do you anticipate encountering as you continue to implement the project?</b>
<b>Response:</b>
<b>Are you currently collaborating with any other behavioral health grant awardees under any of the other community collaborative grants?</b>
<b>Response:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please identify the Organizations:</b> _____
<b>Organizations with whom you are collaborating have an award under what HHSC Behavioral Health Matching Grant Program:</b>
<input type="checkbox"/> Community Mental Health Grant Program
<input type="checkbox"/> Mental Health Grant Program for Justice-Involved Individuals
<input type="checkbox"/> Healthy Community Collaboratives
<input type="checkbox"/> Texas Veterans + Family Alliance

Attachment A-6

**JBCR TAC Outcome Measures**

<b>JBCR Outcome Measures</b>	
In accordance with 25 Texas Administrative Code Chapter 416, Subchapter C, §416.90, report of the following outcomes:	
<b>Individual outcomes:</b>	
The number of individuals on felony charges	
The number of individuals on misdemeanor charges	
The average number of days for an individual charged with a felony to be restored to competency	
The average number of days for an individual charged with a misdemeanor to be restored to competency	
The number of individuals charged with a misdemeanor and not restored to competency, for whom an extension was sought	
The number of individuals restored to competency	
The average length of time between determination of non-restorability and transfer to a state mental health facility or residential care facility	
The percentage of individuals restored to competency in 60 days or less	
The number of jail inmates founds IST who were screened out of or deemed inappropriate for the program and the reason why	
The number of individuals not restored to competency and who were transferred to a state mental health facility or residential care facility	
<b>Administrative outcomes:</b>	
The costs associated with operating the JBCR program	
In accordance with 25 Texas Administrative Code §415.272, relating to Documenting, Reporting, and Analyzing Restraint or Seclusion, the number of:	
Reported and confirmed cases of abuse, neglect, and exploitation	
Reported and confirmed cases of rights violations	
Restraints and seclusions used	
Emergency medications used	
Serious injuries	
Deaths	

12/5/2018, 4:38 PM

**Form P BUDGET SUMMARY**

Legal Name of Respondent:		Permian Basin Community Centers - Jail Based Mental Health Services - Ector County						
Budget Categories	A Total Budget	B DSHS Requested Funds	C Direct Federal Funds	D Other State Agency Funds Check if Cash Match	E Other Funds Check if Cash Match	F Local Funding Sources Check if Cash Match	G In-Kind Match	
A. Personnel	\$48,775	\$48,775					\$0	
B. Fringe Benefits	\$17,159	\$17,159					\$0	
C. Travel	\$0	\$0					\$0	
D. Equipment	\$5,000	\$5,000					\$0	
E. Supplies	\$3,600	\$3,600					\$0	
F. Contractual	\$364,188.75	\$207,204				\$156,984.75	\$0	
G. Other	\$0	\$0					\$0	
H. Total Direct Costs	\$438,722.75	\$281,738	\$0	\$0	\$0	\$156,984.75	\$0	
I. Indirect Costs	\$32,231	\$32,231					\$0	
J. Total (Sum of H and I)	\$470,953.75	\$313,969	\$0	\$0	\$0	\$156,984.75	\$0	
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	\$0	\$0	

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

Check Totals For:	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
	Personnel	\$48,775	\$48,775	Fringe Benefits	\$17,159	\$17,159
Travel	\$0	\$0	Equipment	\$5,000	\$5,000	
Supplies	\$3,600	\$3,600	Contractual	\$364,188.75	\$364,188.75	
Other	\$0	\$0	Indirect Costs	\$32,231	\$32,231	
<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$470,953.75</b>	<b>Budget Total</b>	<b>\$470,953.75</b>		

\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.



**Form P BUDGET SUMMARY**

Legal Name of Respondent:		Permian Basin Community Centers - Jail Based Mental Health Services - Midland County						
Budget Categories	A Total Budget	B DSHS Requested Funds	C Direct Federal Funds	D Other State Agency Funds Check if Cash Match	E Other Funds Check if Cash Match	F Local Funding Sources Check if Cash Match	G In-Kind Match	
A. Personnel	\$96,244	\$96,244				<input type="checkbox"/>	\$0	
B. Fringe Benefits	\$33,047	\$33,047				<input type="checkbox"/>	\$0	
C. Travel	\$1,914	\$1,914				<input type="checkbox"/>	\$0	
D. Equipment	\$0	\$0				<input type="checkbox"/>	\$0	
E. Supplies	\$12,510	\$12,510				<input type="checkbox"/>	\$0	
F. Contractual	\$80,077.75	\$0				<input type="checkbox"/>	\$0	
G. Other	\$0	\$0				<input type="checkbox"/>	\$0	
H. Total Direct Costs	\$223,792.75	\$143,715	\$0	\$0	\$0	<input type="checkbox"/>	\$0	
I. Indirect Costs	\$16,441	\$16,441				<input type="checkbox"/>	\$0	
J. Total (Sum of H and I)	\$240,233.75	\$160,156	\$0	\$0	\$0	<input type="checkbox"/>	\$0	
K. Program Income - Projected Earnings		\$0	\$0	\$0	\$0	<input type="checkbox"/>	\$0	

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

Check Totals For:	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
	Personnel	\$96,244	\$96,244	Fringe Benefits	33,047.00	\$33,047
Travel	\$1,914	\$1,914	Equipment	0.00	\$0	
Supplies	\$12,510	\$12,510	Contractual	80,077.75	\$80,077.75	
Other	\$0	\$0	Indirect Costs	16,441.00	\$16,441	
<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$240,233.75</b>	<b>Budget Total</b>	<b>\$240,233.75</b>		

\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

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HHSC Uniform Terms and Conditions Version 2.15  
Published and Effective: September 1, 2017  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.15**

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**ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS**

**1.01 Definitions**

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

**"Amendment"** means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

**"Attachment"** means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

**"Contract"** means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

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

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

**"Federal Fiscal Year"** means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

**"GAAP"** means Generally Accepted Accounting Principles.

**"GASB"** means the Governmental Accounting Standards Board.

**"Grantee"** means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

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

**"HUB"** means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

**"Intellectual Property"** means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

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



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“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

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

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

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

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

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

“Solicitation or "RFA"” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” or “Application” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Travel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

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

**1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to

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any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

**ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

**2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

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

**2.02 Final Billing Submission**

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

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Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

**2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

**2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

**2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**2.06 Use of Funds**

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

**2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

**2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.



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**2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

**ARTICLE III. STATE AND FEDERAL FUNDING**

**3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

**3.02 No debt Against the State**

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

**3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

**3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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**ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

**4.01 Allowable Costs.**

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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

**4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee’s fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

**4.03 Submission of Audit**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us)

**ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

**5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

**5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

**5.03 Federal Certifications**

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

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**ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

**6.01 Ownership**

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

**6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

**ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

**7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

**7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning



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the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

**7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

**7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

**7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

**7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

**ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

**8.01 Contract Management**

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

- a. Suspending all or part of the Contract;

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- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

**8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

**8.03 Termination for Cause**

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

**a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

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

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

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

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

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under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

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

#### **9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

#### **9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

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- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

**9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

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

**9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

**9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in



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writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

**9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

**9.10 Severability**

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

**9.11 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

**9.12 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

**9.13 No Waiver of Provisions**

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

**9.14 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

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matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

**9.15 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

**9.16 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

**9.17 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

**9.18 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

**9.19 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

**9.20 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

**9.21 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

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7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

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

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

**Health and Human Services Commission**

**Special Conditions**

**Version: 1.2**

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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 -Grant- Version 2.15

**Article I. Special Definitions**

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

**"Contractor Agents"** means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, 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 Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**"Minor Administrative Change"** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.02 of these Special Conditions.

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

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

### Article II. Contractors Personnel and Subcontractors

#### 2.01 Qualifications

Contractor 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. Contractor 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, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

#### 2.02 Conduct and Removal

While performing the Work under the Contract, Contractor 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 Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from performing any Work under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

### Article III. Performance

#### 3.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (a) Compliance with Contract requirements, including all representations and warranties;
- (b) Compliance with the Work requested in the Solicitation and Work proposed by Contractor in its response to the Solicitation and approved by HHSC;



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- (c) Delivery of Work in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (d) Results of audits, inspections, or quality checks performed by the HHSC or its designee;
- (e) Timeliness, completeness, and accuracy of Work; and
- (f) Achievement of specific performance measures and incentives as applicable.

### Article IV. Amendments and Modifications

#### 4.01 Formal Procedure

No different or additional Work or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for Work that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

#### 4.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Work or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 4.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### Article V. Payment

#### 5.01 Enhanced Payment Procedures

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith

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to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the Work in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

### Article VI. Confidentiality

#### 6.01 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

#### 6.02 Confidential System Information

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

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Confidential System Information by any person or entity that may become known to Contractor. Contractor 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 Confidential System Information.

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

**TO THE EXTENT ALLOWED BY LAW, IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, CONTRACTOR 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 CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT**

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CONFIDENTIAL SYSTEM INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

## Article VII. Disputes and Remedies

### 7.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the UTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### 7.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the Work as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- (a) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- (b) Require additional or different corrective action(s) of HHSC's choice;
- (c) Suspension of all or part of the Contract or Work;
- (d) Prohibit Contractor from incurring additional obligations under the Contract;
- (e) Issue Notice to stop Work Orders;
- (f) Assessment of liquidated damages as provided in the Contract;
- (g) Accelerated or additional monitoring;
- (h) Withholding of payments; and



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- (i) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### 7.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### 7.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the Work or any duty or obligation with respect to the Contract.

## Article VIII. Damages

### 8.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the Work or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- (a) Through direct assessment and demand for payment to Contractor; or



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- (b) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### 8.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the Work, unfitness or obsolescence of the Work, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears all risks of loss, damage, or destruction of the Work, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**TO THE EXTENT ALLOWED BY LAW, IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## Article IX. Miscellaneous Provisions

### 9.01 Conflicts of Interest

## ATTACHMENT D

Contractor 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 Contractor or Contractor 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. Contractor will, and require Contractor 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. Contractor and Contractor 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.

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

If HHSC determines that Contractor 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.

### 9.02 Flow Down Provisions

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

## Article X. DSHS Legacy Provisions

### 10.01 Notice of Criminal Activity and Disciplinary Actions

- (a) **Contractor shall immediately report in writing to their contract manager when Contractor has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:**

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or  
Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state

## ATTACHMENT D

program or felony sex crime.

- (b) **Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.**

### 10.02 Consent by Non-Parent or Other State Law to Medical Care of a Minor

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

### 10.03 Telemedicine /Telepsychiatry Medical Services

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

- (a) Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- (b) Contraindication considerations for telemedicine use;
- (c) Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- (d) Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- (e) Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- (f) Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- (g) Priority in scheduling the system for clinical care of individuals;
- (h) Quality oversight and monitoring of satisfaction of the individuals served; and
- (i) Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

### 10.04 Services and Information for Persons with Limited English Proficiency

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



## ATTACHMENT D

- (b) Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- (c) Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

### 10.05 Third Party Payors

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

As applicable, the Contractor shall:

- (a) Enroll as a Medicaid provider, or enter into a network provider agreement with a Children's Health Insurance Program and Medicaid Managed Care Organization (MCO) under terms and conditions that are mutually-agreeable to the Grantee and MCO. If providing approved services authorized under this Contract that may be covered by Medicaid or CHIP, the Grantee will bill those programs or contracted MCOs for the covered services;
- (b) Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- (c) Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- (d) Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- (e) Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- (f) Provide third party billing functions at no cost to the client.

### 10.06 HIV/AIDS Model Workplace Guidelines

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

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

### 10.07 Medical Records Retention



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

### 10.08 Interim Extension Amendment

- (a) Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- (b) The System Agency shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:
  - 1. Continue provision of services in response to a disaster declared by the governor; or
  - 2. To ensure that services are provided to clients without interruption.
- (c) The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- (d) Contractor will provide and invoice for services in the same manner that is stated in the Contract.
- (e) An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- (f) An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

### 10.09 Child Abuse Reporting Requirement

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

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ATTACHMENT E

View Burden Statement

OMB Number: 4040-0007  
Expiration Date: 01/31/2019

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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

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

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

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

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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 1988, 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. §§409a-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 MEMBERED AGENCY'S OFFICIAL		TITLE	
DocuSigned by: <i>Ramona Thomas</i>		CEO	
AP: CE6CF99BA716430...		DATE SUBMITTED	
Permian Basin Community Centers		February 19, 2019	

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## ATTACHMENT F

**GENERAL AFFIRMATIONS**

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

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the Enterprise Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may



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review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the Enterprise Agency; (2) was not at any time during the past four years the executive head of the Enterprise Agency; and (3) does not employ a current or former executive head of the Enterprise Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the Enterprise Agency ceased.
17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to Enterprise Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering

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into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the Enterprise Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Enterprise Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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