

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000077600049  
UNDER THE SUBSTANCE USE DISORDER PREVENTION  
PREVENTION RESOURCE CENTERS PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency"), a pass-through entity, and **Aliviane, Inc.** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract, to provide Prevention Resource Centers Program (PRC) services, the "Contract".

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapters 531.

**III. DURATION**

The Contract is effective on September 1, 2019 and terminates on August 31, 2024, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

**IV. BUDGET**

The total amount of this Contract will not exceed \$1,250,000.00. The funding by State Fiscal Year is as follows:

1. Fiscal Year 2020, September 1, 2019 through August 31, 2020: \$250,000.00
2. Fiscal Year 2021, September 1, 2020 through August 31, 2021: \$250,000.00
3. Fiscal Year 2022, September 1, 2021 through August 31, 2022: \$250,000.00
4. Fiscal Year 2023, September 1, 2022 through August 31, 2023: \$250,000.00
5. Fiscal Year 2024, September 1, 2023 through August 31, 2024. \$250,000.00

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

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

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

## V. REPORTING REQUIREMENTS

Grantee shall submit all documents identified below, in accordance with ATTACHMENT A, STATEMENT OF WORK:

1. Program Staffing form;
2. Copies of current Certified Prevention Specialist (CPS), Advanced Certified Prevention Specialist (ACPS), or Associate Prevention Specialist (APS);
3. Clinical Management for Behavioral Health Services (CMBHS) Security Attestation Form and a list of authorized users;
4. PRC Implementation Plan;
5. Mid-Year Report;
6. Regional Needs Assessment (RNA);
7. Final Report;
8. Performance Measures;
9. Quarterly Financial Status Report (FSR); and
10. Closeout documents.

## VI. CONTRACT REPRESENTATIVES.

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

### System Agency

Health and Human Services Commission  
P.O. Box 149347  
Austin, TX 78714  
Attention: Regina Eroles, Contract Manager

### Grantee

Aliviane, Inc.  
1626 Medical Center  
El Paso, TX, 79902-1769  
Attention: Ivonne Tapia, Chief Executive Officer

## VII. LEGAL NOTICES

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

### System Agency

Health and Human Services Commission  
1100 W. 49<sup>th</sup> Street, MC 1911\*  
Austin, TX 78756  
Attention: General Counsel

**Grantee**

Aliviane, Inc.  
1626 Medical Center  
El Paso, TX, 79902-1769  
Attention: Ivonne Tapia, Chief Executive Officer

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

**VIII. NOTICE REQUIREMENTS**

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

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

**IX. ADDITIONAL GRANT INFORMATION**

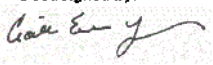
Federal Award Identification Number (FAIN):	B08TI010051-18
Federal Award Date:	10/01/2017
Name of Federal Awarding Agency:	Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)
CFDA Name and Number:	93.959
Awarding Official Contact Information:	Odessa Crocker, Grants Management Officer, Point of Contact is Wendy Pang, Grants Specialist, Contact Number: (240) 276-1419, Facsimile: (240) 276-1430, Email: <a href="mailto:Wendy.Pang@samhsa.hhs.gov">Wendy.Pang@samhsa.hhs.gov</a>

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000077600049**

**HEALTH AND HUMAN SERVICES COMMISSION**

**ALIVIANE, INC.**

DocuSigned by:  
  
C80071B7895C4E9...  
Cecile Young

DocuSigned by:  
  
EA25FF5D1EE0498...  
Ivonne Tapia

Chief Deputy Executive Commissioner

Name: Ivonne Tapia  
Title: Chief Executive Officer799

Date of execution: August 16, 2019

Date of execution: August 16, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000077600049 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A STATEMENT OF WORK**
- ATTACHMENT A-1 STATEMENT OF WORK SUPPLEMENTAL**
- ATTACHMENT A-2 SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT CONTRACT SUPPLEMENTAL**
- ATTACHMENT B BUDGET**
- ATTACHMENT C GENERAL AFFIRMATIONS**
- ATTACHMENT D UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT E SPECIAL CONDITIONS**
- ATTACHMENT F FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G DATA USE AGREEMENT**
- ATTACHMENT H FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) FORM**
- ATTACHMENT I SYSTEM AGENCY SOLICITATION NO. HHS0000776**
- ATTACHMENT J GRANTEE'S PROPOSAL FOR SOLICITATION NO. HHS0000776**

**ATTACHMENTS FOLLOW**

## ATTACHMENT A

### STATEMENT OF WORK

#### I. PURPOSE

The purpose of the Prevention Resource Centers is to increase the capacity of the statewide substance abuse prevention system. Services seek to enhance community collaboration, increase community awareness and readiness, provide information and resources on substance use and related behavioral health data, support professional development of the prevention workforce, and provide resources for evaluation activities within each service region.

Grantees providing PRC services will work together with other System Agency-funded substance abuse prevention programs that address substance use and misuse, state agencies and community stakeholders that hold, gather information and resources that increase community awareness, readiness and services related to substance use, behavioral health and health. PRCs will follow the Strategic Prevention Framework model of the Substance Abuse and Mental Health Services Administration (SAMHSA), and strengthen prevention efforts and strategies for coordination across multiple levels of impact following the Social Ecological Model as it pertains or enhance the scope of work of the PRC.

Grantees will provide services that help address gaps in accordance with the Health and Human Services Commission (HHSC) Statewide Behavioral Health Strategic Plan 2017-2021, <https://hhs.texas.gov/sites/default/files/documents/laws-regulations/reports-presentations/2017/tx-statewide-behavior-health-strategic-plan-progress-report-jan2017.pdf> that focus on preventing substance use and misuse; and behavioral health data.

#### GOALS

1. To maintain and serve as the primary resource for substance use and related behavioral health data for the region.
2. To coordinate the required prevention strategies across all System Agency-funded substance abuse prevention Grantees to ensure compliance with state regulations.
3. To strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

4. To increase awareness of the community regarding substance use and misuse through the dissemination of information across a wide variety of media outlets and distribution networks.
5. To build the prevention workforce capacity through technical support and coordination of prevention trainings.

## II. GRANTEE RESPONSIBILITIES

Grantee will:

1. Conduct prevention services and activities
  - a. Within all counties located in the region;
  - b. in accordance with the rules in [Title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
  - c. To the identified target population where the target population is located;
  - d. As specified in Grantee's response to the solicitation document; and
  - e. As approved by the System Agency.
2. Follow the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards, 2013) for the target population and demonstrate good-faith efforts to reach out to underserved populations. These include, but are not limited to people:
  - a. of color;
  - b. with low educational and/or socioeconomic status;
  - c. with limited English proficiency;
  - d. with disabilities;
  - e. of Native American Tribes;
  - f. from military and veteran status and their families;
  - g. who live in Colonias; and
  - h. who identify as lesbian, gay, bisexual, transgender, and queer (and/or questioning) (LGBTQ).
3. Ensure the Prevention Program Director, Data Coordinator, Public Relations Coordinator, and Tobacco Prevention Coordinator participate in conference calls and webinars as scheduled by System Agency.
4. Implement the following Center for Substance Abuse Prevention (CSAP) strategies as appropriate and defined within each core function of the PRC:
  - a. **Community-Based Processes (Percentage of Effort = 40%)** strengthen resources such as community coalitions to prevent substance use and misuse. Organizing, planning, and networking are included in this strategy to increase the community's ability to deliver effective prevention services. Activities in this strategy include those that educate and mobilize the community toward prevention

efforts and provide the Grantee with opportunities to obtain meaningful Community Agreements (CAs). CAs may include Memoranda of Understanding (MOUs), Letters of Agreement (LOAs), and/or Memoranda of Agreement (MOAs). CAs will represent diversified resources that may include, but are not limited to: mentoring, behavioral health services, youth prevention program services, substance abuse prevention related data, community coalitions, counseling, schools, higher education, hospitals, emergency rooms, pharmacies, prescription data, and other health and human needs.

- b. **Information Dissemination (Percentage of Effort = 35%)** increases knowledge and changes attitudes through communications. This method is mainly one-way (i.e. classroom speakers or media campaigns). Information dissemination may be conducted in the form of community presentations or media awareness activities.
  - c. **Environmental and Social Policies (Percentage of Effort = 20%)** are aimed at the settings and conditions in which people live, work, and socialize. These strategies work to change policies, social norms, and behaviors to reduce risk factors and increase protective factors. As these changes are carried out at the community level, they can have a sweeping impact.
  - d. **Identification of Problems and Referral to Services (Percentage of Effort = 5%)** includes determining when the needs of participants require additional education or intensive services and strategies outside the scope of the activities in this Contract and properly refer participants who present a need for individualized services outside the scope of prevention.
5. Ensure the Prevention Program Director completes a PRC Implementation Plan using the System Agency-approved template. The plan will include and describe the required core activities outlined in the Contract.
  6. Ensure the Prevention Program Director submits a PRC Mid-Year Program Report and PRC Final Program Report using the System Agency-approved forms.
  7. **PRC Core Function: Data Resource Coordination (Data Core)**  
A goal of each Prevention Resource Center (PRC) is to maintain and serve as the primary resource for substance use and related behavioral health data for the region.
    - a. **Community-Based Processes** strengthen community resources to prevent substance use and misuse. Organizing, planning, and networking are included in this strategy to increase the community's ability to deliver effective prevention services. To address the CSAP strategy of community-based process within the PRC Data Core.  
Grantee will:
      - i. Collaborate with the System Agency Statewide Prevention Evaluator, other PRC Data Coordinators, System Agency staff, and regional stakeholders to develop a comprehensive data infrastructure for the PRC region. Grantee will:

- ii. Conduct and attend meetings with community stakeholders to raise awareness and generate support to enhance data collection efforts within the region.
- iii. Promote school participation in the Texas School Survey of Drug and Alcohol Use and university/college participation in the Texas College Survey of Substance Use. Grantee will coordinate with Texas A&M Public Policy Research Institute on recruitment activities.
- iv. Support local and regional data collection strategies regarding substance use/misuse and related risk and protective factors.
  - v. Document collaborative efforts using the System Agency-generated template.
- vi. Establish and maintain Community Agreements (CAs) with community stakeholders that encourage networking and coordination to support the gathering and distribution of data. Sample CAs include, but are not limited to, data use agreements, cooperation data requests, access to internal agency reports, and collaboration on specific data products. Grantee will maintain signed copies of the CAs for review by the System Agency upon request. CAs will:
  - 1) Be developed with the needs of each particular stakeholder in mind, and be individualized as much as possible;
  - 2) Be signed by both parties prior to service delivery, and contain begin and end dates; and
  - 3) Be renewed where applicable;
  - 4) Establish responsibilities of entering parties based on guidelines from the System Agency-generated template.
- vii. Collaborate with System Agency-funded providers and community stakeholders in the service region to obtain data that will assist in the development of the Regional Needs Assessment. Grantee will report collaborative efforts in the PRC Mid-Year Program Report and PRC Final Program Report using the System Agency-generated form.
- viii. Develop and maintain a Regional Epidemiological Workgroup (REW) identifying substance use patterns focused on the State's four prevention priorities at the regional, county, and local level. The REW will also work to identify regional data sources, data partners, and relevant risk and protective factors to provide information relevant to the Regional Needs Assessment. Other work may include the identification of data gaps, analysis of community resources and readiness, collaboration on region-wide efforts, and recommendations and/or development of other forms of prevention infrastructure support. Grantee will conduct/participate in a minimum of four (4) REW meetings and document using the System Agency-generated template.



- ix. Participate in the System Agency Statewide Evidence-Based Practice Workgroup (EBPWG) and the System Agency Statewide Epidemiological Outcomes Workgroup (SEOW).
  - x. Utilize Community Agreements as a referral to outside resources within the community for individuals who are determined to have a need for services outside the scope of primary prevention or services unavailable to be delivered by the grantee's organization. The Identification of Problems and Referral to Services is a crucial aspect to providing holistic prevention services to the community. Referrals may be made to other HHSC-funded Substance Use and Misuse Prevention providers or agencies relevant to the needs of the individual being referred.
- b. **Information Dissemination** provides awareness and knowledge of substance use and misuse. Within the PRC Data Core, information is provided in the form of the Regional Needs Assessment and data reports. The information may be disseminated through written communication such as bulletins, newsletters, in-person presentations, social media, interviews and news articles, and press releases. Grantee will conduct the following activities within the PRC Data Core and document this strategy using the System Agency-generated template.

Grantee will:

- i. Develop a Regional Needs Assessment (RNA) to serve as a community reference tool to provide region-specific substance use and related information to community organizations and stakeholders. The RNA will include:
  - 1) Substance use consumption patterns;
  - 2) Consequence, incidence and prevalence data;
  - 3) Community risk factors;
  - 4) Emotional and behavioral prevalence data;
  - 5) Population and cultural-specific effects; and
  - 6) Data about assets that protect against substance use and misuse and promote emotional well-being.
- ii. Submit completed RNA for review and approval by System Agency using System Agency-generated template.
- iii. Receive approval from System Agency to post RNA and send an email of posting notification and URL link to the System Agency.
- iv. Serve as a data resource for System Agency-funded programs, other community entities and the System Agency by fulfilling requests for data and information. The Grantee may be required by community stakeholders, System-Agency-funded programs and the System Agency to complete Community Agreements (CA) or Memorandum of Understandings (MOU) related to data exchange or data sharing.

- v. Develop and facilitate at least one region-wide event based on RNA data findings to bring targeted communities and stakeholders together to educate and collaborate on substance use related issues. The event will include:
  - 1) Participation from other System Agency-funded prevention programs;
  - 2) A planning committee comprised of external stakeholders representing different sectors of the community;
  - 3) Incorporation of RNA data findings where applicable; and
  - 4) Documentation of planning meetings and activities conducted.
 A report of the event will be documented in the PRC Final Program Report using the System Agency-generated form.
- vi. Direct community stakeholders to resources regarding data collection strategies and evaluation activities.
- vii. Not develop surveys or participate in primary data collection nor conduct data analysis activities on behalf of other organizations.

**8. PRC Core Function: Coordinate Training and Professional Development (Training Core).**

The goal of the PRC Training Core is to build the prevention workforce capacity through technical support and coordination of prevention trainings. This goal will be addressed through the implementation of the CSAP strategy of Community-Based Processes, which is designed to enhance the ability of the community to more effectively provide prevention services. Grantee will conduct the following activities within the PRC Training Core and document this strategy using the System Agency-approved template.

Grantee will:

- a. Assist the System Agency-funded training entity by hosting trainings and coordinating host training sites.
- b. Work directly with the System Agency-funded training entity to promote and coordinate regional trainings.
  - i. Distribute weekly updates to System Agency-funded prevention providers within the region about the availability of substance abuse prevention trainings and other related trainings offered by the System Agency-funded training entity and other community-based organizations.
  - ii. Promote the System Agency-funded training entity's regional trainings to facilitate community stakeholder participation. Grantee will ensure at least 25% of the annual number of adults trained are representatives of external community stakeholders. External community stakeholders are considered to be anyone from non-System Agency-funded prevention programs (i.e., PRC, CCP, YPU, YPS, and YPI programs).
- c. Maintain a current regional contact list on the Grantee's PRC website of all System Agency-funded Youth Prevention Programs (Universal, Selective, and Indicated), Community Coalition Partnerships, Tobacco Prevention Community Coalitions, Suicide Prevention Coalitions, and other related prevention programs.

- d. Participate in monthly calls with the Public Relations Coordinator, System Agency, and System Agency-funded training entity to provide information and facilitate coordination of curriculum trainings and other professional development trainings offered through the System Agency-funded training entity or other community-based organizations.

9. **PRC Core Function: Coordinate Media Awareness Activities (Media Core)**

A goal of each Prevention Resource Center (PRC) is to increase awareness of the community regarding substance use and misuse through Media Awareness Activities. Media Awareness Activities are marketing campaigns that serve the target population.

- a. As part of the CSAP strategy of **Community-Based Process**, Grantee will establish and maintain Community Agreements (CAs) with media outlets and community stakeholders that facilitate the implementation of Media Awareness Activities. Grantee will maintain signed copies of the CAs for review by the System Agency upon request. CAs will:
  - i. Be developed with the needs of each particular stakeholder in mind, and be individualized as much as possible;
  - ii. Be signed by both parties prior to service delivery, and contain begin and end dates;
  - iii. Be renewed where applicable; and
  - iv. Establish responsibilities of entering parties based on guidelines from the System Agency-generated template.
- b. The CSAP strategy of **Information Dissemination** increases knowledge and changes attitudes through communications. This method is mainly one-way. Within the PRC Media Core, Grantee will:
  - i. Prior to dissemination, submit region-specific Media Awareness Activities as part of the PRC Implementation Plan for System Agency review and approval.
  - ii. Follow guidelines described in the SAMHSA toolkit, *Focus on Prevention- Strategies and Programs to Prevent Substance Use* (<https://store.samhsa.gov/product/Focus-on-Prevention/sma10-4120>), in the development of Media Awareness Activities.
  - iii. Coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded grantees (i.e. CCPs and YPs – Universal, Selective, and Indicated) to develop and/or promote a consistent statewide message focused on the State’s four prevention priorities.
  - iv. Promote prevention messages through media outlets including, but not limited to, radio or television public service announcements (PSAs), media interviews, billboards, bus boards, editorials, and/or social media (if permitted by Grantee’s organization policies) specific to the State’s four prevention priorities.
  - v. Participate in quarterly calls with System Agency to discuss the assessment the impact of the Media Awareness Activities.

#### 10. PRC Core Function: Coordinate Tobacco-Specific Prevention Activities (Tobacco Prevention Core)

A goal of the PRCs is to strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

- a. **Environmental and Social Policy.** This strategy includes activities that center on legal and regulatory initiatives to influence the incidence and prevalence of ATOD in the general population. Grantee will conduct tobacco-specific prevention strategies within the PRC Tobacco Prevention Core to support the State's efforts to comply with the Federal Synar Amendment and restrict youth access to tobacco and other nicotine products. States may have a retail violation rate of no more than 20%.

Grantee will:

- i. Conduct on-site voluntary retail compliance checks with tobacco retailers in the region to assess compliance with State Tobacco laws regarding access, minor tobacco purchase (buys), and signage.
- ii. Ensure retailers utilize the most up-to-date signage from the State Comptroller's Office.
- iii. Conduct voluntary retail compliance checks with the number of tobacco retailers in the region with the frequency described below. Grantee will report violations to local law enforcement and/or local Comptroller offices and document this strategy using the System Agency-generated form.
  - 1) In PRC regions with less than 1,200 licensed tobacco retailers, Grantee will visit a minimum of 125 tobacco retailers per month with 100% coverage during the term of this Contract.
  - 2) In PRC regions with 1,200 to 3,000 licensed tobacco retailers, Grantee will visit a minimum of 150 unduplicated tobacco retailers per month throughout the term of this Contract.
  - 3) In PRC regions with more than 3,000 licensed tobacco retailers, Grantee will visit a minimum of 200 unduplicated tobacco retailers per month throughout the term of this Contract.
- iv. Provide retailer education in the region to tobacco retailers who require additional information on the most current tobacco laws, especially as they pertain to minor access. Grantee will document this activity using the System Agency-generated form.
- v. Conduct follow-up voluntary retail compliance visits with all tobacco retailers who have been cited for tobacco-related violations and provide informational materials regarding Texas Tobacco Laws. Grantee will document this activity using the System Agency-generated form.
- vi. Participate in quarterly conference calls to include System Agency, Tobacco Prevention Coordinator, and System Agency-funded Tobacco Contractor.
- vii. Conduct any additional tobacco-specific prevention activities as requested by the System Agency to support the goals of the PRC Tobacco Prevention Core.

## 1. POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

- a. Provide PRC services in accordance with the rules in Title 25 of the Texas Administrative Code (TAC), Chapter 447.
- b. Provide prevention services in a safe, clean, well-lit, and well-maintained environment. The site where activities will be held (including building, electrical, lighting, plumbing, sanitation, ventilation, and mechanical systems, appliances, equipment, and furniture) will be structurally sound, functional, and in good repair. The site's building and grounds will be clean and free of garbage and debris.
- c. Develop and maintain current written policies and procedures for employees, contracted labor, and volunteers who work directly or indirectly with participants. The written policies and procedures will address participant safety and ensure that all activities with participants are conducted in a respectful, non-threatening, non-judgmental, and confidential manner. Grantee will maintain current policies and procedures and make them available for review by the System Agency upon request.
- d. Ensure the Prevention Program Director will conduct and document quarterly fidelity and quality assurance checks of all required activities.
- e. Ensure that the Prevention Program Director, Data Coordinator, Public Relations Coordinator, and Tobacco Prevention Coordinator attend the System Agency Annual Prevention Provider Meeting.
- f. Ensure that the Prevention Program Director attends the System Agency's Annual Prevention Directors' Meeting.
- g. Maintain all required documentation on file and make them available for review by the System Agency upon request.
- h. Post legible prohibitions against firearms, weapons, alcohol, illegal drugs, illegal activities, and violence in a prominent location, at program sites that do not have the existing prohibitions posted.
- i. Post the hours and days of operation at all building entrances; standard days of operation will reflect a forty (40)-hour work week, Monday through Friday.
- j. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
- k. Ensure that all activities conducted are directly related to the activities/strategies required in the Contract.
- l. Submit any additional documents and information as requested by the System Agency for the purpose of determining and assessing program technical assistance needs.
- m. Ensure that all staff providing PRC services receives a copy of this Statement of Work (SOW) and any renewed SOWs.

## 2. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

- a. Not employ or allow a sub Grantee to use any individual who is on probation or parole to deliver prevention services to youth and/or their families.

- b. Prior to employment, conduct criminal background checks and pre-employment drug testing of Grantee's potential employees and/or sub Grantees who will deliver prevention services and/or have direct contact with youth and/or their families.
- c. Conduct annual criminal background checks for Grantee's current staff and/or sub Grantees who will deliver prevention services and/or have direct contact with youth and/or their families.
- d. Conduct criminal background checks of interns or volunteers who will deliver prevention services and/or have direct contact with youth and/or their families.
- e. Ensure that any individual who is on probation, parole and/or is the subject of an ongoing investigation by law enforcement is prohibited from working directly with youth and/or their families.
- f. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, sub Grantees, interns, and/or volunteers who work directly with youth and/or their families.
- g. Develop and maintain policies and procedures that require individuals (staff, sub Grantees, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
- h. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to the System Agency for review upon request.
- i. Maintain documentation of each criminal background check and all drug testing on file and make available to System Agency upon request.

**3. STAFFING AND STAFF COMPETENCY REQUIREMENTS**

Grantee will:

- a. Within 30 days of the start date of this Contract, hire the number of prevention program staff specified in the Grantee's response to the solicitation document, as approved by the System Agency. This will include the following:
  - i. A Prevention Program Director, dedicated at a minimum of 50%, who will ensure that contractual requirements are fulfilled and provide oversight and coordination of prevention staff and services. They will also participate in collaboration meetings and represent the PRC in community activities.
  - ii. A Data Coordinator, dedicated at 100%, who will conduct prevention program services focused on the Data Core requirements of this Contract.
  - iii. A Public Relations Coordinator, dedicated at 100%, who will conduct prevention program services focused on the Media and Training Prevention Core requirements of this Contract.
  - iv. A Tobacco Prevention Coordinator, dedicated at 100%, who will conduct prevention program services focused on the Tobacco Prevention Core requirements of this Contract.



- b. Ensure that the Prevention Program Director and any individual providing oversight is a Certified Prevention Specialist (CPS), Advanced Certified Prevention Specialist (ACPS) or, at a minimum, an Associate Prevention Specialist (APS), working towards CPS certification at the time of hire for this position. Those who hold this position and possess an APS designation will obtain a CPS certification within 12 months of employment in this position.
- c. Ensure that all prevention staff employed under this contract achieves, at a minimum, an APS designation within 20 months of employment in this program.
  - i. Grantee will submit a copy of each prevention staff's designation along with the Program Staffing Form, maintain a copy in their personnel file, and make it available for review by the System Agency upon request.
  - ii. Requirements for the Certified Prevention Specialist (CPS) certification, Advanced Certified Prevention Specialist (ACPS) certification and the Associate Prevention Specialist (APS) designation may be obtained by visiting the Texas Certification Board of Addictions Professionals (TCBAP) website at [www.tcbap.org](http://www.tcbap.org).
- d. Submit a Program Staffing Form to System Agency providing details of all direct prevention program staff for the Grantee's System Agency-funded prevention programs.  
Grantee will:
  - i. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
  - ii. Submit all current CPS/ACPS certifications and APS designations with the Program Staffing Form and maintain copies for review by the System Agency upon request.
  - iii. Ensure all CPS/ACPS certifications and/or APS designations are current or renewed within 30 days of expiration and submitted along with the Program Staffing Form as a staffing change.
- e. Ensure that the Prevention Program Director, Data Coordinator, Public Relations Coordinator, Tobacco Prevention Coordinator, and all Prevention Specialists complete the following required trainings:
  - i. **Prevention Resource Center Competency Training** - This required training will be coordinated through the System Agency-funded training entity.
    - 1) Epidemiology
    - 2) Strategic Prevention Framework
    - 3) Needs Assessment and Logic Models
    - 4) Capacity Building
    - 5) Information DisseminationAll PRC staff must complete competency training within six (6) months from the start date of this Contract or within six (6) months from the date of hire for

the position, whichever is later. PRC Program Director, Data Coordinator, Public Relations Coordinator, and Tobacco Prevention Coordinator will receive Prevention Resource Center Competency Training every three (3) years and maintain documentation of successful completion for System Agency review upon request.

- ii. **15-Hour Prevention Skills Training (PST)** – This required training will be completed through the System Agency-funded training entity. All prevention program staff and directors will complete the 15-hour Prevention Skills Training (PST) within six (6) months from the date of hire. This is a one-time requirement for all prevention program staff and directors. This training includes a minimum of three (3) hours in each of the following prevention-specific areas:
  - 1) Cultural competency;
  - 2) Risk and protective factors/building resiliency;
  - 3) Child development and/or adolescent development, as appropriate;
  - 4) Communication; and
  - 5) Prevention across the lifespan.
- iii. **Substance Abuse Prevention Skills Training (SAPST)** – This is a required training for all prevention program staff with a minimum of 12 months' experience delivering prevention services. Program Directors and any individual providing oversight of prevention services will have completed the SAPST training upon the date of hire for the supervisory position and provide documentation to the System Agency. This is a one-time required training to be conducted through the System Agency-funded training entity. In addition, Grantee will:
  - 1) Ensure that all Prevention Program staff, employed under this Contract, complete the SAPST training no later than 20 months after the date of hire for this program.
  - 2) Maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- iv. **Prevention Continuing Education** – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and PRC-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
  - 1) Planning and Evaluation;
  - 2) Prevention Education and Service Delivery;
  - 3) Communication;
  - 4) Community Organization;
  - 5) Public Policy and Environmental Change; and
  - 6) Professional Growth and Responsibility.



In addition to the trainings listed above, training on Cultural Competence and Prevention-related Ethics, must be obtained annually and will be counted toward the 15 hours of continuing education units.

Prevention Continuing Education hours may be obtained through the Annual Prevention Provider Meeting, the Texas Behavioral Health Institute (BHI), the annual Prevention Providers Meeting, or other entities approved by the Texas Certification Board of Addiction Professionals (TCBAP). Information on TCBAP- approved continuing education providers may be found on the TCBAP website at [www.tcbap.org](http://www.tcbap.org). All continuing education units shall be obtained prior to the end of each funded fiscal year.

- v. **Cardiopulmonary Resuscitation (CPR) and First Aid Certifications.** Grantee will ensure that all prevention staff complete and maintain current CPR and first aid certifications within 60 days from the start date of this Contract or 60 days from the date of hire for a PRC prevention position, whichever is later. All certifications will be maintained within the employee's file and made available for System Agency review upon request.
  - vi. **Tobacco Law Training.** Grantee will ensure that all prevention staff complete this web-based training within 90 days of the start of this Contract or within the first 90 days of employment on this Contract. All prevention staff will receive this training every three (3) years during the term of this Contract. This training will be coordinated by the System Agency.
  - vii. **Suicide Prevention Training.** Grantee's prevention staff will be required to attend at least one suicide prevention training each year to build competence and encourage integration of mental health promotion strategies in their work.
  - viii. **Mental Health First Aid Training.** Grantee's prevention staff will be required to attend at least one Mental Health First Aid training to build competence and encourage integration of mental health promotion strategies in their work. This training must be coordinated by the System Agency training entity.
- f. Ensure that all volunteers and/or interns that assist prevention staff with any prevention activity/strategy, at a frequency of more than one (1) time per month, receive and complete the following trainings below. Documentation of completion of these trainings for System Agency review upon request will be maintained for all ongoing volunteers and/or interns.
- i. **Cardiopulmonary Resuscitation (CPR) and First Aid**—Grantee will ensure volunteers/interns complete and maintain current CPR and First Aid certifications. This is a one-time required training.
  - ii. **Prevention Training for Volunteers** – This is a one-time required training conducted through the System Agency-funded training entity.
  - iii. **Tobacco Law Training** – This is a one-time, web-based training required for interns and volunteers delivering prevention activities/strategies under the PRC

contract. Interns/volunteers involved in the PRC Tobacco Prevention Core must complete this training prior to conducting voluntary retail compliance checks. This training will be coordinated by the System Agency.

- iv. **Suicide Prevention Training.** Grantee’s prevention staff will be required to attend at least one suicide prevention training each year to build competence and encourage integration of mental health promotion strategies in their work.
- v. **Mental Health First Aid Training.** Grantee’s prevention staff will be required to attend at least one Mental Health First Aid training to build competence and encourage integration of mental health promotion strategies in their work. This training shall be coordinated by the System Agency-funded training entity.
- g. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

**4. GUIDANCE ON ALLOWABLE PURCHASES**

- a. Food or snacks, purchased for participants in a prevention activity occurring after-school or outside the school setting for four (4) or more hours, may be purchased. Costs for the purchase of food/snacks will be reasonable. Food or snacks may be donated from outside stakeholders/businesses but is not considered as match unless considered an allowable purchase.
- b. T-shirts with a “no use” message may be purchased for participants as a way to educate or create awareness to the harmful effects of alcohol, tobacco, and other drugs.
- c. Promote prevention messages through radio or television public service announcements (PSAs), media interviews, billboards, bus boards, editorials, and/or digital media including social media if permitted by Grantee’s organization policies specific to the State's four prevention priorities. Expenses dedicated to Media Awareness Activities (including media purchases) must comprise at least 10% of the Grantee's annual budget.

**5. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) COMPONENTS**

- a. Grantee will use the CMBHS components/functionality specified below, in accordance with the System Agency instructions:
  - i. Add/update Staff, (including access control and Credential maintenance);
  - ii. Provider detail;
  - iii. Performance Measures;
  - iv. Financial Status Reports (FSR);
  - v. Invoices; and
  - vi. Curriculum Outcome Measures.
- b. The use of CMBHS is not limited to the components and functionality listed above. Grantee may be required to use other CMBHS components and meet CMBHS training requirements per request by the System’s Agency.

## 6. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

- a. Submit all documents identified below by the dates specified by the System Agency.
- b. System Agency-approved required forms/templates are located at <http://www.dshs.texas.gov/sa/For-Substance-Abuse-Contractors.aspx>, unless otherwise noted.
- c. Grantee will submit documents to the assigned contract manager and designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
- d. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.
- e. Provide per request of the System Agency information and data that supports performance measures, required reports, information or data related to the scope of work of the Grantee solicitation document approved by the System Agency.

Report Name	Due Date*
Program Staffing Form	September 30
Copy of current CPS, ACPS, or APS certifications/designations of the Prevention Program Director and all certified/designated prevention staff along with the Program Staffing Form	September 30
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 <sup>th</sup> and March 15 <sup>th</sup>
PRC Implementation Plan	October 15
PRC Mid-Year Report	March 31 <sup>st</sup>
Regional Needs Assessment	July 30
Post Regional Needs Assessment to website and submit email	August 31
PRC Final Report	September 15 <sup>th</sup>
Performance Measures	15 <sup>th</sup> of each month following the month being reported. Submit into the CMBHS reporting system.
Financial Status Reports (FSRs)	Last business day of the month following the end of each quarter of the fiscal term. *FSR due is due 45 days after the end of this fiscal term.
Closeout Documents – Annual Report	45 days after the end of this fiscal term.

**\*If the Due Date is on a weekend or holiday, the Due Date is the next business day.**

**7. BUDGET REQUIREMENT FOR MEDIA AWARENESS ACTIVITIES**

- a. A minimum of 10% of the total PRC budget shall be spent on media awareness activities that include both local regional media campaigns and support for the Statewide Media Campaign.
- b. Providers must dedicate a portion of the media budget to support the Statewide Media Campaign up to a maximum of 50% of the amount budgeted for media expenditures.
- c. Media expenditures for the Statewide Media Campaign may include paid radio and television spots and paid boosting for social media content.
- d. Expenses on traditional paid media platforms include print media, radio, television, billboards, and other posted signage or paid advertising space.
- e. Expenditures on social media:
  - i. Approved platforms for paid social media boosting or ads include Facebook, YouTube, and Twitter
  - ii. Paid media boosting or ads on social media platforms or apps other than Facebook, YouTube, or Twitter will require prior approval from HHSC.
  - iii. Influencers – these should be used directly in conjunction with a defined media campaign. Use of paid social media influencers as part of any media campaign must be approved by HHSC prior to implementation.
- f. Funds may not be used to create agency logos or other forms of agency branding.

**8. INVOICE AND FINANCIAL REQUIREMENTS**

Grantee shall:

- a. Submit all monthly invoices to the System Agency through CMBHS. Grantee shall ensure the supportive documents for the expenditures are emailed to the assigned contract manager and copied to the Substance Use Disorder Contracts Mailbox: [SubstanceAbuse.Contracts@hhsc.state.tx.us](mailto:SubstanceAbuse.Contracts@hhsc.state.tx.us).
- b. Be paid on a monthly basis and in accordance with services performed under this Contract.
- c. Comply with the requirements applicable in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, and the Uniform Grant Management Standards (UGMS) Standards.
- d. Review and comply with the System Agency’s Grants Technical Assistance guide, which provides guidance on financial administration in order to clarify applicable laws, rules and regulations. The Guide is located at the following: <https://hhs.texas.gov/doing-business-hhs/grants>.

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

**A. CONTRACT INFORMATION**

Vendor ID:	17416814857003
Grantee Name:	Aliviane, Inc.
Contract Number:	HHS000077600049
Contract Type	Prevention
Payment Method:	Cost Reimbursement
DUNS Number:	767339480000
Federal Award Identification Number (FAIN)	B08TI010051-18
	Texas Health and Human Services Commission, Request for Applications for Substance Use and Misuse Prevention Services, RFA #HHS0000776, issued March 11, 2019.

**B. SERVICE AREA:**

Services or activities will be provided to participants and/or clients from the following counties:

Region (10): Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio

**C. POPULATION SERVED:**

The primary target population is all System Agency-funded substance abuse prevention providers in the region. The target population may also include school administrators and



teachers, community groups and coalitions, education services centers (ESCs), local mental health authorities (LMHAs), substance use disorder intervention and treatment organizations, law enforcement, healthcare entities, higher education institutions, and community stakeholders including youth, parents, and residents in Texas.

**D. RENEWALS:**

No renewal options available for this Contract.

**E. CONTACT INFORMATION**

Name:	Regina Erales
Email:	Regina.Erales@hhsc.state.tx.us
Telephone:	(512) 206-5134
Address:	909 W 45 <sup>th</sup> Street, Bldg 552 (MC 2058)
City/Zip:	Austin TX 78751

**F. PERFORMANCE MEASURES**

1. Grantee’s performance will be measured in part on the achievement of the following key performance measures.
2. Grantee shall report these performance measures monthly through CMBHS under the Measures component.
3. Each report is due by the 15<sup>th</sup> of the following month for the month being reported. *\*If the 15<sup>th</sup> falls on a weekend, the report is due the next business day following the 15<sup>th</sup>.*

Measure:	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual Goal
Number of organizations receiving data or information on other community resources.	25	25	25	25	100
Number of media awareness activities focused on the State’s four prevention priorities and the statewide media campaign.	1	2	2	2	7
Number of social media messages focused on the State’s four prevention priorities and the statewide media campaign.	36	36	36	36	144
Number of media contacts focused on the State’s four prevention priorities.	5	10	10	5	30
Number of adults attending meetings and presentations focused on sharing and receiving data.	60	40	60	40	200

Number of meetings conducted with community stakeholders focused on community collaboration related to data and resources.	6	4	6	4	20
Number of prevention trainings coordinated and/or hosted in the region.	6	4	5	5	20
Number of adults attending trainings coordinated and/or hosted in the region.	60	40	50	50	200
Number of voluntary compliance checks successfully conducted on-site with tobacco retailers.	375	375	375	375	1500

**G. PERFORMANCE MEASURES DEFINITIONS AND GUIDANCE:**

**1. Number of organizations receiving data or information on other community resources**

This strategy provides awareness and knowledge of alcohol, tobacco and other drug (ATOD), abuse, issues and trends through the data collected. The information may be provided in the form of the Regional Needs Assessment, fact sheets, data files, resources for data, and other reports. The information may be disseminated through written communication such as bulletins, newsletters, and survey data reports.

**Guidance:**

*Report the number of organizations that received written informational materials such as the Regional Needs Assessment, survey data results, etc.)*

If one organization requests information for two survey reports from your PRC, you would report one organization receiving information that month.

Organizations may only be counted once per month. To count the same organization again in another month, new information or data must be shared with that organization.

Information can be disseminated a number of ways, including but not limited to:

- In person presentations or meetings
- Distribution through physical mail
- Electronic Distribution (e-mail, fax, etc.)

**2. Number of Media Awareness Activities focused on the State’s four prevention priorities and the statewide media campaign**

Media Awareness Activities are marketing campaigns that serve the target population. This measure is designed to capture the number of campaigns used to deliver prevention-related messages. Content, including graphics and texts, provided through the statewide media

campaign must **not** be altered or used in another form without prior System-Agency review and written approval.

**Guidance:**

*Report the number of messages or campaigns delivered via media.*

Each message or campaign may only be counted once. For example, if the same public service announcement is aired twenty times by the same station, it may only be counted as one media awareness activity.

Report only the activities that have been aired, broadcasted, or published.

Examples of Media Awareness Activities include but are not limited to:

- Television Interviews
- Media campaigns
- Public Service Announcements (PSAs)
- Billboards
- Bus boards
- Printed news articles
- Printed editorials
- Aired or printed press releases

**3. Number of social media messages focused on the State’s four prevention priorities and the Statewide Media Campaign**

Social Media Messages are a type of Media Awareness Activity conducted through social media sites such as Facebook and Instagram.

**Guidance:**

*Report the number of messages delivered through social media.*

Each message may only be counted once.

All messages counted toward this measure must focus on the state’s four prevention priorities or consist of content provided through the statewide media campaign. Content, including graphics and texts, provided through the statewide media campaign must **not** be altered or used in any other form without prior System-Agency review and written approval.

**4. Number of media contacts focused on the State’s four prevention priorities**

This measure is designed to capture the number of successful media contacts the Grantee has



made to various media sources (print and broadcast media) to deliver prevention-related messages. Although many media messages designed by the Grantee may be rejected by media sources, it is important to demonstrate that these contacts were made.

**Guidance:**

***Report the number of newspapers, radio stations, or television stations contacted to air, broadcast, or print a message to create awareness among the public about issues regarding substance related issues, trends specifically focused on the State’s four prevention priorities and the statewide media campaign. Contacts are counted whether the contact resulted in an aired or published media message or not.***

The Grantee must document the type of contact along with a copy of the message, article, or story submitted for broadcast or publication.

Examples of media contacts include but are not limited to:

- The number of radio stations contacted to air or broadcast a message.
- The number of television stations contacted to air or broadcast a message or story.
- The number of newspapers contacted to print an article, editorial, story, etc.

How to determine the number of contacts to report (examples):

- If the Grantee prepares and submits two public service announcements (PSAs) to six radio stations and three television stations to air, Grantee would count eighteen contacts.
- If the Grantee prepares and submits an editorial or print article to three different newspapers, Grantee would count three media contacts.

**5. Number of adults attending meetings and presentations focused on sharing and receiving data**

This strategy is designed to capture the number of adults attending meetings and presentations to encourage sharing and receipt of local community, county, and regional data.

**Guidance:**

***Report the number of adults attending meetings and presentations focused on sharing and receiving data.***

**6. Number of meetings conducted with community stakeholders focused on community collaboration related to data and resources**

This strategy is designed to capture the number of meetings conducted with community stakeholders to discuss existing local/regional survey data, data sharing, and other activities that may enhance the data collection efforts for the region.

**Guidance:**

*Report the number of meetings in which your organization had a significant role in planning, facilitating, or presenting with community stakeholders to enhance local community, county and regional data collection efforts.*

**7. Number of prevention trainings coordinated and/or hosted in the region**

This strategy is designed to capture the number of prevention trainings coordinated and hosted in the region to meet the regional prevention training needs.

**Guidance:**

*Report the number of trainings coordinated and/or hosted in the region.*

**8. Number of adults attending trainings coordinated and/or hosted in the region**

This strategy is designed to capture the number of adults participating in trainings coordinated and hosted in the region to meet the regional prevention training needs.

**Guidance:**

*Report the number of trainings coordinated and/or hosted in the region.*

**9. Number of voluntary compliance checks successfully conducted on-site with tobacco retailers**

**Definition:** In order to comply with State Law and affect minor access to tobacco and other nicotine products, voluntary compliance checks are conducted by Tobacco Specialists from the regional Prevention Resource Center. Tobacco Specialists visit retailers who sell tobacco and other nicotine products in their region in an attempt to provide education and guidance on Texas Tobacco Laws, minor access, and the availability of current signage, permits, and related materials from the Merchant Packets developed by the Texas Comptroller's Office.

**Guidance:**

Tobacco Specialists provide materials and information to tobacco retailers including, but not limited to:

- Missing or outdated State-required signage and other materials from the Merchant Packets developed and distributed by the Texas Comptroller's Office
- Current State tobacco laws including those related to minor access
- Adverse health consequences of tobacco and nicotine use among minors and adults
- The legal ramifications to retailers and clerks who improperly sell tobacco and other nicotine products, especially to minors
- Information on cessation tools and the advertising of the State-sponsored Quit Line

Successful compliance checks occur when the Tobacco Specialist is welcomed into a tobacco retail store and allowed to view State required materials such as the retailer's tobacco permit and all related warning signs and posters.

Tobacco Specialists must conduct a follow-up visit with retailers who are found to be out of compliance with State law during the initial compliance check. Visiting a retailer who is not "compliant" with State law does not constitute an unsuccessful compliance check.

Grantee will report the number of retail sites successfully visited, not the number of employees or individuals addressed during the compliance check.

**ATTACHMENT A-2**

**SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT)**  
**BLOCK GRANT CONTRACT SUPPLEMENT**

The following are important details regarding federal award requirements for Grantees funded with SAPT Block Grant funds:

1. The Catalog of Domestic Federal Assistance (CFDA) number for the SAPT Block Grant is 93.959.
2. The award period covers the term identified in the Contract.

As a subrecipient of the SAPT Block Grant, the Grantee must adhere to each of the applicable requirements below:

***45 CFR § 96.127 REQUIREMENTS REGARDING TUBERCULOSIS (TB)***

1. The Grantee must, directly or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance abuse:
  - a. Counseling the individual with respect to TB.
  - b. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - c. Appropriate medical evaluation and treatment for individuals infected by mycobacteria TB.
2. For clients denied admission on the basis of lack of capacity, the Grantee must refer such clients to other providers of TB services.
3. The Grantee must have infection control procedures that are consistent with those established by Texas Department of State Health Services, Infectious Disease Control Unit, to prevent the transmission of TB and that address the following:
  - a. Screening and identifying those individuals who are at high risk of becoming infected.
  - b. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - c. Case management activities to ensure that individuals receive such services.
  - d. The Grantee must report all individuals with active TB to the Texas Department of State Health Services, Infectious Disease Control Unit, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

***CFR § 96.131 TREATMENT SERVICES FOR PREGNANT WOMEN***

1. The Grantee must give preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services.
2. If the Grantee serves an injecting drug-abusing population, the Grantee must give preference to treatment as follows:
  - a. Pregnant injecting drug users.
  - b. Other pregnant substance abusers.
  - c. Other injecting drug users.
  - d. All others.
3. The Grantee must refer pregnant women to the State when the Grantee has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
4. The Grantee must make interim services available within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
5. The Grantee must offer interim services, when appropriate, that include, at a minimum<sup>1</sup>, the following:
  - a. Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
  - b. Referral for HIV or TB treatment services, if necessary.
  - c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus.
  - d. Refer pregnant women for prenatal care.

***45 CFR § 96.132 ADDITIONAL REQUIREMENTS***

1. The Grantee must make continuing education in substance abuse treatment and prevention available to employees who provide the services.
2. The Grantee must have in effect a system to protect patient records from inappropriate disclosure, and the system must:

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

- a. Comply with all applicable State and Federal laws and regulations, including 42 CFR part 2  
Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure

***45 CFR § 96.135 RESTRICTIONS ON THE EXPENDITURE OF THE GRANT***

1. The Grantee cannot expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - a. The individual cannot be effectively treated in a community-based, nonhospital, residential treatment program.
  - b. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program.
  - c. A physician makes a determination that the following conditions have been met:
    - i. The primary diagnosis of the individual is substance abuse, and the physician certifies that fact.
    - ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program.
    - iii. The service can reasonably be expected to improve the person's condition or level of functioning.
    - iv. The hospital-based substance abuse Contractor follows national standards of substance abuse professional practice
  - d. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program)
2. Further, the Grantee cannot expend SAPT Block Grant funds to:
  - a. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
  - b. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
  - c. Provide financial assistance to any entity other than a public or nonprofit private entity.
  - d. Make payments to intended recipients of health services.
  - e. Provide individuals with hypodermic needles or syringes.
  - f. Provide treatment services in penal or correctional institutions of the State

***45 CFR § 96.137 PAYMENT SCHEDULE***

The Grantee must ensure that SAPT Block Grant funds for special services for pregnant women and women with dependent children, TB services, and HIV early intervention services are the “payment of last resort,” and the Grantee must make every reasonable effort to do the following to pay for these services:

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from individuals or clients payments for services in accordance with their ability to pay.

**Audit**

The Grantee shall adhere to the following requirements:

1. If the Grantee expends \$500,000 or more in Federal financial assistance during the program’s fiscal year, an independent financial and compliance audit must be completed by a Certified Public Accounting firm in accordance with Office of Management and Budget (OMB) Circular A-133. The Grantee must submit two copies of the audit report to the State’s Health and Human Services Commission Contract Oversight and Support, and the Office of Inspector General within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section of the State’s General Provisions or Universal Terms and Conditions.
2. The Grantee must also submit a data collection form and reporting package to the Federal Audit Clearinghouse.
3. The Grantee may access the Transactions List report in the Clinical Management for Behavioral Health Services (CMBHS) system to identify the amount of Federal Financial Assistance included in this award by each transaction.
4. If the A-133 audit report includes findings or questioned costs, the Grantee may be required to develop and implement a corrective action plan that addresses the audit findings and recommendations contained therein. The Grantee must submit the corrective action plan to the State’s Health and Human Services Commission, Office of Inspector General (OIG) by the designated due date identified in the OIG Agency Findings Letter.

5. The Grantee must retain records to support expenditures and make those records available for review or audit by appropriate officials of SAMHSA, the awarding agency, the General Accountability Office and/or their representatives.

### **Salary Limitation**

The Grantee cannot use the SAPT Block Grant to pay salaries in excess of Level I of the Federal Senior Executive pay scale.

### **Charitable Choice**

1. If the Grantee is an SAPT Block Grant-funded Grantee that is part of a faith-based organization, the Grantee may:
  - a. Retain the authority over its internal governance.
  - b. Retain religious terms in its name.
  - c. Select board members on a religious basis.
  - d. Include religious references in the mission statements and other governing documents.
  - e. Use space in its facilities to offer Block Grant-funded activities without removing religious art, icons, scriptures, or other symbols.
2. If the Grantee is part of a faith-based organization, the Grantee cannot use SAPT Block Grant funds for inherently religious activities such as the following:
  - a. Worship.
  - b. Religious instruction.
  - c. Proselytization.
3. The Grantee may only engage in religious activities listed under 2. above if both of the following conditions are met:
  - a. The activities are offered separately, in time or location, from Block Grant-funded activities.
  - b. Participation in the activities is voluntary.
4. In delivering services, including outreach activities, SAPT Block Grant-funded religious organizations cannot discriminate against current or prospective program participants based upon:
  - a. Religion.
  - b. Religious belief.
  - c. Refusal to hold a religious belief.
  - d. Refusal to actively participate in a religious practice.



5. If an otherwise eligible client objects to the religious character of the Grantee, the Grantee shall refer the client to an alternative provider within a reasonable period of time of the objection.
6. If the Grantee is a religious organization, the Grantee must:
  - a. Use generally accepted auditing and accounting principles to account for SAPT Block Grant funds similar to other nongovernmental organizations.
  - b. Segregate Federal funds from non-Federal funds.
  - c. Subject Federal funds to audits by the government.
  - d. Apply Charitable Choice requirements to commingled funds when State/local funds are commingled with Block Grant funds.

***45 CFR § 96.126 CAPACITY OF TREATMENT FOR INTRAVENOUS SUBSTANCE ABUSERS***

If the Grantee treats injecting drug users, the Grantee must:

1. Within seven (7) days, notify the State whenever the Grantee has reached 90 percent of its treatment capacity.
2. Admit each individual who requests and is in need of treatment for intravenous drug abuse:
  - a. No later than fourteen (14) days after making the request, or
  - b. Within 120 days of the request if the Grantee has no capacity to admit the individual, the Grantee makes interim services available within 48 hours, and the Grantee offers the interim services until the individual is admitted into a substance abuse treatment program
3. Offer interim services, when appropriate, that include, at a minimum, two (2) of the following:
  - a. Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission do not occur.
  - b. Referral for HIV or TB treatment services, if necessary.
  - c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women.

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

4. Maintain a waiting list that includes a unique individual identifier for each injecting drug abuser seeking treatment, including individuals receiving interim services while awaiting admission.
5. Maintain a mechanism that enables the program to:
  - a. Maintain contact with individuals awaiting admission.
  - b. Consult with the State's capacity management system to ensure that waiting list clients are admitted or transferred to an appropriate treatment program within a reasonable geographic area at the earliest possible time.

**ATTACHMENT B**  
**BUDGET**

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA),
- B. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- C. The Catalog of Federal Domestic Assistance (CFDA) number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959. The CFDA number is identified in the CMBHS Transactions List report.
- D. The Substance Abuse Prevention Treatment Block Grant, CFDA number 93.959 requires a five percent match requirement.
- E. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- F. Funding
  - 1. System Agency Share total reimbursements will not exceed \$1,250,000.00 for the period from September 1, 2019 through August 31, 2024, as follows:
    - a. Fiscal Year 2020, September 1, 2019 through August 31, 2020 - \$250,000.00
    - b. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$250,000.00
    - c. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$250,000.00
    - d. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$250,000.00
    - e. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$250,000.00
  - 2. For each Fiscal Year noted in Section F, (1) (a-e), Grantee shall provide a five percent (5%) match requirement of \$12,500.00.
  - 3. Total Contract Amounts, per fiscal year, is documented below:
    - a. Fiscal Year 2020, September 1, 2019 through August 31, 2020 - \$262,500.00
    - b. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$262,500.00
    - c. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$262,500.00
    - d. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$262,500.00
    - e. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$262,500.00

G. Cost Reimbursement Budget

1. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee's negotiated Cost Reimbursement budget, provided within the Request for Application, No. HHS0000776. The notification shall be incorporated into the Contract, and the information will be documented in CMBHS.
2. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
3. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
  - a. Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
  - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (G)(3)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change, and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
  - c. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized and funds *cannot* be utilized until the Amendment is executed and signed by both parties.

4. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

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



# TEXAS

## Health and Human Services

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

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 INTERPRETIVE PROVISIONS**

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

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

### **2.1 PAYMENT METHODS**

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
  - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
  - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
  - iii. Advance payment. This payment method is based on 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, state and federal regulations, and at the sole discretion of the System Agency.

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

## **2.2 FINAL BILLING SUBMISSION**

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

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

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

## **2.4 USE OF FUNDS**

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

## **2.5 USE FOR MATCH PROHIBITED**

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

## **2.6 PROGRAM INCOME**

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

## **2.7 NONSUPPLANTING**

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

## **2.8 ALLOWABLE COSTS**

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

## **2.9 INDIRECT COST RATES**

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

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

## **3.1 FUNDING**

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

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

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

## **3.3 DEBT AND DELINQUENCIES**

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

## **3.4 RECAPTURE OF FUNDS**

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

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

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

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

**4.1 ALLOWABLE COSTS**

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

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



<p>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.</p>	<p>48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</p>	<p>2 CFR Part 200, Subpart F and UGMS</p>	<p>2 CFR Part 200 and UGMS</p>
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B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

**4.2 AUDITS AND FINANCIAL STATEMENTS**

A. Audits

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

B. Financial Statements

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



### 4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

#### A. Audits

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

- i. HHS portal at: or,  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

#### B. Financial Statements

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

- i. HHS portal at:  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

## ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

### 5.1 GENERAL AFFIRMATIONS

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

### 5.2 FEDERAL ASSURANCES

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

### 5.3 FEDERAL CERTIFICATIONS

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

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

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

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

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

## **6.5 SURVIVAL**

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

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

### **7.1 BOOKS AND RECORDS**

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

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

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

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

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

#### **7.4 SAO AUDIT**

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

#### **7.5 CONFIDENTIALITY**

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

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

#### **8.1 CONTRACT REMEDIES**

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

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

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

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

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

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

**9.1 AMENDMENT**

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

**9.2 INSURANCE**

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

**9.3 LEGAL OBLIGATIONS**

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

#### 9.4 PERMITTING AND LICENSURE

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

#### 9.5 INDEMNITY

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

#### 9.6 ASSIGNMENTS

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



## 9.7 INDEPENDENT CONTRACTOR

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

## 9.8 TECHNICAL GUIDANCE LETTERS

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

## 9.9 DISPUTE RESOLUTION

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

## 9.10 GOVERNING LAW AND VENUE

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

## 9.11 SEVERABILITY

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



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

**9.12 SURVIVABILITY**

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

**9.13 FORCE MAJEURE**

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

**9.14 NO WAIVER OF PROVISIONS**

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

**9.15 PUBLICITY**

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

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

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

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

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

## **9.18 ENTIRE CONTRACT AND MODIFICATION**

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

## **9.19 COUNTERPARTS**

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

## **9.20 PROPER AUTHORITY**

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

## **9.21 E-VERIFY PROGRAM**

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

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

## **9.22 CIVIL RIGHTS**

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

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

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

### **9.23 SYSTEM AGENCY DATA**

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



# TEXAS

## Health and Human Services

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

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## HHSC SPECIAL CONDITIONS

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

### **Article I. SPECIAL DEFINITIONS**

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

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

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

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 5.02 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 Contractor to perform the Work under the Contract.

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

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“**Turnover Plan**” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“**UTC**” means HHSC’s Uniform Terms and Conditions- Vendor –Version 2.15

## **Article II. GENERAL PROVISIONS**

### **2.01 Cooperation with HHSC Vendors**

At HHSC’s request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor’s facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **Article III. CONTRACTORS PERSONNEL AND SUBCONTRACTORS**

### **3.01 Qualifications**

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

### **3.02 Conduct and Removal**

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

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

## **Article IV. PERFORMANCE**

### **4.01 Measurement**

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

- (a) Compliance with Contract requirements, including all representations and warranties;
- (b) Compliance with the Work requested in the Solicitation and Work proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (c) Delivery of Work in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (d) Results of audits, inspections, or quality checks performed by the HHSC or its designee;
- (e) Timeliness, completeness, and accuracy of Work; and
- (f) Achievement of specific performance measures and incentives as applicable.

## **Article V. AMENDMENTS AND MODIFICATIONS**

### **5.01 Formal Procedure**

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

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

### **5.02 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 5.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

## **Article VI. PAYMENT**

### **6.01 Enhanced Payment Procedures**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any

such dispute, Contractor will continue to perform the Work in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **Article VII. CONFIDENTIALITY**

### **7.01 Confidential System Information**

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

Contractor 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 Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

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

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

## **Article VIII. DISPUTES AND REMEDIES**

### **8.01 Agreement of the Parties**

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

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

## **8.02 Operational Remedies**

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

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

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

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

## **8.03 Equitable Remedies**

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

## **8.04 Continuing Duty to Perform**

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

## **Article IX. DAMAGES**

### **9.01 Availability and Assessment**

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

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

### **9.02 Specific Items of Liability**

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

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

## **Article X. TURNOVER**

### **10.01 Turnover Plan**



HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

- (a) The least disruption in the delivery the Work during Turnover to HHSC or its designee; and
- (b) Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

## **10.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

# **Article XI. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

## **11.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the Work. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

## **11.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

## **11.03 Software and Ownership Rights**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize



others to use for government purposes all Work, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **Article XII. UNIFORM ICT ACCESSIBILITY CLAUSE**

### **12.01 Applicability**

This Section applies to the procurement or development of Information and Communication Technology (ICT) for HHSC, or any changes to HHSC's ICT. This Section also applies if the Contract requires Contractor to perform a service or supply a goods that include ICT that: (i) HHSC employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This Section does not apply to incidental uses of ICT in the performance of a contract, unless the parties agree that the ICT will become property of the state or will be used by HHSC's Client/Recipient after completion of the Contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

### **12.02 Definitions**

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHSC Uniform Terms and Conditions, policies, accessibility checklists, style guides, contract specifications, and other contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Contract, the following definitions are applicable to this Section only.

1. **“Accessibility Standards”** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
2. **“Information and Communication Technology (ICT)”** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
3. **“Information and Communication Technology Accessibility Standards”** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
4. **“Web Accessibility Standards/Specifications”** refers to the web standards contained in WCAG 2.0 Level AA.

5. **“Products”** means information resources technologies that are, or are related to, ICT.
6. **“Service”** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

### **12.03 Accessibility Requirements**

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHSC must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

### **12.04 Evaluation, Testing and Monitoring**

1. HHSC may review, test, evaluate and monitor Contractor’s Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
1. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Contractor’s assertion of compliance with the Accessibility Standards.
2. Contractor agrees to cooperate fully and provide HHSC and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.

### **12.05 Representations and Warranties**

1. Contractor represents and warrants that: (i) as of the effective date of the contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS agency’s client or recipient after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless HHSC and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.
2. In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to HHSC, perform all necessary steps to satisfy the Accessibility Standards, including but not

limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHSC relies in awarding this contract.
4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

### **12.06 Remedies**

1. Pursuant to Texas Government Code Sec. 2054.465, neither Contractor nor any other person has cause of action against HHSC for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which HHSC may be entitled. This remedy is cumulative of any and all other remedies to which HHSC may be entitled under this contract and other applicable law.

## **Article XIII. MISCELLANEOUS PROVISIONS**

### **13.01 Conflicts of Interest**

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

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

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

### **13.02 Flow Down Provisions**

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

HHS Contract No. \_\_\_\_\_

**Attachment 2-  
Security and Privacy Initial Inquiry  
[Attach Completed SPI Here]**

## Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

Respondent affirms, without exception, as follows:

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



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



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

Name: [REDACTED] SSN: [REDACTED]

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

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

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

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

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

- 16. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
- 17. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.



18. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
20. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
21. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
23. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
24. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - providing equivalent access for effective use by both visual and non-visual means;
  - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
  - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

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



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

26. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
27. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
28. Should Respondent be awarded a contract resulting from this solicitation, Respondent represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of the contract, none of its employees including, but not limited to those will provide services under the contract, were employees of an HHS Agency.
29. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
30. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
31. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
32. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I



- nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
33. Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
34. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation.
35. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
- (a) all persons employed by Respondent to perform duties within Texas; and
  - (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
36. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
37. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
38. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

39. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

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

**Legal Name of Respondent:** Aliviane, Inc.



**Signature of Authorized Representative**

March 21, 2019

**Date Signed**

Ivonne Tapia, Chief Executive Officer

**Printed Name and Title of Authorized Representative**

(915) 782-4000

**Phone Number**

17416814857003

**Federal Employer Identification Number**

(915) 782-4040

**Fax Number**

0767339480000

**DUNS Number**

itapia@aliviane.org

**Email Address**

1626 Medical Center

**Physical Street Address**

El Paso, Texas 79902

**City, State, Zip Code**

**Mailing Address, if different**

**City, State, Zip Code**

HHS Contract No. \_\_\_\_\_

**Attachment 2-**  
**Security and Privacy Initial Inquiry**  
**[Attach Completed SPI Here]**



**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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


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

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

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



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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chief Executive Officer
APPLICANT ORGANIZATION Aliviane, Inc.	DATE SUBMITTED March 21, 2019

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### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION		
Aliviane		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	* First Name: Ivonne	Middle Name:
* Last Name: Tapia		Suffix:
* Title: Chief Executive Officer		
* SIGNATURE: 	* DATE: March 21, 2019	