

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000231500008  
UNDER THE  
PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS GRANT PROGRAM**

**I. PURPOSE**

The Health and Human Services Commission (“**System Agency**” or “**HHSC**”), a pass-through entity, and Spindletop MHMR Services d/b/a Spindletop Center (“**Grantee**”) (each a “**Party**” and collectively the “**Parties**”) enter into the following grant contract to provide funding for the Projects for Assistance in Transition from Homelessness (“**MH/PATH**”) grant program (the “**Contract**”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions in Public Health Service Act, Title V, Part C, Section 521, as amended, 42 U.S.C 290cc-21 et seq; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. System Agency has statutory authority to contract for services pursuant to Health and Safety Code Section § 12.051 as transferred under Texas Government Code Chapter 531.

**III. DURATION**

The Contract is effective on September 1, 2019 and terminates on August 31, 2024, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed ten (10) years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond ten (10) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

**IV. BUDGET**

The total amount of this Contract will not exceed \$1,731,560.00. This includes the System Agency share of \$1,331,970.00 and Grantee’s required match amount of \$399,590.00. All expenditures under the Contract will be in accordance with **Attachment B, Budget and Targets**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as Attachment K when the Indirect Cost Rate Letter is issued.

**V. REPORTING REQUIREMENTS**

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

**VI. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

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

**Grantee**

Name: Spindletop MHMR Services d/b/a  
Spindletop Center  
Address: P.O. Box 3846  
City and Zip: Beaumont, TX 77701  
Contact Person: Holly Borel  
E-Mail: holly.borel@stctr.org  
Telephone: 409-784-5400  
Fax number: 409-784-5521  
Agency Number: 17416841983

**I. LEGAL NOTICES**

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

**System Agency**

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

**Grantee**

Spindletop MHMR Services d/b/a  
Spindletop Center  
P.O. Box 3846  
Beaumont, TX 77701  
Attention: Holly Borel

**I. NOTICE REQUIREMENTS**

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

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

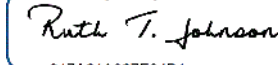
**II. ADDITIONAL GRANT INFORMATION**

- A. Grantee Data Universal Numbering System (DUNS) Number: 087734489
- B. Federal Award Identification Number (FAIN): X06SM016044-18
- C. Catalog of Federal Domestic Assistance (CFDA) Name and Number:
  - PATH Formula Grant - 93.150
- D. Federal Award Date: 08/22/2018
- E. Federal Award Period: 09/01/2018-08/31/2019
- F. Name of Federal Awarding Agency: Substance Abuse and Mental Health Services Administration
- G. Awarding Official Contact Information: Wendy Pang, Grants Specialist; Phone: (240) 276-1419 Email: wendy.pang@samhsa.hhs.gov Fax: (240) 276-1430

**SIGNATURE PAGE FOLLOWS**

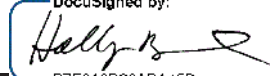
**SIGNATURE PAGE FOR SYSTEM AGENCY  
CONTRACT NO. HHS000231500008**

**SYSTEM AGENCY**

DocuSigned by:  
  
217A61A927E04B1...  
Signature  
Ruth T. Johnson

Chief Operating Officer  
Date of Signature: August 31, 2019

**GRANTEE**

DocuSigned by:  
  
B7E019D29ABA45D...  
Signature  
Holly Borel

CEO  
Date of Signature: August 31, 2019

**THE FOLLOWING ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET AND TARGETS**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS GRANTEE VER. 2.16.1**
- ATTACHMENT D – SPECIAL AND SUPPLEMENTAL CONDITIONS**
- ATTACHMENT E – PAGE INTENTIONALLY LEFT BLANK**
- ATTACHMENT F – ASSURANCES AND LOBBYING CERTIFICATION**
- ATTACHMENT G – DATA USE AGREEMENT VERSION 8.5 COMMUNITY CENTER**
- ATTACHMENT H – FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**
- ATTACHMENT I – SYSTEM AGENCY SOLICITATION NO. HHS0002315**
- ATTACHMENT J – GRANTEE’S SOLICITATION RESPONSE**
- ATTACHMENT K – PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENTS FOLLOW**

## ATTACHMENT A STATEMENT OF WORK

### **I. GRANTEE RESPONSIBILITIES**

Grantee shall:

- A. Administer the PATH program to provide allowable services to eligible persons who are homeless, or at imminent risk of becoming homeless, and who have serious mental illnesses or may also have co-occurring substance use disorders. Grantee shall serve as the front door to homeless services funded through the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program and as a bridge to mainstream mental health services, primary health care, and substance abuse service systems. This would include collaborating with the HUD Continuum of Care program and with other local community organizations to provide housing, mental health treatment, substance use disorder treatment, employment services, and shelter services. Information on HUD's CoC program is available at <https://www.hudexchange.info/programs/coc/>.
- B. Provide Outreach services to contact and engage people not currently connected to mainstream mental health services, primary health care, and substance abuse service systems. Grantee shall utilize strategies aimed at engaging persons into the needed array of services, including identification of persons in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Grantee shall provide a bridge to behavioral health services such as Assertive Community Treatment, housing, alcohol or drug treatment services, and primary health care as clinically appropriate.
- C. Meet the SAMHSA goal for PATH programs, which is to reduce or eliminate homelessness for individuals with serious mental illnesses or co-occurring substance use disorders who are homeless or at imminent risk of becoming homeless.
- D. Target adults or families with children who are literally homeless, or at imminent risk of homelessness. Grantee shall focus on the following priorities:
  1. Outreach services that include face-to-face interactions with homeless people on the streets, shelters, under bridges, and in other non-traditional settings;
  2. Case management; and
  3. Other services, which may not be supported by mainstream mental health programs (e.g., housing services included in 42 U.S. Code § 290cc-22(b) (10)).
- E. Provide PATH services according to Grantee's approved PATH Intended Use Plan (Form B).
- F. Provide PATH services independently of other ongoing mental health treatment services, and not use PATH services as a substitute or replacement for ongoing mental health treatment services.
- G. Provide, or partner to provide, any subset of PATH services outlined and defined as follows:
  1. Outreach services - The process of bringing Consumers into service that do not access traditional services. Effective Outreach utilizes strategies aimed at engaging Consumers into the needed array of services, including identification of Consumers in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Outreach results in

## **ATTACHMENT A STATEMENT OF WORK**

increased access to and utilization of community services by Consumers who are homeless and have mental illnesses/co-occurring disorders.

- a. Active Outreach is defined as face-to-face interaction with literally homeless people in streets, shelters, under bridges, and in other non-traditional settings. In active Outreach, workers seek out homeless individuals.
  - b. Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods. This type of Outreach is allowable but must be offered in conjunction with active Outreach activities.
  - c. Outreach may also include passive Outreach, also called “in-reach”, defined as when Outreach staff is placed in a service site frequented by homeless people, such as a shelter or community resource center, and direct, face to face interactions occur at that site. In passive Outreach, homeless individuals seek out Outreach workers. Passive Outreach is allowable but may not occur unless the PATH provider is also conducting active Outreach activities.
2. Screening and diagnostic treatment services - A continuum of assessment services that ranges from brief eligibility screening to comprehensive clinical assessment
  3. Habilitation and Rehabilitation Services - Community-based treatment and education services designed to promote maximum functioning, a sense of well-being, and a personally satisfying level of independence for individuals who are homeless and have mental illnesses and/or co-occurring disorders.
  4. Community Mental Health Services - Community-based supports designed to stabilize and provide ongoing supports and services for Consumers with mental illnesses and/or co-occurring disorders or dual diagnoses. This general category does not include case management, Alcohol or Drug Treatment and/or Habilitation and Rehabilitation, since they are defined separately in this document. This category can include Mental Health Crisis Services which is defined separately in this document.
  5. Alcohol or Drug Treatment Services - Preventive, diagnostic, and other outpatient treatment services as well as support for Consumers who have a psychological or physical dependence on one or more addictive substances, and a co-occurring mental illness.
  6. Staff training - Materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, mental health clinics, and substance abuse programs and other sites regarding the needs of the target population, job related responsibilities and service delivery strategies to promote effective services and best practices. Staff training also includes annual training referenced in this Attachment.
  7. Case Management Services - Services that develop case plans for delivering community services to PATH eligible Consumers. The case plans should be developed in partnership with Consumers who receive PATH services to coordinate the assessment, treatment, housing and/or care of Consumers, tailored to Consumer needs and preferences. Case Managers assist the Consumer in accessing needed services, coordinate the delivery of services in accordance with the case plan, and follow-up and monitor progress. Activities may include financial planning, access to entitlement assistance, representative payee services, etc. Case Management Services

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include:

- a. preparing a plan for the provision of Community Mental Health Services to the eligible homeless Consumer involved, and reviewing such plan not less than once every three months;
  - b. providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless Consumers, including services relating to daily living activities, personal financial planning, transportation services, and Habilitation and Rehabilitation Services, pre-vocation and vocational services, and housing;
  - c. providing assistance to the eligible homeless Consumers in obtaining income support services, including housing assistance, food stamps, and supplemental security income benefits;
  - d. referring the eligible homeless Consumer for such other services as may be appropriate; and
  - e. providing representative payee services in accordance with Section 1631(a) (2) of the Social Security Act if the eligible homeless Consumer is receiving aid under Title XVI of such act and if the Respondent is designated by the Secretary of the US Department of Health and Human Services, to provide such services.
8. Supportive and supervisory services in residential settings - Services provided in residential settings that are designed to support individuals during their transition into mainstream services.
9. Referrals for primary health services, job training, educational services, and relevant housing services - Services intended to link persons to primary health care, job training, income supports, education, housing, and other needed services not directly provided by the PATH program or individual PATH providers.
10. Housing Services (payments for these services shall not exceed 20 percent of total payments disbursed) as specified in [42 U.S. Code § 290cc-22\(g\)\(1\)](#) - Specialized services designed to increase access to and maintenance of stable housing for PATH-enrolled individuals who have significant or unusual barriers to housing. These services are distinct from and not part of PATH-funded case management, supportive and supervisory services in residential settings, or housing assistance referral activities. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act include:
- a. Minor Renovation: Services or resources provided to make essential repairs to a housing unit in order to provide or improve access to the unit and/or eliminate health or safety hazards.
  - b. Planning of Housing: Activities related to the analysis and formulation of a detailed set of action steps, timelines, and resources necessary to create or expand housing for the target population.
  - c. Technical Assistance in Applying for Housing Services: Targeted training, guidance, information sharing, and assistance to, or on behalf of, PATH-enrolled individuals who encounter complex access issues related to housing.
  - d. Improving the Coordination of Housing Services: The process of systematically analyzing interagency interactions among housing service providers, developing relevant information, and informing appropriate authorities of viable alternatives for

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selection of the most effective combination of available resources to best meet the residential needs of the target population.

- e. Security Deposits. Provision of funds for PATH-enrolled Consumers who are in the process of acquiring rental housing but who do not have the assets to pay the first and last month's rent or other security deposits required to move in.
  - f. Costs Associated with Matching Eligible Homeless Consumers with Appropriate Housing Situations. Expenditures made on behalf of PATH-enrolled Consumers to meet the costs, other than security deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture and furnishings, and moving expenses. These may also include reasonable expenditures to satisfy outstanding Consumer debts identified in rental application credit checks that otherwise preclude successfully securing immediately available housing.
  - g. One-Time Rental Payments to Prevent Eviction. One-time rental payments are made for PATH-enrolled Consumers who cannot afford to make the payments themselves, who are at risk of eviction without assistance, and who qualify for these services on the basis of income or need.
- H. Provide PATH services as follows:
- 1. Grantee shall provide PATH services in cooperation with the public health and emergency behavioral health response systems;
  - 2. Grantee's PATH teams shall, when necessary, perform functions related to crisis services and jail diversion; and
  - 3. Grantee shall make PATH homeless services available to individuals who are literally homeless or at imminent risk of homelessness and have serious mental illness or co-occurring substance use disorder.
- I. Develop and/or maintain policies or procedures that specifically relate to Grantee's provision of PATH services, including:
- 1. A PATH Program-specific policy and procedure manual, or PATH Program-specific policies and procedures included in Grantee's agency-wide manual;
  - 2. An internal policy or procedure for reporting the occurrence of any PATH-related events that endanger the health or safety of either the individual served or staff who provided the services; and
  - 3. A quality assurance process for the PATH program.
- J. Ensure PATH service teams consist of professional and paraprofessional staff or persons with experience working with persons who are homeless and have serious mental illnesses or co-occurring substance use disorder (i.e., at minimum, meets the definition of a qualified mental health professional-community services as defined in [25 Tex. Administrative Code, Part 1, Chapter 412, Subchapter G](#)).
- 1. Professional staff must have demonstrated competency in the identification and treatment of persons with serious mental illness or persons with co-occurring substance use disorders, and in the provision of mental health crisis services; and
  - 2. Paraprofessional staff must have demonstrated experience in working with persons



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who are homeless and have a serious mental illness or co-occurring substance use disorder.

- K. Train all PATH staff responsible for clinical practices annually:
1. Stages of change;
  2. Motivational interviewing;
  3. Cultural competence;
  4. Co-occurring substance use disorders;
  5. The nature of mental illness, the importance and process of recovery;
  6. The most current Utilization Management and Assessment tools used by Local Mental Health Authorities (LMHAs), and Local Behavioral Health Authorities (LBHAs) which can be accessed at:  
<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>; and
  7. PATH program goals, purpose, and activities.
- L. Document that all non-licensed staff providing PATH services are supervised by Licensed Practitioners of the Healing Arts (LPHA) as defined in [25 Tex. Admin. Code §412.327](#) (i.e., a physician; a licensed professional counselor; licensed clinical social worker; a psychologist; an advanced practice nurse recognized by the Board of Nurse Examiners for the State of Texas as a clinical nurse specialist in psych/mental health or nurse practitioner in psych/mental health; or a licensed marriage and family therapist).
- M. Use a local system or Clinical Management for Behavioral Health Services (CMBHS) to document all services, including screenings, assessments, engagement activity, case management, and linkage to other community services, behavioral health services, and primary health care services. The screens in CMBHS available for PATH use are:
1. Open Case/Close Case;
  2. Case Management Assessment;
  3. Service Plan/Service Plan Review;
  4. Progress Note;
  5. Psychoeducational Note;
  6. Administrative Note;
  7. Measures;
  8. Client Profile;
  9. Referral/Referral Follow-Up;
  10. Referral List;
  11. Consent Release Request List;
  12. Reassign Case Manager;
  13. Services Offered;
  14. Consent/Revoke Consent; and
  15. Client Profile.

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- N. Report key performance measures described in Section II, on a state fiscal year quarterly basis via CMBHS.
- O. Conduct an assessment, for each individual deemed ready for transition to ongoing mental health treatment, utilizing the approved uniform assessment tool that will be provided by the System Agency.
- P. Create written documentation of Case Management Services provided in a local system or CMBHS using the following screens: Open Case/Close Case, Service Plan/Service Plan Review, and Progress Note Case Management Type.
- Q. Create written documentation that justifies providing ongoing PATH services beyond 180 calendar days from first contact with the person receiving services. Justification may include, but is not limited to:
  - 1. An individual's placement on a waiting list for services; or
  - 2. An individual's unwillingness to make the transition from PATH services to mainstream mental health services.
- R. Submit an annual report to SAMHSA via the PATH Data Exchange on the timeline and in the format established by SAMHSA. Timelines and formats are set by SAMHSA and may vary annually.
- S. Plan and develop activities that will allow the PATH Grantee to collect and report homeless services data in the HUD-compliant Homeless Management Information Systems (HMIS).
- T. Participate in planning, training, and staff development activities intended to expand access to continuing services, such as Social Security Insurance/Social Security Disability Insurance (SSI/SSDI) Outreach, Access and Recovery (SOAR).
- U. Provide PATH services in a manner that supports current performance requirements under the [Government Performance and Results Act](#) (GPR) for PATH. Information on this Act can be found at: <https://obamawhitehouse.archives.gov/omb/mgmt-gpra/gplaw2m>. The performance requirements under the GPR include the following goals:
  - 1. Increase the number of homeless individuals contacted;
  - 2. Increase the percentage of contacts enrolled in PATH services;
  - 3. Increase the percentage of persons enrolled in PATH services receiving mental health services; and
  - 4. Maintain the average Federal cost of enrolling a homeless person with serious mental illness in services.
- V. Ensure the PATH program provides eligible services to persons who are homeless, or at imminent risk of becoming homeless, and who have serious mental illnesses or may also have co-occurring substance use disorders. PATH allowable funded services are to serve as the front door to homeless services funded through the HUD Continuum of Care and as a bridge to mainstream mental health services, primary health care, and substance abuse service systems.

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- W. Ensure PATH funds are used to provide Outreach services, which are then reported and tracked via HMIS. Outreach services are designed to contact and engage people not currently connected to mainstream mental health services, primary health care, and substance abuse service systems. PATH Grantee shall utilize strategies aimed at engaging persons into services, including identification of persons in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. PATH Grantee shall provide a bridge to behavioral health services such as Assertive Community Treatment, housing, substance abuse service systems, and primary health care as clinically appropriate.
- X. Ensure PATH programs reflect the SAMHSA goal for PATH programs:
1. Reduce or eliminate homelessness for individuals with serious mental illnesses; or
  2. Co-occurring substance use disorders who experience homelessness or are at imminent risk of becoming homeless.
- Y. Ensure PATH-funded services target adults or families with children who are literally homeless, or at imminent risk of homelessness. PATH-funded services must include a priority focus on:
1. Outreach services that include face-to-face interactions with homeless people on the streets, shelters, under bridges, and in other non-traditional settings;
  2. Case management; and
  3. Other services, which may not be supported by mainstream mental health programs (e.g., housing services included in the [Public Health Service Act](#)).

### **II. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

- A. Grantee shall meet the annual performance targets approved by System Agency in accordance with the terms outlined in **Attachment B, Budget and Targets**.
- B. At least every 90 calendar days, Grantee shall document in a local system or CMBHS that PATH services were provided to enrolled PATH Clients.
- C. Grantee shall submit to System Agency the following reports as specified:
1. Policy and Procedure Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency the PATH policy and procedure or the agency-specific policy and procedure to verify Grantee has developed and maintains a procedure for the following:
      - i. Reporting the occurrence of any PATH-related events that endanger the health or safety of either the individual served or staff providing services;
      - ii. A quality assurance process for the PATH program and Staff Training.

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- b. Grantee shall submit policy and procedure information upon request by System Agency.
  2. Training Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency documentation of training that covers the areas specified in Section I.
    - b. Grantee shall submit documentation of training as requested by System Agency.
    - c. Documentation shall include:
      - i. Names of PATH staff responsible for clinical practice and other PATH services training activities;
      - ii. Staff participating in training within the past twelve months; and
      - iii. Name, title, and credentials of the trainer.
  3. Supervision Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency documentation that non-licensed PATH staff responsible for clinical practices are supervised by a Licensed Professional of the Health Arts (LPHA) as defined in [25 Texas Administrative Code §412.327](#)
    - b. Grantee shall submit documentation of supervision as requested by System Agency.
    - c. Documentation shall include:
      - i. Name of LPHA and license; and
      - ii. Name of non-licensed PATH staff supervised.
  4. SAMHSA Annual Report
  5. According to the submission timeline established by SAMHSA, Grantee shall submit to SAMHSA an annual report which contains the data elements found on the PATH Data Exchange website ([www.pathpdx.org](http://www.pathpdx.org)) for all PATH services delivered from September 1, 2019 through August 31, 2020.
  6. State Fiscal Quarter Data Elements Report
  7. No later than the 20th day following the end of each state fiscal quarter, Grantee shall report to System Agency, via CMBHS, key performance measures described in this Section.
  8. HMIS Status Update
    - a. No later than the 20th day following the end of state fiscal Quarter 2 and Quarter 4, if not currently using HMIS, Grantee shall send by email to System Agency a HUD HMIS status update to include the following information:
      - i. Planning and development activities conducted;
      - ii. Outcome of budgeting, planning and development activities conducted; and
      - iii. Local resources, staff, continuum of care, or organizations involved in planning and development activities.
    - b. Grantee shall submit additional HMIS status update as requested by System Agency.
- D. All reports, documentation, and other information required of Grantee shall be submitted electronically to the [mhcontracts@hhsc.state.tx.us](mailto:mhcontracts@hhsc.state.tx.us) email address, as well as to the assigned System Agency Contract Manager and the State PATH Contact. If System Agency

## **ATTACHMENT A STATEMENT OF WORK**

determines Grantee needs to submit deliverables by mail or fax, Grantee shall send the required information to one of the following addresses:

### **U.S. Postal Mail**

Department of State Health Services  
Mental Health Contracts Management Unit (Mail Code 2058)  
P. O. Box 149347  
Austin, TX 78714-9347

### **Overnight Mail**

Department of State Health Services  
Mental Health Contracts Management Unit (Mail Code 2058)  
909 West 45<sup>th</sup> Street, Bldg. 552  
Austin, TX 78751  
Fax: (512) 206-5307

#### **E. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)**

1. Grantee shall ensure that it has appropriate Internet access and an adequate number of computers of sufficient capabilities to use CMBHS. If Grantee purchases equipment with System Agency funds, the equipment shall be inventoried, maintained in working order, and secured.
2. Contactor shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of CMBHS data has been or may be compromised in any way. Grantee is required to update records on a daily basis to reflect any changes in account status.
3. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee shall ensure that the electronic payment requests and reports transmitted contain true, accurate, and complete information.
4. System Agency may limit or deny access to CMBHS by Grantee at any time at System Agency's sole discretion.
5. Grantee shall use the following CMBHS components/functionality, in accordance with System Agency's instructions:
  - a. Staff Member;
  - b. User Profiles;
  - c. Assign Roles; and
  - d. Client Profile.
6. Grantee's network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP). Grantee shall maintain responsibility for local procedures to end-users and be responsible for data backup, restore, and contingency planning functions for all local data. Grantee shall:
  - a. Create, delete, and modify end-user LAN-based accounts;

## **ATTACHMENT A STATEMENT OF WORK**

- b. Change/reset user local passwords as necessary;
  - c. Administer security additions/changes and deletions for CMBHS;
  - d. Install, maintain, monitor, and support Grantee LANs and WANs; and
  - e. Select, purchase service from, and monitor performance of ISP.
7. System Agency will provide support for CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to access expert assistance for CMBHS related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.
  8. Grantee shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all System Agency or HHSC database user accounts are current. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information. Grantee shall fulfill the following requirements:
  9. Grantee shall complete Form K, Security Administrator Attestation & Authorized Users List, confirming the Grantee has reviewed the names of agency employees who have access to System Agency database systems or HHSC database systems that may be used in conducting business with System Agency, and Grantee has removed access to users who are no longer authorized to access secure data. Grantee shall also use Form K to provide to System Agency the name, phone number, and email address of the two administrators no later than September 14 and March 14 of each fiscal year. Information should be submitted electronically to the [mhcontracts@hhsc.state.tx.us](mailto:mhcontracts@hhsc.state.tx.us) email address, as well as to the assigned System Agency Contract Manager.
  10. Grantee shall use Form K, Security Attestation & Authorized Users List, to notify System Agency within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

### **III. SERVICE AREA**

Grantee shall deliver services or activities to participants or clients in the counties or service areas identified in their approved Intended Use Plan.

### **IV. ELIGIBLE POPULATION**

- A. PATH funds are for the purpose of providing services or activities to adult individuals or families with children who:
  1. Have serious mental illnesses and may have co-occurring substance use disorders; and
  2. Are homeless or at imminent risk of becoming homeless.
- B. Individuals may be served in the outreach setting, and when appropriate, enrolled for the sole purpose of engaging the human service agencies, mental health services, or education system to provide services to the individual.

## ATTACHMENT A STATEMENT OF WORK

### **V. INVOICE AND PAYMENT**

A. Grantee will request 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>.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Contractor;
2. System Agency Contract or Purchase Order Number;
3. Identification of service(s) provided;
4. Dates services were delivered;
5. Total invoice amount;
6. A copy of the General Ledger for the period which supports the budget items requesting reimbursement; and
7. Any additional supporting documentation which is required by this Statement of Work or as requested by System Agency.

B. 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.

C. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

**ATTACHMENT B – BUDGET AND TARGETS**  
**Grantee: Spindletop MHMR Services d/b/a Spindletop Center**

- A. Funding Source: United States Health and Humans Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA).
- B. Funding Amounts by State Fiscal Year (i.e., September 1<sup>st</sup> through August 31<sup>st</sup>)
  - 1. 2020: HHSC Award - \$266,394.00, Contractor Match - \$79,918.00;
  - 2. 2021: HHSC Award - \$266,394.00, Contractor Match - \$79,918.00;
  - 3. 2022: HHSC Award - \$266,394.00, Contractor Match - \$79,918.00;
  - 4. 2023: HHSC Award - \$266,394.00, Contractor Match - \$79,918.00; and
  - 5. 2024: HHSC Award - \$266,394.00, Contractor Match - \$79,918.00.
- C. Total Reimbursements for the grant term will not exceed \$1,331,970.00.
- D. Grantee’s match requirement for the grant term will not exceed \$399,590.00.
- E. Cost Reimbursement Budget:
  - 1. System Agency will provide written notification through technical guidance correspondence documenting approval of Grantee’s cost reimbursement budget.
  - 2. Grantee’s approved cost reimbursement budget documents all approved and allowable expenditures.
  - 3. Grantee shall only utilize the funding for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify System Agency, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
  - 4. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:
    - a. System Agency approves Grantee’s transfer of up to ten (10) percent of funds from budgeted direct cost categories only, excluding the ‘Equipment’ category. Budget revisions exceeding ten (10) percent requirement require System Agency’s written approval.
    - b. Grantee may request revisions to the approved cost reimbursement budget direct cost categories that exceed the ten (10) percent requirement by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee’s budget revision.
    - c. Grantee may revise the cost reimbursement budget ‘Equipment’ and/or ‘Indirect’ cost categories, however a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the contract if Grantee’s revision request is approved. Grantee’s budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.



- F. System Agency will provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets, which include the measures outlined below. Grantee may request revisions to the approved performance targets by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets.
1. Number of persons who are homeless and have serious mental illness or serious mental illness and substance use disorders served by all funding sources (Federal, State and local match, and other funding sources)
  2. Number of persons served by Federal PATH funds - Outreach
  3. Number of outreach contacts who enrolled during the year as PATH clients
  4. Percentage of enrolled PATH clients who receive community mental health services (percentage shall be 37 percent or greater)
  5. Percentage of eligible persons enrolled (percentage shall be 44 percent or greater)
  6. Cost-Per-Enrolled (CPE). Cost of service to enroll homeless persons with serious mental illness or serious mental illness and substance use disorders in services. Not to exceed \$1200 CPE. (Federal dollars received x 97 percent divided by number of outreach contacts enrolled = CPE).

## ATTACHMENT C

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



# TEXAS

## Health and Human Services

**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.16.1**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

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

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

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 INTERPRETIVE PROVISIONS**

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

## **ARTICLE II. PAYMENT METHODS AND RESTRICTIONS**

### **2.1 PAYMENT METHODS**

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
  - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
  - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
  - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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

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

## **2.2 FINAL BILLING SUBMISSION**

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

## **2.3 FINANCIAL STATUS REPORTS (FSRs)**

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

## **2.4 USE OF FUNDS**

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

## **2.5 USE FOR MATCH PROHIBITED**

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

## **2.6 PROGRAM INCOME**

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



## **2.7 NONSUPPLANTING**

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

## **2.8 ALLOWABLE COSTS**

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

## **2.9 INDIRECT COST RATES**

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

# **ARTICLE III. STATE AND FEDERAL FUNDING**

## **3.1 FUNDING**

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

## **3.2 NO DEBT AGAINST THE STATE**

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

## **3.3 DEBT AND DELINQUENCIES**

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

## **3.4 RECAPTURE OF FUNDS**

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

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

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

**ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

**4.1 ALLOWABLE COSTS**

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

<p>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.</p>	<p>48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</p>	<p>2 CFR Part 200, Subpart F and UGMS</p>	<p>2 CFR Part 200 and UGMS</p>
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

**4.2 AUDITS AND FINANCIAL STATEMENTS**

A. Audits

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

B. Financial Statements

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

### 4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

#### A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

#### B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,

ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

## ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

### 5.1 GENERAL AFFIRMATIONS

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

### 5.2 FEDERAL ASSURANCES

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

### 5.3 FEDERAL CERTIFICATIONS

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

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

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

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

## **6.2 GRANTEE’S PRE-EXISTING WORKS**

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

## **6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

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

## **6.4 DELIVERY UPON TERMINATION OR EXPIRATION**

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

## **6.5 SURVIVAL**

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

## ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

### 7.1 BOOKS AND RECORDS

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

### 7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

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

### 7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

#### **7.4 SAO AUDIT**

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

#### **7.5 CONFIDENTIALITY**

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

### **ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION**

#### **8.1 CONTRACT REMEDIES**

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

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

#### **8.2 TERMINATION FOR CONVENIENCE**

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

#### **8.3 TERMINATION FOR CAUSE**

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

**9.1 AMENDMENT**

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

**9.2 INSURANCE**

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

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

**9.3 LEGAL OBLIGATIONS**

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.



#### 9.4 PERMITTING AND LICENSURE

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

#### 9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

#### 9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## 9.7 INDEPENDENT CONTRACTOR

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

## 9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

## 9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

## 9.10 GOVERNING LAW AND VENUE

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

## 9.11 SEVERABILITY

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

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

**9.12 SURVIVABILITY**

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

**9.13 FORCE MAJEURE**

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

**9.14 NO WAIVER OF PROVISIONS**

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

**9.15 PUBLICITY**

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency’s prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor’s or a third party’s products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

### **9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS**

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

### **9.17 NO WAIVER OF SOVEREIGN IMMUNITY**

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

### **9.18 ENTIRE CONTRACT AND MODIFICATION**

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

### **9.19 COUNTERPARTS**

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

### **9.20 PROPER AUTHORITY**

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

### **9.21 E-VERIFY PROGRAM**

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

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

### **9.22 CIVIL RIGHTS**

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

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

### **9.23 SYSTEM AGENCY DATA**

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

**ATTACHMENT D**



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

**Health and Human Services Commission**  
**Special and Supplemental Conditions**  
**Version: 1.2**  
**9.1.17**

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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 2.16.1

### 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.

**"UTC"** means HHSC's Uniform Terms and Conditions -Grant- Version 2.16.1

### 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;
- (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 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.

## 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
- (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
- (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.

## Article IX. Miscellaneous Provisions

### 9.01 Conflicts of Interest

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 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.
- (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

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 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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**HHSC SUPPLEMENTAL CONDITIONS**

**Section 9.5, Indemnity**, of Attachment B, Uniform Terms and Conditions – Grantee Ver. 2.16.1, is deleted in its entirety.

**ATTACHMENT E**

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**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

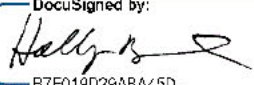
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

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

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:                    B7E019D29ABA45D...</p>	<p>TITLE</p> <p>CEO</p>
<p>APPLICANT ORGANIZATION</p> <p>Spindletop Center</p>	<p>DATE SUBMITTED</p> <p>August 31, 2019</p>

### CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

#### Statement for Loan Guarantees and Loan Insurance

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

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

**\* APPLICANT'S ORGANIZATION**

Spindletop Center

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name: Holly Middle Name:

\* Last Name: Borel Suffix:

\* Title: CEO

**\* SIGNATURE:**



\* DATE: August 31, 2019



**Dr. Courtney N. Phillips, Executive Commissioner**

**Request for Applications (RFA)  
For  
Project for Assistance in Transition from Homelessness (PATH)**

**RFA No. HHS0002315**

**Date of Release: Friday, June 21, 2019**

**Responses Due: Tuesday, July 23, 2019 by 2:00 p.m. Central Time**

**Class/Items:**

- 948-00 - Health Related Services (See Class 952 for Human Services)
- 948-47 - Health Care Center Services
- 948-48 - Health Care Services (Not Otherwise Classified)
- 952-05 - Alcohol and Drug Detoxification, Including Rehabilitation)
- 952-06 - Alcohol and Drug Prevention
- 952-62 - Mental Health Services: Vocational, Residential, Etc.

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## **ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1 EXECUTIVE SUMMARY**

The Texas Health and Human Services Commission (HHSC or System Agency) requests applications from eligible Respondents to provide services under the Projects for Assistance in Transition from Homelessness (PATH) program. PATH providers provide Outreach and engage people not currently connected to mainstream mental health services, primary health care and substance abuse service systems. Awarded Grantees shall meet the Substance Abuse and Mental Health Services Administration (SAMHSA) goal for PATH programs, which is to reduce or eliminate homelessness for individuals with serious mental illnesses or co-occurring substance use disorders who are homeless or at imminent risk of becoming homeless.

To be considered for award, Respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance, v.1.4**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

### **1.2 DEFINITIONS**

Refer to **Exhibit B, HHSC Uniform Terms and Conditions – Grant, v. 2.16.1 and Exhibit H, HHSC Special Conditions**, for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

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

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

“**Client**” or “**Consumer**” means a person (1) who is homeless or at imminent risk of becoming homeless and has a serious mental illness or may also have co-occurring substance use disorders; (2) who receives services supported in some measure with Federal PATH funds, and (3) for whom a clinical or other formal record has been prepared, indicating formal PATH enrollment.

“**Earned Income**” means all the taxable income and wages received from working or from certain disability payments consistent with guidelines managed by the Internal Revenue Service.

**“Employment”** means any instance where services are performed that is subject to the will and control of an employer for which wages are received by the worker. This definition of Employment is not limited to full-time, part-time, or seasonal Employment; a minimum number of hours worked per week; or the availability of benefits.

**“Employment Services”** means services designed to assist Consumers with obtaining Employment. Services may include, but are not limited to, application completion, resume development, interview training, and providing access to job listings.

**“Grantee”** means an organization that has been selected to receive a grant award resulting from its response to this RFA and has executed a grant agreement or contract.

**“Health and Human Services Commission”** or **“HHSC”** means the administrative agency established under [Chapter 531, Texas Government Code](#) or its designee.

**“Imminent Risk for Homelessness”** is defined as commonly including one or more of the following criteria: doubled-up living arrangement where the Consumer’s name is not on the lease, living in a condemned building without a place to move, arrears in rent/utility payments, having received an eviction notice without a place to move, living in temporary or transitional housing that carries time limits, being discharged from a health care facility, such as a State Hospital, from a crisis unit or emergency respite care, or from a criminal justice institution without a place to live.

**“Improving the Coordination of Housing Services”** means the process of systematically analyzing interagency interactions among housing service providers, developing relevant information, and informing appropriate authorities of viable alternatives for selection of the most effective combination of available resources to best meet the housing needs of the target population.

**“Income Benefits”** mean income supports that are not earned income (wages), non-cash benefits (i.e., food stamps/Supplemental Nutrition Assistance Program (SNAP) benefits, etc.), or temporary financial assistance not covered under SNAP benefits (i.e., security deposits, rental assistance, utility or energy assistance). Income supports are financial supports that can be used at the Consumer’s discretion and are not limited to specific uses. Examples include Supplemental Security Income (SSI), Social Security Disability Income (SSDI), Temporary Assistance for Needy Families (TANF) and pensions.

**“Indirect Costs”** is defined within [2 Code of Federal Regulations, Part 200](#).

**“Literally Homeless”** means individuals (without regard to whether the individual is a member of a family) who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resides in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resides.

**“Medical Insurance Program”** means the program designed to provide medical insurance

and/or medical co-pay assistance.

**“PATH Enrolled Consumer”** means a person (1) who is homeless or at imminent risk of becoming homeless and has a serious mental illness or may also have co-occurring substance use disorders; (2) who receives services supported in some measure with Federal PATH funds, and (3) for whom a clinical or other formal record has been prepared, indicating formal PATH enrollment.

**“Primary Health Care”** means medical care that is overseen by a licensed medical primary care provider.

**“Respondent”** means an organization that develops and submits an application to this RFA.

**“State Fiscal Year”** means the period beginning on September 1 and ending August 31.

**“Technical Assistance in Applying for Housing Assistance”** means targeted training, guidance, information sharing, and assistance to, or, on behalf of, PATH-enrolled individuals who encounter complex access issues related to housing.

### 1.3 AUTHORITY

The System Agency is requesting applications pursuant to provisions in [Public Health Service Act](#), Title V, Part C, Section 521, as amended, 42 U.S.C 290cc-21 et seq; Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645. The System Agency has statutory authority to contract for services described in this Solicitation pursuant to [Health and Safety Code Section § 12.051](#) as transferred under [Texas Government Code § 531.005\(k\)](#).

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## ARTICLE 2. SCOPE OF GRANT AWARD

### 2.1 PROGRAM BACKGROUND

PATH was created as part of the Stewart B. McKinney Homeless Assistance Amendments Act of 1990. Since 1991, PATH has funded the 50 states, the District of Columbia, Puerto Rico, and four U.S. Territories (the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands). The goal of the PATH Program is to reduce or eliminate homelessness for individuals with serious mental illnesses or serious mental illness and substance use disorders who experience homelessness or are at imminent risk of becoming homeless. PATH funds are used to provide services that may include Street Outreach, Case Management Services, and Housing Services that may not be supported by mainstream mental health programs.

### 2.2 AVAILABLE FUNDING, GRANT TERM, MATCH, EXPENDITURE APPLICATION AND FINANCIAL ASSESSMENT

#### 2.2.1 Available Funding

HHSC intends to issue multiple awards up to approximately \$5,000,000.00 per state fiscal year, which includes approximately 97% federal funding and 3% state funding. Funding may vary and is subject to change based on continued availability of grant funds.

#### 2.2.2 Grant Term

It is anticipated that the grant funding period for this program will be **September 1, 2019** through **August 31, 2024**.

#### 2.2.3 Match

Each awarded Grantee shall provide non-state and non-federal match equivalent to 30% of the HHSC award amount (e.g., HHSC Award Amount: \$100k + Grantee Match Requirement: \$30k = Total Program Cost: \$130k). Grantees shall demonstrate use of matching funds/in-kind resources throughout the grant term. Matching funds across all awards are estimated at \$7,500,000.00 for the full grant term.

Matching funds may be provided through local philanthropic, private, city or county funds, pooled or braided funds from partner organizations, donated resources, or in-kind contributions committed specifically for the project. Neither state nor federal funds can be used to satisfy the match requirement. Respondents are not required to certify matching funds as part of the application process, however, state awards must ultimately be matched by the grant recipient through the reporting of matching funds utilized during the grant period. Donated materials, professional services, and volunteer time is to be valued in accordance with Section .24, Subpart C, of Uniform Grant Management Standards (UGMS) and Title 2, Part 200, §200.306 of the Code of Federal Regulations, which includes any amendment/revision to these provisions during the grant term. Awarded

Grantees shall document the use of matching funds on **Form C, Expenditure Application** as follows:

- A. For cash contributions:
  1. Have on file, a letter from the donor to the Respondent demonstrating the donor's intent to meet the Respondent's match; a written resolution or consent from the Respondent's governing board or senior official that the donation obtained by the Respondent will meet the Respondent's match; **or** the donor's notation on a check reflecting the purpose of the donation; **and/or**
  2. Have on file, copies of cancelled donor checks or bank statements showing the transfer of funds by wire or receipt of credit card payments.
- B. For donated or discounted materials or services: Have on file, a donor letter indicating a commitment of resources and their retail or fair market value described on the donor's letterhead.
- C. For donated professional services: Have on file, a donor letter indicating a commitment of resources and their retail or fair market value described on the donor's letterhead.
- D. For volunteer labor: Have on file, a signed letter of commitment from the Respondent's governing board or senior official outlining the number of volunteers, the number of volunteer hours, volunteer activity description, and the rate at which volunteer labor will be valued. Volunteer labor to be provided to a Respondent by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Respondent's organization. If the Respondent does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

Grantee's shall readily provide proof of the utilization of Matching funds upon submission of request for reimbursement.

#### **2.2.4 Expenditure Application and Financial Assessment**

All Respondents shall submit the following financial documents with their Solicitation Response:

1. **Form C, Expenditure Application.** Utilizing this form to create the budget, Respondents must:
  - a. Demonstrate project costs are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements; and
  - b. Identify costs to be requested from HHSC and costs to be matched for the first year of the grant term, September 1, 2019 - August 31, 2020.
2. **Form D, Financial Capacity and Fiscal Controls.** Respondents must include financial statements for the most recently completed fiscal year, and most recently audited financial report from the past two (2) years, including all supplements, management discussions and analysis, actuarial opinions, and other documents as applicable.

3. **Form E, Financial Management and Administrative Questionnaire.** This form includes an assessment designed to determine whether Respondent's financial management system meets federal and state standards for expending and accounting for the funds received under an award.
4. **Form F, HHS Indirect Cost Rate Questionnaire.** This form includes an assessment designed to approve an Indirect Cost Rate, or Federally Approved Cost Allocation Plan for HHS System contracts.

### 2.3 ELIGIBLE RESPONDENTS

Respondents must be established as a legal entity, have the authority to do business in Texas, and must be able to provide, or partner to provide, homeless services, mental health services, and substance abuse services. Entities may be local government entities, public or private non-profit 501(c)(3), or religious-based organizations. In addition, Respondents must meet and comply with the criteria listed below at the time the application is submitted and continue to meet the eligibility conditions throughout the grant term.

1. Respondent must have a physical business address in Texas located within the service area proposed to be served.
2. Respondent must not be ineligible to apply for funds under this RFA due to being currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. As part of the pre-compliance check for responsiveness to this RFA, HHSC will perform a check for debarment/suspension through the Federal System for Award Management (SAM) and the Comptroller of Public Accounts (CPA). In compliance with CPA's rules, HHSC's verification of eligibility will also conduct a name search of all Grantees during the contract award phase using the websites listed in this section. A Respondent will be considered ineligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:
  - a. [CPA's list of Vendors Debarred from doing business with the State of Texas](#);
  - b. CPA) Franchise Tax Check (for status of good standing);
  - c. [CPA's Divestment Statute Lists](#)
    - i. list of companies that boycott Israel;
    - ii. CPA's list of Scrutinized Companies with Ties to Sudan;
    - iii. CPA's list of Scrutinized Companies with Ties to Iran;
    - iv. CPA's list of Designated Foreign Terrorist Organization, and
    - v. CPA's list of Scrutinized Companies with Ties to Foreign Terrorist Organizations.
  - d. [The System of Award Management \(SAM\) for parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits](#); and
  - e. [The Office of the Inspector General \(OIG\) List of Excluded Individuals/Entities](#).

## 2.4 SCOPE AND PROGRAM REQUIREMENTS

To meet the mission and objectives of the PATH program, Grantees shall:

- A. Administer the PATH program to provide allowable services to eligible persons who are homeless, or at imminent risk of becoming homeless, and who have serious mental illnesses or may also have co-occurring substance use disorders. Grantee shall serve as the front door to homeless services funded through the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) program and as a bridge to mainstream mental health services, primary health care, and substance abuse service systems. This would include collaborating with the HUD Continuum of Care program and with other local community organizations to provide housing, mental health treatment, substance use disorder treatment, employment services, and shelter services. Information on HUD's CoC program is available at <https://www.hudexchange.info/programs/coc/>.
- B. Provide Outreach services to contact and engage people not currently connected to mainstream mental health services, primary health care, and substance abuse service systems. Grantee shall utilize strategies aimed at engaging persons into the needed array of services, including identification of persons in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Grantee shall provide a bridge to behavioral health services such as Assertive Community Treatment, housing, alcohol or drug treatment services, and primary health care as clinically appropriate.
- C. Meet the SAMHSA goal for PATH programs, which is to reduce or eliminate homelessness for individuals with serious mental illnesses or co-occurring substance use disorders who are homeless or at imminent risk of becoming homeless.
- D. Target adults or families with children who are literally homeless, or at imminent risk of homelessness. Grantee shall focus on the following priorities:
  1. Outreach services that include face-to-face interactions with homeless people on the streets, shelters, under bridges, and in other non-traditional settings;
  2. Case management; and
  3. Other services, which may not be supported by mainstream mental health programs (e.g., housing services included in [42 U.S. Code § 290cc-22\(b\)](#) (10)).
- E. Provide PATH services according to Grantee's approved PATH Intended Use Plan (Form B).
- F. Provide PATH services independently of other ongoing mental health treatment services, and not use PATH services as a substitute or replacement for ongoing mental health treatment services.
- G. Provide, or partner to provide, any subset of PATH services outlined and defined as follows:



1. Outreach services - The process of bringing Consumers into service that do not access traditional services. Effective Outreach utilizes strategies aimed at engaging Consumers into the needed array of services, including identification of Consumers in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Outreach results in increased access to and utilization of community services by Consumers who are homeless and have mental illnesses/co-occurring disorders.
  - a. Active Outreach is defined as face-to-face interaction with literally homeless people in streets, shelters, under bridges, and in other non-traditional settings. In active Outreach, workers seek out homeless individuals.
  - b. Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods. This type of Outreach is allowable but must be offered in conjunction with active Outreach activities.
  - c. Outreach may also include passive Outreach, also called “in-reach”, defined as when Outreach staff is placed in a service site frequented by homeless people, such as a shelter or community resource center, and direct, face to face interactions occur at that site. In passive Outreach, homeless individuals seek out Outreach workers. Passive Outreach is allowable but may not occur unless the PATH provider is also conducting active Outreach activities.
2. Screening and diagnostic treatment services - A continuum of assessment services that ranges from brief eligibility screening to comprehensive clinical assessment
3. Habilitation and Rehabilitation Services - Community-based treatment and education services designed to promote maximum functioning, a sense of well-being, and a personally satisfying level of independence for individuals who are homeless and have mental illnesses and/or co-occurring disorders.
4. Community Mental Health Services - Community-based supports designed to stabilize and provide ongoing supports and services for Consumers with mental illnesses and/or co-occurring disorders or dual diagnoses. This general category does not include case management, Alcohol or Drug Treatment and/or Habilitation and Rehabilitation, since they are defined separately in this document. This category can include Mental Health Crisis Services which is defined separately in this document.
5. Alcohol or Drug Treatment Services - Preventive, diagnostic, and other outpatient treatment services as well as support for Consumers who have a psychological or physical dependence on one or more addictive substances, and a co-occurring mental illness.
6. Staff training - Materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, mental health clinics, and substance abuse programs and other sites regarding the needs of the target population, job related responsibilities and service delivery strategies to promote effective services and best practices. Staff training also includes annual training referenced in the **Section 2.4 K**.
7. Case Management Services - Services that develop case plans for delivering community services to PATH eligible Consumers. The case plans should be developed in partnership with Consumers who receive PATH services to coordinate

the assessment, treatment, housing and/or care of Consumers, tailored to Consumer needs and preferences. Case Managers assist the Consumer in accessing needed services, coordinate the delivery of services in accordance with the case plan, and follow-up and monitor progress. Activities may include financial planning, access to entitlement assistance, representative payee services, etc. Case Management Services include:

- a. preparing a plan for the provision of Community Mental Health Services to the eligible homeless Consumer involved, and reviewing such plan not less than once every three months;
  - b. providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless Consumers, including services relating to daily living activities, personal financial planning, transportation services, and Habilitation and Rehabilitation Services, pre-vocation and vocational services, and housing;
  - c. providing assistance to the eligible homeless Consumers in obtaining income support services, including housing assistance, food stamps, and supplemental security income benefits;
  - d. referring the eligible homeless Consumer for such other services as may be appropriate; and
  - e. providing representative payee services in accordance with [Section 1631\(a\) \(2\) of the Social Security Act](#) if the eligible homeless Consumer is receiving aid under Title XVI of such act and if the Respondent is designated by the Secretary of the US Department of Health and Human Services, to provide such services.
8. Supportive and supervisory services in residential settings - Services provided in residential settings that are designed to support individuals during their transition into mainstream services.
  9. Referrals for primary health services, job training, educational services, and relevant housing services - Services intended to link persons to primary health care, job training, income supports, education, housing, and other needed services not directly provided by the PATH program or individual PATH providers.
  10. Housing Services (payments for these services shall not exceed 20 percent of total payments disbursed) as specified in [42 U.S. Code § 290cc-22\(g\)\(1\)](#) - Specialized services designed to increase access to and maintenance of stable housing for PATH-enrolled individuals who have significant or unusual barriers to housing. These services are distinct from and not part of PATH-funded case management, supportive and supervisory services in residential settings, or housing assistance referral activities. Housing services as specified in Section 522 (b) (10) of the Public Health Service Act include:
    - a. Minor Renovation: Services or resources provided to make essential repairs to a housing unit in order to provide or improve access to the unit and/or eliminate health or safety hazards.
    - b. Planning of Housing: Activities related to the analysis and formulation of a detailed set of action steps, timelines, and resources necessary to create or expand housing for the target population.

- c. Technical Assistance in Applying for Housing Services: Targeted training, guidance, information sharing, and assistance to, or on behalf of, PATH-enrolled individuals who encounter complex access issues related to housing.
  - d. Improving the Coordination of Housing Services: The process of systematically analyzing interagency interactions among housing service providers, developing relevant information, and informing appropriate authorities of viable alternatives for selection of the most effective combination of available resources to best meet the residential needs of the target population.
  - e. Security Deposits. Provision of funds for PATH-enrolled Consumers who are in the process of acquiring rental housing but who do not have the assets to pay the first and last month's rent or other security deposits required to move in.
  - f. Costs Associated with Matching Eligible Homeless Consumers with Appropriate Housing Situations. Expenditures made on behalf of PATH-enrolled Consumers to meet the costs, other than security deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture and furnishings, and moving expenses. These may also include reasonable expenditures to satisfy outstanding Consumer debts identified in rental application credit checks that otherwise preclude successfully securing immediately available housing.
  - g. One-Time Rental Payments to Prevent Eviction. One-time rental payments are made for PATH-enrolled Consumers who cannot afford to make the payments themselves, who are at risk of eviction without assistance, and who qualify for these services on the basis of income or need.
- H. Provide PATH services as follows:
- 1. Grantee shall provide PATH services in cooperation with the public health and emergency behavioral health response systems;
  - 2. Grantee's PATH teams shall, when necessary, perform functions related to crisis services and jail diversion; and
  - 3. Grantee shall make PATH homeless services available to individuals who are literally homeless or at imminent risk of homelessness and have serious mental illness or co-occurring substance use disorder.
- I. Develop and/or maintain policies or procedures that specifically relate to Grantee's provision of PATH services, including:
- 1. A PATH Program-specific policy and procedure manual, or PATH Program-specific policies and procedures included in Grantee's agency-wide manual;
  - 2. An internal policy or procedure for reporting the occurrence of any PATH-related events that endanger the health or safety of either the individual served or staff who provided the services; and
  - 3. A quality assurance process for the PATH program.
- J. Ensure PATH service teams consist of professional and paraprofessional staff or persons with experience working with persons who are homeless and have serious mental illnesses or co-occurring substance use disorder (i.e., at minimum, meets the definition of a qualified mental health professional-community services as defined in [25 Tex. Administrative Code, Part 1, Chapter 412, Subchapter G](#)).

1. Professional staff must have demonstrated competency in the identification and treatment of persons with serious mental illness or persons with co-occurring substance use disorders, and in the provision of mental health crisis services; and
  2. Paraprofessional staff must have demonstrated experience in working with persons who are homeless and have a serious mental illness or co-occurring substance use disorder.
- K. Train all PATH staff responsible for clinical practices annually:
1. Stages of change;
  2. Motivational interviewing;
  3. Cultural competence;
  4. Co-occurring substance use disorders;
  5. The nature of mental illness, the importance and process of recovery;
  6. The most current Utilization Management and Assessment tools used by Local Mental Health Authorities (LMHAs), and Local Behavioral Health Authorities (LBHAs) which can be accessed at:  
<https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>; and
  7. PATH program goals, purpose, and activities.
- L. Document that all non-licensed staff providing PATH services are supervised by Licensed Practitioners of the Healing Arts (LPHA) as defined in [25 Tex. Admin. Code §412.327](#) (i.e., a physician; a licensed professional counselor; licensed clinical social worker; a psychologist; an advanced practice nurse recognized by the Board of Nurse Examiners for the State of Texas as a clinical nurse specialist in psych/mental health or nurse practitioner in psych/mental health; or a licensed marriage and family therapist).
- M. Use a local system or Clinical Management for Behavioral Health Services (CMBHS) to document all services, including screenings, assessments, engagement activity, case management, and linkage to other community services, behavioral health services, and primary health care services. The screens in CMBHS available for PATH use are:
1. Open Case/Close Case;
  2. Case Management Assessment;
  3. Service Plan/Service Plan Review;
  4. Progress Note;
  5. Psychoeducational Note;
  6. Administrative Note;
  7. Measures;
  8. Client Profile;
  9. Referral/Referral Follow-Up;
  10. Referral List;
  11. Consent Release Request List;

12. Reassign Case Manager;
  13. Services Offered;
  14. Consent/Revoke Consent; and
  15. Client Profile.
- N. Report key performance measures described in **Section 2.5**, on a state fiscal year quarterly basis via CMBHS.
- O. Conduct an assessment, for each individual deemed ready for transition to ongoing mental health treatment, utilizing the approved uniform assessment tool that will be provided by the System Agency.
- P. Create written documentation of Case Management Services provided in a local system or CMBHS using the following screens: Open Case/Close Case, Service Plan/Service Plan Review, and Progress Note Case Management Type.
- Q. Create written documentation that justifies providing ongoing PATH services beyond 180 calendar days from first contact with the person receiving services. Justification may include, but is not limited to:
1. An individual's placement on a waiting list for services; or
  2. An individual's unwillingness to make the transition from PATH services to mainstream mental health services.
- R. Submit an annual report to SAMHSA via the PATH Data Exchange on the timeline and in the format established by SAMHSA. Timelines and formats are set by SAMHSA and may vary annually.
- S. Plan and develop activities that will allow the PATH Grantee to collect and report homeless services data in the HUD-compliant Homeless Management Information Systems (HMIS).
- T. Participate in planning, training, and staff development activities intended to expand access to continuing services, such as Social Security Insurance/Social Security Disability Insurance (SSI/SSDI) Outreach, Access and Recovery (SOAR).
- U. Provide PATH services in a manner that supports current performance requirements under the Government Performance and Results Act (GPRA) for PATH. Information on this Act can be found at: <https://obamawhitehouse.archives.gov/omb/mgmt-gpra/gplaw2m>. The performance requirements under the GPRA include the following goals:
1. Increase the number of homeless individuals contacted;
  2. Increase the percentage of contacts enrolled in PATH services;
  3. Increase the percentage of persons enrolled in PATH services receiving mental health services; and
  4. Maintain the average Federal cost of enrolling a homeless person with serious mental illness in services.

- V. Ensure the PATH program provides eligible services to persons who are homeless, or at imminent risk of becoming homeless, and who have serious mental illnesses or may also have co-occurring substance use disorders. PATH allowable funded services are to serve as the front door to homeless services funded through the HUD Continuum of Care and as a bridge to mainstream mental health services, primary health care, and substance abuse service systems.
  
- W. Ensure PATH funds are used to provide Outreach services, which are then reported and tracked via HMIS. Outreach services are designed to contact and engage people not currently connected to mainstream mental health services, primary health care, and substance abuse service systems. PATH Grantee shall utilize strategies aimed at engaging persons into services, including identification of persons in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and referral to appropriate resources. PATH Grantee shall provide a bridge to behavioral health services such as Assertive Community Treatment, housing, substance abuse service systems, and primary health care as clinically appropriate.
  
- X. Ensure PATH programs reflect the SAMHSA goal for PATH programs (See **Section 1.1**):
  - 1. Reduce or eliminate homelessness for individuals with serious mental illnesses; or
  - 2. Co-occurring substance use disorders who experience homelessness or are at imminent risk of becoming homeless.
  
- Y. Ensure PATH-funded services target adults or families with children who are literally homeless, or at imminent risk of homelessness. PATH-funded services must include a priority focus on:
  - 1. Outreach services that include face-to-face interactions with homeless people on the streets, shelters, under bridges, and in other non-traditional settings;
  - 2. Case management; and
  - 3. Other services, which may not be supported by mainstream mental health programs (e.g., housing services included in the Public Health Service Act).

## 2.5 DELIVERABLES AND PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. Performance will be measured against the annual performance targets listed below, which are included in the Application using **Exhibit G, Performance Measures**.

- A. Grantee shall provide projections for the following key performance measures:
  - 1. Number of persons who are homeless and have serious mental illness or serious mental illness and substance use disorders served under this grant by all funding sources (Federal, State and local match, and other funding sources);
  - 2. Number of persons served by Federal PATH funds – Outreach;
  - 3. Number of Outreach contacts who enrolled during the year as PATH Clients;

4. Percentage of total enrolled PATH Clients who receive Community Mental Health Services (percentage must be 37 percent or greater);
  5. Percentage of eligible persons contacted who are enrolled (percentage must be 44 percent or greater), and
  6. Cost-Per-Enrolled (CPE). Cost of service to enroll homeless persons with serious mental illness or serious mental illness and substance use disorders in services. The CPE must not to exceed \$1200. (Federal dollars received x 97 percent divided by number of Outreach contacts enrolled = CPE).
- B. At least every 90 calendar days, Grantee shall document in a local system or CMBHS that PATH services were provided to enrolled PATH Clients.
- C. Grantee shall submit to System Agency the following reports as specified:
1. Policy and Procedure Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency the PATH policy and procedure or the agency-specific policy and procedure to verify Grantee has developed and maintains a procedure for the following:
      - i. Reporting the occurrence of any PATH-related events that endanger the health or safety of either the individual served or staff providing services;
      - ii. A quality assurance process for the PATH program and Staff Training.
    - b. Grantee shall submit policy and procedure information upon request by System Agency.
  2. Training Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency documentation of training that covers the areas specified in **Section 2.4 K**.
    - b. Grantee shall submit documentation of training as requested by System Agency.
    - c. Documentation shall include:
      - i. Names of PATH staff responsible for clinical practice and other PATH services training activities;
      - ii. Staff participating in training within the past twelve months; and
      - iii. Name, title, and credentials of the trainer.
  3. Supervision Report
    - a. No later than October 16, 2019, Grantee shall send by email to System Agency documentation that non-licensed PATH staff responsible for clinical practices are supervised by a Licensed Professional of the Health Arts (LPHA) as defined in [25 Texas Administrative Code §412.327](#)
    - b. Grantee shall submit documentation of supervision as requested by System Agency.
    - c. Documentation shall include:

- i. Name of LPHA and license; and
  - ii. Name of non-licensed PATH staff supervised.
4. SAMHSA Annual Report  
According to the submission timeline established by SAMHSA, Grantee shall submit to SAMHSA an annual report which contains the data elements found on the PATH Data Exchange website ([www.pathpdx.org](http://www.pathpdx.org)) for all PATH services delivered from September 1, 2019 through August 31, 2020.
5. State Fiscal Quarter Data Elements Report  
No later than the 20th day following the end of each state fiscal quarter, Grantee shall report to System Agency, via CMBHS, key performance measures described in **Section 2.5**.
6. HMIS Status Update
  - a. No later than the 20th day following the end of state fiscal Quarter 2 and Quarter 4, if not currently using HMIS, Grantee shall send by email to System Agency a HUD HMIS status update to include the following information:
    - i. Planning and development activities conducted;
    - ii. Outcome of budgeting, planning and development activities conducted; and
    - iii. Local resources, staff, continuum of care, or organizations involved in planning and development activities.
  - b. Grantee shall submit additional HMIS status update as requested by System Agency.

## **2.6 REIMBURSEMENT FOR ALLOWABLE USE OF FUNDS**

Reimbursement will only be made for allowable expenses that occur within the term of the grant. HHSC will issue payments for allowable, reasonable and allocable costs on a monthly basis, using a cost reimbursement methodology. Total expenditures (i.e., state and federal share, plus matching funds/in-kind resources used) must be reflected on monthly invoices in order to receive reimbursement. Awarded Grantees will be expected to demonstrate use of matching funds/in-kind resources throughout the grant term.

Funds may be used for personnel, fringe benefits, staff travel, contractual services, equipment, supplies, and other direct/indirect costs, as allowed in the Respondent's HHSC-approved budget.

## **2.7 PROHIBITIONS**

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

- A. Supplanting of local, state, or federal funds;



- B. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- C. Lobbying;
- D. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- E. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
- F. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- G. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- H. Promotional gifts;
- I. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where food, beverages, or other refreshments have a justifiable and reasonable programmatic purpose (e.g., Client meals as part of Outreach services);
- J. Membership dues for individuals;
- K. Any expense or service that is readily available at no cost to the grant project;
- L. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- M. Fundraising;
- N. Statewide projects;
- O. Any other prohibition imposed by federal, state, or local law; and
- P. The acquisition or construction of facilities.

## 2.8 STANDARDS

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

Grantees are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the HHSC Civil Rights Office website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office>.

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

HHSC Civil Rights Office

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

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

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

## 2.9 DATA USE AGREEMENT

In order to receive funds under a contract resulting from this RFA, Respondent agrees to be bound by the terms of the Data Use Agreement (DUA) attached as **Exhibit C** and must complete **Exhibit C-1, Texas HHS System – DUA, Security and Privacy Inquiry**. If Respondent is a Governmental Entity and has negotiated a specific version of the Data Use Agreement with HHSC, then the negotiated version of the Data Use Agreement will be used in the Grant Agreement.

## 2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion. There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

## ARTICLE 3. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	Friday, June 21, 2019
Deadline for Submitting Questions	Monday, July 8, 2019 by 3:00 pm
Answers to Questions Posted	Friday, July 12, 2019
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the date and time reflected.]	Tuesday, July 23, 2019 @ 2:00 p.m.
Anticipated Contract Start Date*	Sunday, September 1, 2019

**Note\*:** PATH Grantees provide services seven (7) days a week, and to avoid a disruption of services, a September 1<sup>st</sup> start date is imperative. Clients who receive such services feel the greatest impact when there is a disruption of services due to a lack of funding from providers who serve the homeless population.

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

### 3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

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

### 3.3 IRREGULARITIES

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

### 3.4 INQUIRIES

#### 3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Point of Contact addressed to the person listed below. All communications between Respondents and other System Agency staff members

concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Mrs. Colette Norman, CTCD, CTCM  
Title: Interim Manager, Complex Team  
Address: 1100 West 49<sup>th</sup> Street, Austin, TX 78756  
Phone: 512-406-2543  
Email: denise.bunton@hhsc.state.tx.us

### **3.4.2 Prohibited Communications**

All communications between Respondents and other System Agency staff members concerning the Solicitation may not be relied upon and Respondents should send all questions or other communications to the Point of Contact listed in **Section 3.4.1** above. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

### **3.4.3 Questions**

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

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

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

### **3.4.4 Clarification Request made by Respondent**

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

### 3.5 RESPONSES

Responses to questions or other written requests for clarification will be posted on the HHSC website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHSC website. It is Respondent's responsibility to check the HHSC website or contact the Point of Contact listed in **Section 3.4.1** above for updated responses.

### 3.6 SOLICITATION RESPONSE COMPOSITION

In developing applications in response to this RFA, Respondents must complete attached **Forms A through F** to address the following:

- A. Respondent information to supply general entity information;
- B. Intended Use Plan to describe proposed services, processes, and methodologies for meeting all measures outlined in **Section 5.1.2**; and
- C. PATH Expenditure Application and Financial Assessment to:
  1. Describe program costs/match;
  2. Determine whether Respondent has the financial viability to operate a PATH program as outlined in **Section 2.3**; and
  3. Negotiate/Approve a rate associated with indirect costs.

All Applications must:

- A. Be clearly legible;
- B. Be sequentially page-numbered and include Respondent's name at the top of each page;
- C. Be organized in the sequence outlined in **Article 9 - Submission Checklist**;
- D. Be set to Arial or Times New Roman font, size 12 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Use blank forms provided in the Attachments (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- F. Correctly identify the RFA number and submittal deadline;
- G. Be responsive to all RFA requirements; and
- H. Be signed by an authorized official in each place a signature is required (copies must be signed but need not bear an original signature).

#### 3.6.1 Submission in Separate Sections

In developing Applications in response to this RFA, Respondents must complete attached Forms A through F, and separate paper documents (i.e., the original and all hard copies) by parts. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive).

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

number of copies and directions for submitting an "Original" and "Copies" are outlined in **Article 9**.

**Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addenda, or revisions to the RFA or General Provisions, sought by the Respondent must be specifically detailed in writing by the Respondent on Exhibit D: Exception Form. HHSC may, at its sole discretion, accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the application nor accept exceptions at a later date.**

**3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

**3.7.1 Deadline**

Solicitation Responses must be received at the address in **Section 3.4.1** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

**3.7.2 Labeling**

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

<u>SOLICITATION NO.:</u>	HHS0002315
<u>SOLICITATION NAME:</u>	Project for Assistance in Transition from Homelessness (PATH)
<u>RESPONSE DEADLINE:</u>	July 23, 2019 at 2:00 p.m.
<u>PURCHASER:</u>	Mrs. Colette Norman, CTCD, CTCM
<u>RESPONDENT'S NAME:</u>	_____

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

**3.7.3 Delivery**

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

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

Health and Human Services Commission  
 Procurement and Contracting Services (PCS)  
 Bid Room  
 Attn: Mrs. Colette Norman, CTCD, CTCM  
 1100 W. 49<sup>th</sup> Street, MC 2020  
 Austin, Texas 78756

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

### **3.7.4 Alterations, Modifications, and Withdrawals**

Prior to the Solicitation submission deadline, a Respondent may:

- (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or
- (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**.

Any communication, whether alteration, modification, or withdrawal should be delivered in the same manner specified above in **Section 3.7.3**.

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## **ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 ELIGIBILITY SCREENING**

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

- A. Application is received by published deadline;
- B. Application is complete and includes required attachments;
- C. Application is signed by Authorized Representative; and
- D. Respondent is eligible per the criteria listed in **Section 2.3 Eligible Respondents**.

The System Agency expressly reserves the right to review and analyze the documentation submitted by the applicant to complete for the contract award.

### **4.2 EVALUATION**

Applications will be evaluated and scored in accordance with the factors required by project criteria listed in this RFA. Respondents will develop their own unique set of targets based on amount of funding provided and must be able to meet a 30% match and other factors deemed relevant by HHSC.

#### **4.2.1 Specific Selection Criteria**

Grant applications shall be evaluated based upon:

- A. Demonstrated need (Project Work Plan/Form B – Intended Use Plan) 60%;
- B. Demonstrated ability (Performance Measures) 20%; and
- C. Cost effectiveness (Expenditure Application) 20%.

### **4.3 NEGOTIATION AND AWARD**

The specific dollar amount awarded to each successful Respondent will depend upon the merit and scope of the Application, the recommendation of the Selection Committee, and the decision of the Executive Commissioner or designee. Not all Respondents who are deemed eligible to receive funds are assured of receiving an award.

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

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



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

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

HHSC will post to the HHSC website and/or may publicly announce a list of Respondents whose Applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Respondent's Application and does not bind HHSC to enter into a contract with any Respondent whose award is posted.

#### **4.4 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY**

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the application process. Questions or requests for clarification are designed to pose clarifying questions, and to resolve conflicting information, apparent ambiguities, or minor clerical errors within the Application.

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## ARTICLE 5. NARRATIVE APPLICATION

### 5.1 NARRATIVE APPLICATION

#### 5.1.1 Project Work Plan- Intended Use Plan

All proposed services, processes, and methodologies for meeting all components described in Article 2, including the approach to meeting the time-line and milestones are identified in **Form B - Intended Use Plan (IUP)**. Each Respondent submits an IUP describing how each of these components will be met.

Utilizing the **Form B** attached to this RFA, Respondents will describe the proposed services, processes, and methodologies for meeting all components described in **Article 2**, including the Respondent's approach to meeting the timeline and associated milestones. Respondent should identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article 2** requirements.

#### 5.1.2 Performance Measures

Utilizing the **Exhibit G** attached to this RFA, each Respondent will choose and describe their proposed performance measures. In the event a contract is awarded, Respondent agrees that performance measures will be used to assess, in part, the Respondent's effectiveness in providing the services described. The table below is a representation of the Performance Measures in **Exhibit G**.

Activity	Sept- Nov	Dec-Feb	Mar- May	Jun-Aug	Annual Total
Projected number of adult persons who are homeless and have a serious mental illness served by Federal and matching PATH funds and other sources.					
Projected number of adult persons served by Federal PATH funds for Outreach.					
Projected number of adult Outreach contacts who became enrolled during the year as PATH Clients.					
Projected number of adult Outreach contacts who do not become enrolled because they have been found to be ineligible.					
Projected number of adult persons receiving any Federal PATH supported services during the year.					
Projected number of adult persons who will be enrolled in Community Mental Health Services.					
Projected number of adult persons with a co-occurring substance use disorder.					

The number of staff persons supported by federal PATH funds and matching funds					
Projected Cost-Per-Enrolled. Projected cost of services to enroll homeless persons with serious mental illness or serious mental illness and substance use disorders in services. <b>Not to exceed \$1200 CPE.</b> (Federal \$ received x 97%, divided by the number of Outreach contacts enrolled = CPE)					

Instructions and examples below: If the program serves the same number of individuals on a consistent basis, break this number down to four equal parts. For example, if 100 individuals are served during the contract year.

Activity -Contacts Not Enrolled	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual Total
Projected number of Outreach contacts NOT enrolled during the year	25	25	25	25	100

If the bulk of services are provided during particular periods of the year, break the projected numbers down. For example, if 100 individuals participate in programs during the contract year.

Activity – Contacts Enrolled	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual Total
Projected number of Outreach contacts NOT enrolled during the year	40	10	10	40	100

## **ARTICLE 6.      REQUIRED RESPONDENT INFORMATION**

### **6.1 LITIGATION AND CONTRACT HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent. Solicitation Responses may be rejected based upon Respondent's prior performance history with the State of Texas, or demonstrated substandard history related to any other elements described in [Texas Government Code § 2156.007](#).

### **6.2 CONFLICTS**

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

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

Additionally, pursuant to [Section 2252.908 of the Texas Government Code](#), a successful Respondent awarded a contract greater than \$1 million dollars must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful Respondents.

### **6.3 GRANT APPLICATION DISCLOSURE**

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Respondent to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Respondent or Community Collaborative member organization within the past two (2) years to provide mental health or housing services.

## **6.4 AFFIRMATIONS AND CERTIFICATIONS**

Respondent must complete and return the following listed forms and exhibits. **Article 9** contains a listing of Exhibits that must be returned. **Article 10** contains the full library of all forms and Exhibits required in this RFA.

- A. Exhibit A – Respondent Affirmations and Solicitation Acceptance, v.1.4
- B. Exhibit D – Exceptions Form
- C. Exhibit E – Assurances – Non Construction
- D. Exhibit F – Fiscal Federal Funding Accountability and Transparency Act Form
- E. Exhibit I – Certification Regarding Lobbying

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## ARTICLE 7. EXPENDITURE APPLICATION

### 7.1 EXPENDITURE APPLICATION AND FINANCIAL ASSESSMENT

Attached **Forms C - E** of this RFA includes the templates for submitting the Expenditure Application and Financial Assessment. Respondents must complete these forms and place them in a separate, sealed package, clearly marked with the Respondent's name, the RFA number, and the RFA submission date.

Respondents must base their Expenditure Application on the Scope of Work described in **Article 2** for the first year of the grant term, September 1, 2019 - August 31, 2020. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Application. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that project costs outlined in the Expenditure Application are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements. Respondent must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project. Costs included in the Expenditure Application must be entered into Expenditure Application tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was determined.

Donated materials, professional services, and volunteer time is to be valued in accordance with [UGMS](#) Section .24, [Subpart C and Title 2, Part 200, §200.306 of the Code of Federal Regulations](#), which includes any amendment/revision to these provisions during the grant term. Costs will be reviewed for compliance with [UGMS](#) and federal grant guidance found in [2 CFR Part 200](#), as modified by [UGMS](#), with preference given to whichever provision imposes the more stringent requirement in the event of a conflict.

### 7.2 INDIRECT COSTS ASSOCIATION WITH THE EXPENDITURE APPLICATION

All Respondents are required to complete and submit **Form F, HHS Indirect Cost Rate Questionnaire** along with the required supporting documentation as referenced in Form F associated with the Respondent's response. This questionnaire will initiate the use and approval of an indirect cost rate for System Agency contracts.

HHS will recognize the following pre-approved Indirect Cost Rates:

- A. Federally Approved Cost Allocation Plan;
- B. Federally Approved Indirect Cost Rate Agreement; or
- C. State of Texas Cognizant Agency Indirect Cost Rate.

If the Respondent does not have one of the options listed above, then Respondent may be eligible for the 10% de minimis or an indirect cost rate. The HHS System Contract

Oversight and Support (COS) will outreach applicable Respondents after contract award to complete the ICR process. Respondents should respond the COS request timely to ensure that the ICR is issued as timely as possible.

**The remainder of this page is left blank intentionally.**

## **ARTICLE 8.        GENERAL TERMS AND CONDITIONS**

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Costs Incurred**

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

#### **8.1.2 Contract Responsibility**

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

#### **8.1.3 Public Information Act**

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

#### **8.1.4 News Releases**

Prior to final award a Respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in **Section 3.4.1**.

#### **8.1.5 Additional Information**

By submitting an Application, Respondent grants HHSC the right to obtain information from any lawful source regarding the Respondent's and its directors', officers', and employees':

- (1) past business history, practices, and conduct;
- (2) ability to supply the goods and services; and
- (3) ability to comply with contract requirements.

By submitting an Application, Respondent generally releases from liability and waives all claims against any party providing HHSC information about Respondent. HHSC may take such information into consideration in evaluating applications.



## **ARTICLE 9. SUBMISSION CHECKLIST**

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

### **Original Solicitation Response Package**

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

- 1. Administrative Information (Form A)**
  - a. Form A: Face Page, Vendor Information \_\_\_\_\_
  - b. Litigation and Contract History (Section 6.1) \_\_\_\_\_
  - c. Conflicts (Section 6.2) \_\_\_\_\_
  - d. Grant Application Disclosure (Section 6.3) \_\_\_\_\_
  
- 2. Narrative Application Forms (Form B)**
  - a. Form B: Intended Use Plan \_\_\_\_\_
  
- 3. Expenditure Application and Financial Assessment (Forms C-F)**
  - a. Form C: Expenditure Application \_\_\_\_\_
  - b. Form D: Financial Capacity and Fiscal Controls \_\_\_\_\_
  - c. Form E: Financial Management and Administration Questionnaire \_\_\_\_\_
  - d. Form F: HHS Indirect Cost Rate Questionnaire \_\_\_\_\_
  
- 4. Applicable Exhibits (Section 6.4)**
  - a. Exhibit A - Respondent Affirmations and Acceptance, v.1.4 \_\_\_\_\_
  - b. Exhibit C - Data Use Agreement and SPI Form \_\_\_\_\_
  - c. Exhibit D - Exceptions Form (if applicable) \_\_\_\_\_
  - d. Exhibit E – Assurances – Non-Construction Programs \_\_\_\_\_
  - e. Exhibit F - Fiscal Federal Accountability and Transparency Act Form \_\_\_\_\_
  - f. Exhibit G - Performance Measures \_\_\_\_\_
  - g. Exhibit I - Certification Regarding Lobbying \_\_\_\_\_
  
- 5. All Addendums Signed, if issued** \_\_\_\_\_

### **Electronic Copy of Solicitation Response Package**











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








USB Drive and separated by folders. All documents listed below may be on the same USB Drive.

- 1 Electronic copy of **Administrative Information (Form A)**
- 1 Electronic copy of **Narrative Application (Form B)**
- 1 Electronic copy of **Expenditure Application, Financial Assessment, and HHS Cost Rate Questionnaire (Forms C-F)**
- 1 Electronic copy of **Applicable Exhibits**

## **ARTICLE 10.    FORMS & EXHIBITS**

The forms and exhibits listed below represent the full document library for this RFA. They are not accessible in this RFA, as they will be made available in a separate ZIP file on the ESBD and the HHS Grants site when the RFA is posted.

<b>FORM A: RESPONDENT INFORMATION</b>	 Form A Respondent Information.docx
<b>FORM B: INTENDED USE PLAN</b>	 Form B Intended Use Plan.docx
<b>FORM C: EXPENDITURE APPLICATION</b>	 Form C-Expenditure Application.xlsx
<b>FORM D: FINANCIAL CAPACITY AND FISCAL CONTROLS DOCUMENTATION</b>	 <b>Form D - Fin Capacity_Fiscal Contrc</b>
<b>FORM E: FINANCIAL MANAGEMENT AND ADMINISTRATION QUESTIONNAIRE</b>	 Form E-Fin Mgmt_Admin Questio
<b>FORM F: HHS INDIRECT COST RATE QUESTIONNAIRE</b>	 <b>Form F - HHS Indirect Cost Rate Questionna</b>
<b>EXHIBIT A: AFFIRMATIONS AND SOLICITATION ACCEPTANCE, VERSION 1.4</b>	 Exhibit A Affirmations and So
<b>EXHIBIT B: HHSC UNIFORM TERMS AND CONDITIONS - GRANT, VERSION 2.16.1</b>	 Exhibit B Uniform Terms and Conditor
<b>EXHIBIT C: DATA USE AGREEMENT, V8.4</b>  <b>EXHIBIT C-1, DATA USE AGREEMENT -ATTACHMENT 2, SECURITY AND PRIVACY INQUIRY (SPI)</b>	 <b>Exhibit C - Data Use Agreement - v8.4.pdf</b>   <b>Exhibit C-1 Tx HHS System DUA - Attach ;</b>

<b>EXHIBIT D: EXCEPTIONS FORM</b>	 Exhibit D-Exceptions Form.docx
<b>EXHIBIT E: ASSURANCES - NON-CONSTRUCTION PROGRAMS, V1.1</b>	 Exhibit E_Assurances-Non-Co
<b>EXHIBIT F: FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM (FFATA FORM)</b>	 Exhibit F_FFATA Form.pdf
<b>EXHIBIT G: PERFORMANCE MEASURES</b>	 Exhibit G-Performance Meast
<b>EXHIBIT H: HHSC SPECIAL CONDITIONS, VERSION 1.1</b>	 Exhibit H_HHSC Special Conditions.pd
<b>EXHIBIT I: CERTIFICATION REGARDING LOBBYING</b>	 Exhibit I-Certification Regarding Lobbying.f
<b>EXHIBIT J: EVALUATION TOOL</b>	 Exhibit J_PATH Eval Tool.pdf

**Texas Health and Human Services Commission  
Request for Applications (RFA) No. HHS0002315  
Project for Assistance in Transition from Homelessness (PATH)**

**Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to certifications, representations, or warranties, refer to Respondent.

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent'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 Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities

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all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
9. Respondent acknowledges all addenda and amendments to the Solicitation.
10. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
  - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
  - Texas Vegetation Native to the Region
  - USA-produced supplies, materials or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy efficient products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or blighted areas
  - Vendors that meet or exceed air quality standards
  - Recycled or reused computer equipment of other manufacturers
  - Foods of higher nutritional value
  - Commercial production company or advertising agency located in Texas

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- 12. Respondent 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 Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
- 13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 14. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 15. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

- 16. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549

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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 Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.

17. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
18. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
20. Respondent 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.
21. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
23. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
24. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - providing equivalent access for effective use by both visual and non-visual means;
  - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and



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- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

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

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

26. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
27. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
28. Should Respondent be awarded a contract resulting from this solicitation, Respondent represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of the contract, none of its employees including, but not limited to those will provide services under the contract, were employees of an HHS Agency.
29. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
30. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
31. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency

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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. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

32. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
33. Respondent 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 Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
34. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Solicitation Response.

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- 35. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
  - (a) all persons employed by Respondent to perform duties within Texas; and
  - (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
- 36. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
- 37. Respondent 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 any contract resulting from this Solicitation.
- 38. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
- 39. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

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

**Legal Name of Respondent:** \_\_\_\_\_

  
 \_\_\_\_\_  
**Signature of Authorized Representative**

7/15/2019  
 \_\_\_\_\_  
**Date Signed**

Holly Borel, CEO  
 \_\_\_\_\_  
**Printed Name and Title of Authorized Representative**

409-784-5554  
 \_\_\_\_\_  
**Phone Number**

74-1684198  
 \_\_\_\_\_  
**Federal Employer Identification Number**

\_\_\_\_\_  
**Fax Number**

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087734489

**DUNS Number**

655 S. 8th Street

**Physical Street Address**

PO Box 3846

**Mailing Address, if different**

Holly.borel@stctr.org

**Email Address**

Beaumont, TX 77701

**City, State, Zip Code**

Beaumont, TX 77701

**City, State, Zip Code**