

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS00033700001
UNDER THE
MENTAL HEALTH COORDINATED SPECIALTY CARE GRANT PROGRAM**

THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION (“System Agency”), and PECAN VALLEY MHMR REGION (“Local Government” and “Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract to provide funding for Mental Health Coordinated Specialty Care (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Local Government

Health and Human Services
Commission

Pecan Valley MHMR Region

Mental Health Contracts Management
Unit, MC 2058
P.O. Box 149347
Austin, TX 78714-9347

2101 W. Pearl Street
Granbury, TX 76048

Attention: Amy Pedersen
amy.pedersen@hhsc.state.tx.us
Agency Number: 35295295295

Attention: Coke Beatty
cbeatty@pecanvalley.org
Agency Number: 17515321002

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **ATTACHMENT A - STATEMENT OF WORK.**

III. CONTRACT PERIOD AND RENEWAL

This Contract is effective the first date on which it has been signed by both Parties, and authorizes payment for pre-award services/costs back to November 1, 2018. This Contract terminates on August 31, 2019, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

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

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract, including all Work Orders issued under it, shall not exceed **TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000.00)**, as provided for in **ATTACHMENT B - BUDGET**.

VI. LEGAL NOTICES

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

System Agency

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

Local Government

Pecan Valley MHMR Region
2101 W. Pearl Street
Granbury, TX 76048
Attention: Coke Beatty
cbeatty@pecanvalley.org

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

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

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

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

VIII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): SM010051-18

Issue Date: 03/14/2018

Award Period: 10/01/2017 – 09/30/2019

Name of Federal Awarding Agency: Department of Health and Human Services Substance Abuse and Mental Health Services Administration

CFDA Name and Number: 93.958- Block Grants for Community Mental Health Services

Awarding Official Contact Information: Odessa Crocker

Grants Management Officer

Division of Grants Management

DUNS: 037890373

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000337000001**

**TEXAS HEALTH AND HUMAN SERVICES
COMMISSION**

PECAN VALLEY MHMR REGION

DocuSigned by:
Sonye Lane
By _____
CD39FD232D2A415...

DocuSigned by:
Coke Beatty
By _____
2E5A800ACEAD435...

Date of execution: February 5, 2019

Date of execution: February 5, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000337000001
ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT A-1 COORDINATED SPECIALTY CARE IMPLEMENTATION MANUAL**
- ATTACHMENT A-2 CLINICAL ELIGIBILITY EARLY ONSET PROGRAM**
- ATTACHMENT A-3 INTENTIONALLY LEFT BLANK**
- ATTACHMENT A-4 COORDINATED SPECIALTY CARE OUTREACH AND RECRUITMENT MANUAL**
- ATTACHMENT A-5 INTENTIONALLY LEFT BLANK**
- ATTACHMENT A-6 INTENTIONALLY LEFT BLANK**
- ATTACHMENT A-7 ACUTE CARE MEDICAL HISTORY FORM**
- ATTACHMENT A-8 EARLY ONSET REPORTING FORM**
- ATTACHMENT A-9 EARLY ONSET DATA DEFINITIONS**
- ATTACHMENT A-10 SECURITY ADMINISTRATOR ATTESTATION AND AUTHORIZED USERS LIST**
- ATTACHMENT A-11 HOUSING SUPPORTS CHECKLIST**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - GENERAL AFFIRMATIONS**
- ATTACHMENT E - SPECIAL CONDITIONS**
- ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G - DATA USE AGREEMENT**
- ATTACHMENT H - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. GOALS

Grantee shall:

1. Implement a Coordinated Specialty Care (CSC) program for early psychosis identification and service provision in accordance with the Coordinated Specialty Care Implementation Manual, Attachment A-1.
2. Fulfill the roles as identified in Attachment A-1 by establishing a dedicated First Episode Psychosis (FEP) team. In addition to the roles identified in Attachment A-1, Grantee shall provide a peer provider in accordance with the standards defined in Texas Administrative Code, Title 25, Part 1, Chapter 416, Subchapter A, Mental Health Rehabilitative Services;
3. Adhere to fidelity standards as set forth in Attachment A-1 in provision of these services or as otherwise specified by System Agency.
4. Provide an average of 5 hours of services per individual per month for the first 12 months the individual is enrolled in the program. The clock starts at the time the individual is enrolled in the program and applies to the first 12 months the individual is receiving services even if the 12 months is not contiguous.
5. Create an implementation plan with respect to this contract that includes the aforementioned items in this subsection, as well as the following:
 - a. Dedicated team member names, positions, credentials and percentage of Full Time Equivalent(FTE) if not full time;
 - b. How staff vacancies will be addressed during the course of this project;
 - c. Implementation timeline specifying benchmarks for the following:
 - i. Date the dedicated team will be in place and trained to provide the services; and
 - ii. When services will begin for the CSC enrolled individuals.
 - d. Timeline for internal fidelity reviews;
 - e. Training as outlined in Section II, D; and
 - f. Written plan of action to include:
 - i. a minimum of 3 strategies that will be implemented to provide service delivery; and
 - ii. barriers that may prevent the Grantee from meeting the target and strategies that will be used to address these barriers; and
 - iii. Strategies for providing community outreach and engagement.
6. Grantee shall notify System Agency of any staffing changes.

B. TARGET POPULATION

Grantee shall provide CSC services for individuals ranging in age from 15-30 that meet the diagnostic criteria. Individual must meet the specified age requirements, as outlined in this subsection of the Contract to be enrolled in this program. Grantee shall serve individuals who are in the early stages of a primary psychotic disorder listed in Clinical Eligibility Early Onset Program, Attachment A-2.

C. STAFFING

ATTACHMENT A STATEMENT OF WORK

Grantee shall fulfill the following minimum requirements:

1. The Grantee shall only staff this project with personnel essential to the execution of the set forth curriculum. Staff roles per team would be those identified in Attachment A-1 including the following; Team Lead who is a Licensed Professional of the Healing Arts (LPHA), Individual Supported Employment/Supported Education Specialist (SEE), Skills Trainer, and Psychiatrist, Psychiatric Advanced Practice Nurse, or Physician Assistant. In addition, Grantee shall employ a Certified Peer Specialist for adults age 18-30 and Certified Family Partner services shall be available for enrolled individuals. Depending on caseload, some of these roles may be combined when appropriate.
2. Grantee shall employ at least 1 Full Time position dedicated solely to the CSC program. This position should fill at least the Team Lead role.
3. In the event team personnel exit their position, Grantee shall ensure that their duties are executed fully by available qualified staff until vacancy is filled. Grantee shall make every attempt to fill the vacancy within 30 days. The Grantee shall not alter this project due to staff vacancies.

D. TRAINING & EVIDENCE-BASED CURRICULUM

Grantee shall comply with training standards of the CSC program. In addition, Grantee shall utilize evidence-based practices in the provision of services to persons meeting criteria for the CSC program as specified below.

1. Grantee shall contract with an experienced organization to provide CSC training to all team members. Training subcontractor shall have a minimum of 3 years' experience training in the CSC program. Training subcontractor shall provide documentation to Grantee that authenticates experience in providing CSC training.
2. Grantee shall ensure that all CSC team members attend training and technical assistance provided by the training subcontractor. The training elements in item a. below shall be included in the training subcontract and are required prior to providing services in the FEP program:
 - a. An initial two-day interactive training seminar that provides training in the following areas and shall be recorded for future use by Grantee:
 - i. Introduction to Coordinated Specialty Care;
 - ii. Shared Decision Making;
 - iii. Psychopharmacology of FEP;
 - iv. Working with Families in FEP;
 - v. Supported Employment and Education in FEP;
 - vi. The Primary Clinician Role: Psychotherapy, Support and Case Management;
 - and
 - vii. Skills Building and Substance Abuse Treatment
 - b. Technical assistance for planning and implementation of the CSC program between Grantee and training subcontractor for 2 hours a month for the duration of the training subcontractor's contract.
 - c. Training subcontractor shall provide Subject Matter Experts for clinical technical assistance to the CSC team which includes:

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- i. a Psychiatrist, Psychiatric Advanced Practice Nurse, Physician Assistant and other clinical staff as it relates to the operation practices of an entire CSC team(s) for no less than 9 hours.
 - ii. an Individual Placement and Support Trainer for specific roles within a CSC team for no less than 9 hours.
 - iii. a Primary Clinician (PC) Trainer for specific roles within a CSC team for no less than 6 hours.
 - iv. a Psychiatrist, Psychiatric Advanced Practice Nurse, Physician Assistant for description of specific roles within a CSC team for no less than 6 hours.
 - d. Training subcontractor shall provide, for the duration of this Contract, access and technical support to an online learning system, should one be available, as part of the training subcontract for all team members. This would include any CSC learning modules that focus on integrated services for CSC teams. If online modules are available, access shall include all team members for the duration of the Contract.
 - e. Ongoing consultation and technical assistance are essential to establishing fidelity to a new evidence-based practice. Items b., c., and d. may be completed on an as-needed basis. However, it is highly recommended they be included in the training subcontract so they will be available to the Grantee.
 3. Grantee shall ensure that the CSC team is trained in the provision of the following evidence-based practices in accordance with Texas Resilience and Recovery standards:
 - a. Individual Placement & Supports Supported Employment;
 - b. Supported Education;
 - c. Illness Management & Recovery;
 - d. Cognitive Behavioral Therapy;
 - e. Trauma Focused Cognitive Behavioral Therapy;
 - f. Preparing Adolescents for Young Adulthood;
 - g. Family Psycho-education; and
 - h. Other Substance Abuse Mental Health Services Administration (SAMHSA) evidence-based practices deemed appropriate by HHSC for the CSC program.
 4. Grantee shall maintain records of the CSC teams' training in any Evidence-Based Practices and CSC training.
- E. RECRUITING, ADMITTING AND OUTREACH
1. Within 90 days of Contract execution, Grantee shall achieve and maintain a caseload of no more than 30 enrolled individuals per CSC team.
 2. Grantee shall serve a minimum of 20 individuals per team.
 3. Grantee shall complete the Adults Uniform Assessment or Child Uniform Assessment at intake within 7 calendar days of referral.
 4. Grantee shall complete update assessments as indicated in the Utilization Management Guidelines found at the following web address: [http://www.dshs.texas.gov/TRR/Utilization-Management-\(UM\)-Guidelines-and-Manual.aspx](http://www.dshs.texas.gov/TRR/Utilization-Management-(UM)-Guidelines-and-Manual.aspx) which is incorporated by reference. Enrolled individuals shall receive assessments in accordance with standards as set forth in the Texas Administrative

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Code, Title 25, Part 1, Chap. 416, Subchapter A, Mental Health Rehabilitative Services.

5. Grantee shall complete additional assessments and fidelity reviews as designated by System Agency.
6. Grantee shall maintain and make available to System Agency a recruitment plan utilizing Coordinated Specialty Care Outreach and Recruitment Manual, Attachment A-4, which shall include:
 - a. Written Policies and Procedures that will ensure that the caseload is maintained at a minimum of 20 and maximum of 30 per team for the duration of the Contract and outline the admission criteria;
 - b. Outreach activities that include community education on early psychosis events, networking with hospitals and coordination with other satellite facilities to identify candidates for this CSC program.
7. Grantee shall serve individuals in the community as defined by the appropriate Child and Adolescent Utilization Management Guidelines or Adult Utilization Management Guidelines found at the following web address:
[http://www.dshs.texas.gov/TRR/Utilization-Management-\(UM\)-Guidelines-and-Manual.aspx](http://www.dshs.texas.gov/TRR/Utilization-Management-(UM)-Guidelines-and-Manual.aspx) which is incorporated by reference.
8. Grantee shall develop rapport and provide education about medication options and best practices for medication treatment for FEP so that enrolled individuals are willing to try antipsychotic medications.
9. Grantee's psychiatrist, psychiatric advanced practice nurse, or physician assistant and the enrolled individual shall review medication effectiveness and side effects at least quarterly and as clinically indicated. Grantee shall record symptoms and side effects in a manner that facilitates monitoring changes over time.
10. Grantee shall transition the enrolled individual from the CSC Program to the most appropriate level of care if the enrolled individual becomes ineligible for this program after admission.
11. Grantee shall maintain the following information regarding enrolled individuals' primary care medical history and make available to System Agency upon request.
 - a. Individual's Name;
 - b. CSC Program Admission Date;
 - c. Primary Care Referral/Linkage Date;
 - d. First Appointment with Primary Care Physician Date; and
 - e. Subsequent Primary Care and Specialty Care Appointment Dates. An example of this form is Acute Care Medical History Form, Attachment A-7.

F. DATA SUBMISSION & REPORTING

1. Grantee shall report service delivery using procedure codes data in the current version of Mental Health Service Array (Info_Mental_Health_Service_Array_Combined), which can be found in the Mental Retardation and Behavioral Health Outpatient Warehouse (MBOW) www2.mhmr.state.tx.us/applications/datawarehouse which is incorporated by reference, in the CA General Warehouse Information, Specifications subfolder. Grantee shall submit data via Clinical Management for Behavioral Health Services (CMBHS) <https://cmbhs.dshs.state.tx.us/cmbhs/WebPages/Contract.aspx> which is incorporated by reference, or submit batch data if applicable, in accordance

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with the Child and Adolescent Utilization Management Guidelines and the Adult Utilization Management Guidelines found at:

[http://www.dshs.texas.gov/TRR/Utilization-Management-\(UM\)-Guidelines-and-Manual.aspx](http://www.dshs.texas.gov/TRR/Utilization-Management-(UM)-Guidelines-and-Manual.aspx) which is incorporated by reference.

2. Grantee shall submit performance measures quarterly using Early Onset Reporting Form, Attachment A-8 on the following dates of each fiscal year:
 - a. September 15;
 - b. December 15;
 - c. March 15; and
 - d. June 15.
3. System Agency will gather outcome and target data from MBOW on a quarterly basis and cross reference it with Grantee's quarterly data submission. Questionable data or data discrepancies will be resolved using the data shown in MBOW, as MBOW will be the official source.
4. Grantee shall use Early Onset Data Definitions, Attachment A-9, as guidance for data reporting in Attachment A-8.

G. SERVICE PROVISION

1. All enrolled individuals interested shall have access to Individual Placement and Support Services (IPS) regardless of readiness factors, substance abuse, symptoms, history of violent behavior, cognition impairments, treatment non-adherence, and personal presentation.
2. IPS specialists help enrolled individuals pursue permanent competitive jobs and academic opportunities in mainstream, integrated educational settings. Acceptable jobs include seasonal jobs and temporary jobs that are part of the community's regular labor market.
3. There shall be an active 24/7 crisis response system available for individuals enrolled in the CSC program. It is recommended, although not required, that individuals enrolled in the program have cell phone access to team members on an ongoing basis.
4. All enrolled individuals shall be assessed by Grantee for suicide risk and safety plans will be formulated and implemented for those determined to be at risk. Grantee shall be consistent in its use of risk assessment tools. Safety plans shall be available to HHSC upon request.
5. Team shall discuss with each enrolled individual their preferences for family involvement, as part of the intake and assessment process, to incorporate as part of the recovery plan. Team will reassess these preferences periodically.
6. Individual length of stay in CSC program for any enrolled individual shall not exceed 36 months.
7. Grantee shall request and receive approval from System Agency via the Housing Supports Checklist, Attachment A-11, before spending contract funds to assist enrolled individuals with their housing and rent expenses.

H. 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

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- with System Agency funds, the equipment shall be inventoried, maintained in working order, and secured.
2. Grantee 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 their sole discretion, and Grantee shall not incur any liability for failure to meet any Contract requirement resulting from such limited or denied access.
 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;
 - b. Change/reset user local passwords as necessary;
 - c. Administer security additions/changes and deletions for CMBHS;
 - d. Install, maintain, monitor, and support Grantee Local Access Networks (LANs) and Wide Area Networks (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 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:
 - a. Grantee shall complete Security Administrator Attestation & Authorized Users List, Attachment A-10 confirming the Grantee has reviewed the names of agency employees who have access to System Agency database systems that may be used in conducting business with the System Agency, and Grantee has removed access

ATTACHMENT A STATEMENT OF WORK

to users who are no longer authorized to access secure data. Grantee shall also use Attachment A-10 to provide to System Agency the name, phone number, and email address of the two administrators no later than 30 days following the execution of this Contract and every 6 months during the Contract term. Information should be submitted electronically to the mhcontracts@dshs.state.tx.us email address, as well as to the assigned DSHS Contract Manager.

- b. Grantee shall use Attachment A-10 to notify DSHS within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

II. PERFORMANCE MEASURES

- A. Grantee shall submit an implementation plan as specified in Section I.A, within 30 days of Contract execution.
- B. Grantee shall submit a FEP Staff Roster to include name, credentials, position, team role(s), phone number and email address within 30 days of Contract execution and within 15 days of any changes in staffing.
- C. Grantee shall maintain a caseload of a minimum of 20 and a maximum of 30 enrolled individuals per FEP team.
- D. Grantee shall maintain a recruitment plan as specified in Section II, E and submit within 5 calendar days upon receipt of DSHS' request.
- E. Grantee shall submit documentation of training subcontractor's experience and a copy of the executed subcontract with the training subcontractor within 30 days of execution of this contract.
The performance measures listed below (F-P) are included in the required quarterly reporting form, Attachment A-8.
- F. Grantee's records shall document an average of 5 hours of services per enrolled individual per month for the first 12 months the individual is enrolled in the program.
- G. Grantee's records shall document a minimum of bi-weekly IPS supervision meetings conducted by the Team Lead to review individual situations, identify new strategies, and assist individuals in their work lives. Records shall document at least 2 such meetings per month.
- H. Grantee's records shall document the Team Lead reviews current enrolled individual outcomes with IPS specialist. Team Lead and IPS specialist set goals to improve program performance at least quarterly, with a monthly review. Team maintains a list of performance goals and associated performance over time. Records shall document at least 2 such meetings per month.
- I. Grantee's records shall document the provision of the follow-along supports by the IPS specialist as outlined by the IPS manual for Supported Employment. At least 40% of the enrolled individuals shall receive at least one visit between the time of job/academic start and end dates.
- J. Grantee's records shall document that the focus of the IPS specialists exclusively focused on supported employment and supported education. Documentation indicates that no more than 10% of the IPS specialist's time is devoted to case management and crisis services, administrative duties, or other duties not directly related to employment or

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- education.
- K. Grantee shall ensure antipsychotic medication is prescribed for at least 60% of individuals enrolled at any given time.
 - L. Grantee shall ensure at least 75% of enrolled individuals have had at least one trial of an antipsychotic medication prescribed within the recommended dosage range for at least 4 weeks.
 - M. Grantee shall document that, in any given quarter, at least 50% of enrolled individuals have had one or more family members meet with a member of the CSC team at least once.
 - N. Grantee shall report enrolled individual's average length of stay with the CSC team. Mean length of stay for discharged individuals shall not exceed 30 months.
 - O. Grantee shall have at least 90% of the enrolled individuals participate in planning for discharge with the CSC team. Discharge planning begins at 90 days prior to discharge date.
 - P. Grantee shall ensure that at least 90% of discharged individuals attend their first appointment with a mental health and/or medical provider within 30 days of discharge.
 - Q. All reports, documentation, and other information required of Grantee shall be submitted electronically to mhcontracts@dshs.state.tx.us, as well as to the assigned DSHS Contract Manager. If DSHS 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

Health and Human Services Commission
Mental Health Contracts Management Unit (Mail Code 2058)
P. O. Box 149347
Austin, TX 78714-9347

Overnight Mail

Health and Human Services Commission
Mental Health Contracts Management Unit (Mail Code 2058)
909 West 45th Street, Bldg. 552
Austin, TX 78751
Fax: (512) 467-5476

III. INVOICE AND PAYMENT

- A. Grantee shall establish and maintain an independent cost center that is accessible and identifies the source and application of funds provided under this Contract and original source documentation substantiating that costs are specifically and solely allocable to this Contract and are traceable from the transaction to the general ledger.
- B. Grantee shall request monthly payments using the State of Texas Purchase Voucher Form 4116, which is incorporated by reference and can be downloaded at:
<https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase->

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[voucher](#).

- C. Grantee shall submit the State of Texas Purchase Voucher Form 4116 and supporting documentation for reimbursement. Documentation shall include:
1. Name, address, and telephone number of Grantee;
 2. System Agency Contract Number and/or Purchase Order Number;
 3. Identification of service(s) provided;
 4. Dates services/deliverables were delivered;
 5. Name of the person performing the activities;
 6. Total invoice amount; and
 7. Supporting Documentation: A copy of Grantee's General Ledger proving expenditure of funds by cost category or any other documentation which is required by this Contract or as requested by System Agency.
- D. Grantee shall Electronically submit all invoices with supporting documentation to the Claims Processing Unit at HHSC_AP@hhsc.state.tx.us, with a copy to MHContracts@hhsc.state.tx.us and the assigned System Agency Contract Manager.
- E. HHSC will pay Grantee for charges determined in accordance with the terms and conditions of this Contract. Funding for subsequent fiscal years will be added on or before September 1st of each year and is contingent on the availability of state funds from HHSC. State fiscal years are defined as September 1st through August 31st.

At the conclusion of each state fiscal year, August 31st, Grantee shall submit invoices for reimbursement of expenditures no later than October 15th for goods received and services rendered. Invoices received after October 15th, for the prior state fiscal year services may not be paid.

Grantee shall expend 50% of the contracted amount no later than March 1st of each fiscal year. If 50% of the contracted amount is not spent by March 1st of the current fiscal year, Grantee shall immediately direct the unspent funds towards one of the following First Episode of Psychosis activities:

1. Community outreach and education
2. Additional CSC training
3. Other CSC activities as authorized by HHSC

Grantee shall include a report detailing the use of funds for this purpose with their monthly invoice.

The estimated state fiscal year funding amount may either be ratified or amended at the sole discretion of the System Agency, based on changes in appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruption of current funding for this Contract.

ATTACHMENT A STATEMENT OF WORK

HHSC at its sole discretion, may adjust the funding amount of Contract based on performance measures, outcome measures, waitlist, and/or other criteria determined by HHSC. Contingent on availability of funds allocated for the adjustments, HHSC may implement an alternative reimbursement methodology using the rates set forth herein (or using the rates that exist at the time a contract is executed). The Parties may be required to execute a written amendment under this section.

Funding for subsequent state fiscal years will be added on or before September 1st of each year and will be contingent on the availability of state funds from HHSC. State fiscal years are defined as September 1st through August 31st.

Grantee shall electronically submit quarterly Financial Status Reports using the Form 269a which is incorporated by reference and can be downloaded at <http://www.dshs.state.tx.us/grants/forms.shtm>, to the Claims Processing Unit at HHSC_AP@hhsc.state.tx.us with a copy to mhcontracts@hhsc.state.tx.us and the assigned contract manager no later than the following dates of each fiscal year: October 31st, December 31st, March 31st, and June 30th.

| Service Period: | Due Date |
|-------------------------------|-----------------|
| September 1st – November 30th | December 31st |
| December 1st – February 28th | March 31st |
| March 1st – May 31st | June 30th |
| June 1st – August 31st | October 31st |

Attachment A-1

Coordinated Specialty Care for First Episode Psychosis



Manual II: Implementation



RAISE
Recovery After an Initial
Schizophrenia Episode
A Research Project of the NIMH

Attachment A-4

Coordinated Specialty Care for First Episode Psychosis



Manual I: Outreach and Recruitment



National Institute
of Mental Health

RAISE

Recovery After an Initial
Schizophrenia Episode
A Research Project of the NIMH

ATTACHMENT B – BUDGET

Form P BUDGET SUMMARY

Legal Name of Respondent: Pecan Valley Centers for Behavioral and Developmental Healthcare

| | A | B | C | D | E | F | G |
|--|--------------|----------------------|----------------------|---|--|--|---------------|
| Budget Categories | Total Budget | DSHS Requested Funds | Direct Federal Funds | Other State Agency Funds Check if Cash Match <input type="checkbox"/> | Other Funds Check if Cash Match <input type="checkbox"/> | Local Funding Sources Check if Cash Match <input type="checkbox"/> | In-Kind Match |
| A. Personnel | \$150,582 | \$134,115 | | | | | \$0 |
| B. Fringe Benefits | \$46,816 | \$41,696 | | | | | \$0 |
| C. Travel | \$22,360 | \$22,360 | | | | | \$0 |
| D. Equipment | \$0 | | | | | | \$0 |
| E. Supplies | \$5,750 | \$5,750 | | | | | \$0 |
| F. Contractual | \$10,000 | | | | | | \$0 |
| G. Other | \$9,947 | \$41,534 | | | | | \$0 |
| H. Total Direct Costs | \$245,455 | \$245,455 | \$0 | \$0 | \$0 | \$0 | \$0 |
| I. Indirect Costs | \$24,545 | \$24,545 | | | | | \$0 |
| J. Total (Sum of H and I) | \$270,000 | \$270,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| K. Program Income - Projected Earnings | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

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

| | Budget Category | Distribution Total | Budget Total | | Budget Category | Distribution Total | Budget Total |
|--------------------------|-----------------|--------------------|--------------|--|-----------------|--------------------|--------------|
| Check Totals For: | Personnel | \$134,115 | \$150,582 | | Fringe Benefits | \$41,696 | \$46,816 |
| | Travel | \$22,360 | \$22,360 | | Equipment | \$0 | \$0 |
| | Supplies | \$5,750 | \$5,750 | | Contractual | \$0 | \$10,000 |
| | Other | \$41,534 | \$9,947 | | Indirect Costs | \$24,545 | \$24,545 |
| | | | | | | | |

| | | | | | |
|-------------------|----------------------------|------------------|--|---------------------|------------------|
| TOTAL FOR: | Distribution Totals | \$270,000 | | Budget Total | \$270,000 |
|-------------------|----------------------------|------------------|--|---------------------|------------------|

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

FY2017

Form P

1

ATTACHMENT C

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



TEXAS

Health and Human Services

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State of Texas 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.

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

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

1.02 Interpretive Provisions

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

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

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

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

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

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

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

2.02 Final Billing Submission

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

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

2.03 Financial Status Reports (FSRs)

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

2.04 Debt to State and Corporate Status

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

2.05 Application of Payment Due

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

2.06 Use of Funds

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

2.07 Use for Match Prohibited

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

2.08 Program Income

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

2.09 Nonsupplanting

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

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

3.02 No debt Against the State

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

3.03 Debt to State

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

3.04 Recapture of Funds

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

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

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

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

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

4.02 Independent Single or Program-Specific Audit

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

4.03 Submission of Audit

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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

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

5.02 Federal Assurances

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

5.03 Federal Certifications

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

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ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

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

6.02 Intellectual Property

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

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

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

7.02 Access to records, books, and documents

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

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

7.03 Response/compliance with audit or inspection findings

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

7.04 SAO Audit

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

7.05 Confidentiality

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

7.06 Public Information Act

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

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

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

- a. Suspending all or part of the Contract;

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

8.02 Termination for Convenience

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

8.03 Termination for Cause

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

a. Material Breach

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

b. Failure to Maintain Financial Viability

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

8.04 Equitable Settlement

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

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

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

9.02 Insurance

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

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

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

9.03 Legal Obligations

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

9.04 Permitting and Licensure

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

9.05 Indemnity

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

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

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

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

9.06 Assignments

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

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

9.07 Relationship of the Parties

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

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

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

9.08 Technical Guidance Letters

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

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

9.09 Governing Law and Venue

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

9.10 Severability

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

9.11 Survivability

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

9.12 Force Majeure

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

9.13 No Waiver of Provisions

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

9.14 Publicity

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

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

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

9.15 Prohibition on Non-compete Restrictions

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

9.16 No Waiver of Sovereign Immunity

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

9.17 Entire Contract and Modification

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

9.18 Counterparts

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

9.19 Proper Authority

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

9.20 Employment Verification

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

9.21 Civil Rights

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

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

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

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

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

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

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GENERAL AFFIRMATIONS

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

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

Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code § 15.01, et seq.

19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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TEXAS
Health and Human Services

Health and Human Services Commission

Special Conditions

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HHSC SPECIAL CONDITIONS

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The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions -Grant- Version 2.15

Article I. Special Definitions

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

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

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

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 3.02 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.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

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"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

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

Article II. Grantees Personnel and Subcontractors

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. Amendments and Modifications

3.01 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. Grantee will not be entitled to

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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.

3.02 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 3.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Article IV. Payment

4.01 Enhanced Payment Procedures

HHSC will be relieved of its obligation to make any payments to Grantee 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 Grantee, 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 Grantee invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Grantee 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 Grantee.

Article V. Confidentiality

5.01 Consultant Disclosure

Grantee 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.

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5.02 Confidential System Information

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

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

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

TO THE EXTENT ALLOWED BY LAW, IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article VI. Disputes and Remedies

6.01 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.

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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.

6.02 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 Grantee's timely and responsive performance of the Work as well as the creation of a flexible and responsive relationship between the Parties. Grantee 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 Grantee's prior substandard performance, relieve Grantee 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 Grantee 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 Grantee to file a written response as part of the operational remedy approach.

6.03 Equitable Remedies

Grantee acknowledges that if, Grantee 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 Grantee breached, attempted, or threatened to breach any such obligations, Grantee will not oppose the

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entry of an order compelling performance by Grantee 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.

6.04 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 Grantee of the Work or any duty or obligation with respect to the Contract.

Article VII. Miscellaneous Provisions

7.01 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

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

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

7.02 Flow Down Provisions

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

ATTACHMENT E

Article VIII. DSHS Legacy Provisions

8.01 Notice of Criminal Activity and Disciplinary Actions

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

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

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

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

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

8.03 Telemedicine /Telepsychiatry Medical Services

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

- (a) Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- (b) Contraindication considerations for telemedicine use;
- (c) Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- (d) Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- (e) Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- (f) Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;

ATTACHMENT E

- (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.

8.04 Services and Information for Persons with Limited English Proficiency

- (a) Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- (b) Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- (c) Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

8.05 Third Party Payors

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

As applicable, the Grantee shall:

- (a) Enroll as a 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

ATTACHMENT E

- (f) Provide third party billing functions at no cost to the client.

8.06 HIV/AIDS Model Workplace Guidelines

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

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

8.07 Medical Records Retention

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

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

8.09 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.

ATTACHMENT E

- (b) Contractor shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.
- (c) Contractor shall use the System Agency's Child Abuse Reporting Form located at <http://www.dshs.texas.gov/childabusereporting/> as required by the System Agency. Contractor shall retain reporting documentation on site and make it available for inspection by the System Agency.

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ATTACHMENT F

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.

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| * APPLICANT'S ORGANIZATION | |
| Pecan Valley MHRM Region | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Prefix: <input type="text"/> | * First Name: coke Middle Name: <input type="text"/> |
| * Last Name: Beatty | Suffix: <input type="text"/> |
| * Title: Executive Director | |
| * SIGNATURE:  | * DATE: February 5, 2019 |

[View Burden Statement](#)OMB Number: 4040-0007
Expiration Date: 01/31/2019**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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

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

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

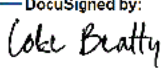
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give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

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 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.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  ...2E5A800ACEAD435...ATION | TITLE Executive Director |
| Pecan Valley MHMR Region | DATE SUBMITTED February 5, 2019 |

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