

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000539700123
UNDER THE SUBSTANCE USE DISORDER PREVENTION
YOUTH PREVENTION SELECTIVE**

I. PURPOSE

The **Health and Human Services Commission** (“System Agency”), a pass-through entity, and **Ysleta del Sur Pueblo** (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for Youth Prevention Selective (YPS) 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 \$1,024,605.00. The funding by State Fiscal Year is as follows:

1. Fiscal Year 2020, September 1, 2019 through August 31, 2020: \$204,921.00
2. Fiscal Year 2021, September 1, 2020 through August 31, 2021: \$204,921.00
3. Fiscal Year 2022, September 1, 2021 through August 31, 2022: \$204,921.00
4. Fiscal Year 2023, September 1, 2022 through August 31, 2023: \$204,921.00
5. Fiscal Year 2024, September 1, 2023 through August 31, 2024. \$204,921.00

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. Copy of current Certified Prevention Specialist (CPS), Advanced Certified Prevention Specialist (ACPS), or Associate Prevention Specialist (APS) certifications/designations of all certified/designated prevention staff along with the Program Staffing Form.
3. CMBHS Security Attestation Form and Listing of Authorized Users
4. CIP – Fall Semester
5. CIP- Spring Semester
6. CIP- Summer Term
7. Financial Status Reports (FSRs)
8. Performance Measures
9. Curriculum Outcome Measures
10. Closeout Documents – Annual Report

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 Erales, Contract Manager

Grantee

Ysleta del Sur Pueblo
119 South Old Pueblo Road
El Paso, TX, 79907
Attention: Eugene Michael Silvas, Tribal Governor

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. 49th Street, MC 1911*
Austin, TX 78756
Attention: General Counsel

Grantee

Ysleta del Sur Pueblo

119 South Old Pueblo Road
El Paso, TX, 79907
Attention: Eugene Michael Silvas, Tribal Governor

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

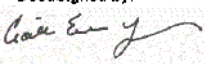
Federal Award Identification Number (FAIN):	B08TI010051-18
Federal Award Date:	10/01/2017
Name of Federal Awarding Agency:	Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)
CFDA Name and Number:	93.959
Awarding Official Contact Information: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

SIGNATURE PAGE FOLLOWS

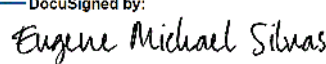
SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000539700123

HEALTH AND HUMAN SERVICES COMMISSION

YSLETA DEL SUR PUEBLO

DocuSigned by:

C80071B7835C4E9...
Cecile Young

Chief Deputy Executive Commissioner

DocuSigned by:

F4CB683895C3480...
Eugene Michael Silvas

Name: Eugene Michael Silvas

Title: Governor

Date of execution: August 18, 2019

Date of execution: August 20, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000539700123 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 APPLICATION FOR SOLICITATION No. HHS0000776

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. PURPOSE

To provide Youth Prevention Selective (YPS) services that promote a proactive process to address health and wellness for individuals, families, and communities by enhancing protective factors that increase knowledge, skills, and attitudes for making healthy choices. Selective prevention strategies target subgroups known to be at higher risk for substance use and misuse than the general population.

Services will address the State's four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids use, and prescription drug misuse.

Grantees providing YPS services will work together with other System Agency-funded substance abuse prevention programs to address substance use and misuse, follow the Strategic Prevention Framework (SPF) 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 <http://journals.sagepub.com/doi/pdf/10.1177/109019818801500401>.

II. GOAL

To provide selective prevention services that include strategies delivered to subgroups of the general population determined to be at risk for substance use and misuse.

III. GRANTEE RESPONSIBILITIES

A. GENERAL RESPONSIBILITIES

Grantee will:

1. Provide prevention services and activities:
 - a. In accordance with the rules in [title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
 - b. To the identified primary and secondary populations where the target population is located;
 - c. As specified in grantee's response to the solicitation document; and
 - d. As approved by the system agency.
2. Provide family-specific strategies, as appropriate,
3. Implement all required YPS activities only in counties approved by the system agency.
4. coordinate prevention service delivery with other System Agency-funded Grantees and other community partners to address gaps in services.
5. develop and implement written confidentiality policies and procedures.
6. Securely store and maintain privacy and confidentiality of information and records concerning participants and their family members.
7. Ensure all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.

8. Maintain policies and procedures as required by [1 TAC §392.511](#) and applicable laws, and make them available for inspection by the System Agency. Grantee will develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in a prevention program.
9. Follow the National Standards for Culturally and Linguistically Appropriate Services in the 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:
 - a. people of color;
 - b. people with low educational and/or socioeconomic status;
 - c. people with limited English proficiency;
 - d. persons with disabilities;
 - e. Native American Tribes;
 - f. military and veteran personnel and their families;
 - g. people who live in Colonias and;
 - h. persons who identify as lesbian, gay, bisexual, transgender, and queer (and/or questioning) (LGBTQ).
10. Ensure all participants have the right to be: free from abuse; neglect and exploitation; treated with dignity and respect; and make a complaint to Grantee or the System Agency at any time.
11. Implement the following Center for Substance Abuse Prevention (CSAP) strategies at the percentage effort noted below. These strategies will be comprehensive and age-appropriate activities:
 - a. Prevention Education (Percentage of Effort = 70%) is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum proven to promote desired outcomes based on effective implementation strategies. Prevention education activities will target the Service Area specified in Grantee's response to the originally funded solicitation document, and demonstrate an effort to avoid the duplication of prevention education services. Grantee will:
 - i. Ensure that individuals delivering prevention education have received the developer's curriculum training through the System Agency-funded training entity prior to service delivery.
 - ii. Conduct activities with fidelity according to the curriculum developer and document each session for this strategy using the System Agency-approved form. In addition, Grantee will document each curriculum cycle using the System Agency-approved form.
 - iii. Use System Agency-approved procedures (including the System Agency-approved templates) for obtaining consent from participants and their parents/legal guardians. Grantee will maintain all relevant consent documentation on file.

- iv. Administer System Agency provided curriculum pre- and post- tests for all participants enrolled in prevention education. Online access to all required forms or templates will be provided by the System Agency.
- v. Adhere to System Agency guidelines and expectations regarding the administering of all curriculum pre- and post- tests and maintain all pre- and post- tests in participant files for review by the System Agency.
- b. Information Dissemination (Percentage of Effort = 15%) 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 Alcohol, Tobacco, and Other Drug (ATOD) Presentations or through Media Awareness Activities.
 - i. ATOD Presentations are conducted as stand alone, age-appropriate activities that increase knowledge or create awareness to the State's four prevention priorities. Grantee will conduct the information dissemination activities and document this strategy using the System Agency-approved template.
 - ii. Media Awareness Activities are marketing campaigns that serve the target population. Grantee will 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>), to create a successful media campaign and coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded Grantees to develop and/or promote a consistent statewide message.
 - iii. ATOD Presentations and Media Awareness Activities that focus on minors and tobacco and other nicotine products will include information on tobacco/nicotine cessation, Texas tobacco laws as they apply to minors, and health consequences associated with the use of tobacco and other nicotine products.
- c. Positive Alternatives and Community-Based Processes (Percentage of Effort = 10%)
 - i. **Positive Alternatives** provide fun, challenging, and structured activities with supervision so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol and drug-free activities are provided with the intent to help people, particularly young people, stay away from situations that encourage use of alcohol, tobacco or other drugs.
 - 1) This strategy is documented using the System Agency-approved template. Any activities, including Positive Alternatives, that occur off-site or involve participant travel, require written consent from all participants and their parents/legal guardians.
 - 2) Allowable costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever amount is less. Funds exceeding this amount will have prior approval from the System Agency.
 - ii. **Community-Based Processes** 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 and treatment services; educate and mobilize the community toward prevention efforts; and provide the Grantee with opportunities to obtain meaningful Community Agreements (CAs) with agencies, community sites, Prevention Resource Centers (PRCs) and other stakeholders that enhance prevention efforts. A Community Agreement may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), and/or a Memorandum of Agreement (MOA). CAs will represent diversified resources that may include, but are not limited to: mentoring, substance abuse prevention related data, behavioral health services, counseling, school success, and other health and human needs.

Grantee will:

- 1) Participate in, and collaborate with, System Agency-funded coalitions in order to strengthen and promote prevention activities, and promote behavioral health environmental strategies. If a System Agency-funded coalition is not located within the Grantee's service area, the Grantee will then collaborate with a non-System Agency-funded coalition, and/or
 - 2) Conduct and/or participate in Community-Based Education and Mobilization Activities. Such activities may include, but are not limited to, participation in community health fairs, parent-teacher nights, school board meetings, and other related community-based activities.
- d. Identification of Problems and Referral to Services (Percentage of Effort = 5%) includes determining when the needs of participant requires 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.

B. REPORTING REQUIREMENTS

Grantee will use System Agency-approved templates for all reporting requests. Online access to all required forms or templates will be provided by the System Agency.

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 Addiction Professionals (TCBAP) website at www.tcbap.org.

Grantee will:

1. Submit Curriculum Implementation Plans (CIP) outlining the prevention education activities to be conducted during this fiscal term submitted to the System Agency for each school semester (Fall and Spring) as well as a Summer term.
2. Submit a Program Staffing Form to the System Agency providing details of all direct prevention program staff for the Grantee's System Agency-funded prevention programs.

3. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
4. 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.
5. Ensure all CPS/ACPS certifications and APS designations are current or renewed within 30 days of expiration and submit the renewals along with an updated Program Staffing Form.

C. WAIVERS/REVISION REQUESTS

Grantee will:

1. Receive written approval from the System Agency and the Curriculum Developer prior to implementing any adaptations or modifications to the curriculum implementation structure. Modification to the implementation structure of the curriculum may include the frequency of session delivery or modification to the length of each session but is not applicable to any modification of the grade range for which the System Agency has not expressly approved.
 - a. System Agency will consider a request to modify the grade range only in the case that the National Registry of Evidence-Based Programs and Practices (NREPP) of SAMHSA revises and expands a target grade range for a curriculum based on the addition of evaluation research demonstrating statistically significant effectiveness.
 - b. Grantee will submit this request in writing, and obtain written approval from the System Agency, prior to the delivery of any amended prevention services to the target population.
2. In the event an individual responsible for delivering curriculum is unable to receive and complete formal curriculum training through the System Agency-funded training entity prior to service delivery, Grantee will:
 - a. Submit an In-House Curriculum Training Waiver for System Agency approval using the System Agency-approved form.
 - b. Ensure that individuals delivering prevention education have received the developer's curriculum training prior to service delivery.
 - c. Receive written approval from the System Agency prior to implementing in-house curriculum training.
 - d. Ensure that any individual receiving in-house curriculum training will complete formal curriculum training through the System Agency-funded training entity by the due date required in the System Agency-approved In-House Curriculum Training Waiver.
 - e. Ensure any individual conducting in-house curriculum training has completed formal curriculum training from the System Agency-funded training entity no more than three (3) years prior to the proposed in-house training date.

D. POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. Secure CAs with schools, community sites, and any agency, business or community partners, having an interest in the target population. CAs will be:
 - a. Established prior to service delivery;
 - b. Renewed on an annual basis where applicable;
 - c. Individualized as much as possible to address the needs of each particular school, community site, or partnering agency;
 - d. Secure CAs with schools and community sites where prevention education services will be conducted to establish a detailed outline of the service delivery and implementation structure. The CA will establish responsibilities of entering parties based on guidelines from the System Agency-approved template; and
 - e. Secure CAs with community partners who have an interest in the primary or secondary target populations designed to ensure accessible services for program participants and their families, providing a network for service coordination and referrals that address gaps in services and the needs of participants that are beyond the scope of prevention.
2. At the beginning of the solicitation period, receive curriculum for all program staff completing curriculum training through the System Agency-funded training entity.
3. Maintain curriculum and all related materials throughout the solicitation period by completing the Curriculum Inventory Tracking Form annually, provided by the System
4. Agency, and maintain a copy for System Agency review upon request. Provide prevention services in a secure, 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.
5. Develop and maintain current written policies and procedures, available for System Agency review, 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.
6. Ensure that the Prevention Program Director conducts and documents quarterly fidelity and quality assurance checks of all required strategies provided by prevention program staff and maintain all documentation of these checks on file and make them available for review by the System Agency upon request.
7. Post and make available in English and Spanish the System Agency-developed prevention Participant Rights document during the delivery of educational sessions. Additional languages, appropriate to the population being served, may be requested and will be developed by the System Agency for use by the Grantee. Postings will be conveyed in an appropriate manner to participants who has an impairment of vision, hearing, or cognition.
8. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.

9. Post the hours and days of operation at all building entrances of Grantee's administrative site. Standard days of operation will reflect a forty-hour workweek Monday through Friday.
10. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
11. Ensure that the Prevention Program Director paid under this Contract attends the System Agency's Annual Directors' Meeting
12. Ensure that the Prevention Program Director and at least one Prevention Specialist, paid under this Contract, attend the System Agency's Annual Prevention Provider Meeting.
13. Submit any additional documents and information as requested by the System Agency staff for determining and assessing program technical assistance needs.
14. Ensure that all staff providing YPS services receives a copy of this Statement of Work (SOW) and any revised sows.

E. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. Not employ or allow a subcontractor to use any individual who is on probation or parole to deliver prevention services to youth and their families.
2. Prior to employment, conduct criminal background checks and pre-employment drug testing of Grantee's potential employees and subcontractors who will deliver prevention services or have direct contact with youth and their families.
3. Conduct annual criminal background checks for Grantee's current staff and subcontractors who will deliver prevention services or have direct contact with youth and their families.
4. Conduct criminal background checks of interns or volunteers who will deliver prevention services or have direct contact with youth and their families.
5. 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 their families.
6. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, interns, and volunteers who work directly with youth and their families.
7. Develop and maintain policies and procedures that require individuals (staff, subcontractors, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
8. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement and make available to the System Agency for review upon request.
9. Maintain documentation of each criminal background check and all drug testing and make available to System Agency upon request.

F. STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. Hire the number of prevention program staff specified in the Grantee's response to the solicitation document within 30 days of the start date of this Contract, as approved by the System Agency. This will include the following:
 - a. A Prevention Program Director, dedicated at a minimum of 25%, who will be responsible for ensuring that contractual requirements are fulfilled and provide oversight and coordination for prevention services of this Contract.
 - b. A minimum of one (1) Prevention Program Specialist who will conduct prevention program services for this Contract.
2. Ensure that the Prevention Program Director and any individual providing oversight or assisting in the coordination of programmatic services 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. CPS certification is required within 12 months of employment.
3. Ensure that each Prevention Specialist, and any individual providing prevention services, achieves, at a minimum, an APS designation within 20 months of employment in this program. Grantee will submit a copy of Prevention Specialist'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.
4. Ensure that the Prevention Program Director and all Prevention Specialists complete the following required trainings as specified below:
 - a. Evidence-Based Curriculum Training – This required training will be completed through the System Agency-funded training entity prior to curriculum delivery.
 - i. Prevention Program Director for this Contract will complete the evidence-based curriculum training for the specified curriculum in the Grantee's response to the solicitation document, as approved by the System Agency. The training will be completed within 60 days from the start of this Contract or within 60 days from the date of hire for the position, whichever is later. To ensure the most up-to-date information, and to provide the most effective oversight, Prevention Program Director will receive curriculum training on each curriculum they provide oversight every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.
 - ii. Prevention Specialists working under this Contract will complete the training for the implementation of the evidence-based curriculum specified in the Grantee's response to the solicitation document, as approved by the System Agency. To ensure the most up-to-date information on effective delivery of the curriculum, all Prevention Specialists conducting Prevention Education curriculum, will receive training in the curriculum they deliver every three (3) three years through the System Agency-funded training

entity. Grantee will maintain documentation of successful completion for System Agency review upon request.

- b. 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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;
 - iv. Communication; and
 - v. Prevention across the lifespan.
- c. 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:
 - i. 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.
 - ii. maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- d. Prevention Continuing Education – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and/or job-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
 - i. Planning and Evaluation;
 - ii. Prevention Education and Service Delivery;
 - iii. Communication;
 - iv. Community Organization;
 - v. Public Policy and Environmental Change; and
 - vi. Professional Growth and Responsibility.

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

Prevention Continuing Education hours may be obtained through the System Agency-funded training entity, the Annual Prevention Provider meeting; the Annual Texas Behavioral Health Institute (TBHI); 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. All CEUs will be obtained prior to the end of each funded fiscal year and made available to System Agency for review.

- e. Cardiopulmonary Resuscitation (CPR) and First Aid Certifications – Grantee will ensure that all prevention staff complete CPR and First Aid certifications within 60 days of employment for this Contract or have valid certifications upon hire. All certifications will be maintained as current and reported on the Program Staffing Form. All certifications will be maintained within the employee's file and made available for System Agency review upon request.
 - f. 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.
 - g. 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 will be coordinated by the System Agency-funded training entity.
5. 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:
 - a. Cardiopulmonary Resuscitation (CPR) and First Aid – This is a one-time required training. Documentation of completion will be maintained for all volunteers and/or interns providing on-going assistance in prevention activities for System Agency review upon request.
 - b. Prevention Training for Volunteers/Interns – This is a one-time required training to be conducted through the System Agency-funded training entity. Documentation of the completion of this training will be maintained for System Agency review upon request and will be maintained for all volunteers/interns providing on-going assistance in prevention activities.
 6. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

G. GUIDANCE ON ALLOWABLE PURCHASES

1. Gift cards, used as a requirement of a Family-Focused program where a food-based activity is provided, may be provided to families, participating in the family-focused program.
2. 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 or snacks will be reasonable. Food or snacks may be donated from outside stakeholders and/or businesses, but is not considered as match unless considered an allowable purchase.
3. T-shirts with a "no use" message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.

4. Materials used to educate and/or create awareness of the harmful effects of alcohol, tobacco, and other drugs, or that engage participants in prevention activities may be purchased. The cost for these materials will be reasonable.
5. Costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever is less. Grantee will receive written approval from the System Agency prior to the delivery of any Positive Alternative event exceeding \$500 or \$10 per participant.

H. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

1. Submit all documents identified below by the due dates specified by the System Agency. Grantee will submit documents to the assigned contract manager and designated substance abuse mailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.

Report Form	Due Date*
Program Staffing Form	By the 30th day after the Contract start date. Within 10 business days of a revision.
Copy of CPS, APS, and/or ACPS certifications of any supervisory employees and any other employees having a current certification/designation	By the 30th day after the Contract start date, and within 10 days of any new certifications or renewals.
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 th and March 15 th
Curriculum Implementation Plan (CIP) – Fall Semester	By the 30th day after the Contract start date.
CIP – Spring Semester	January 31
CIP –Summer Term	May 31
Financial Status Reports (FSRs)	Last business day of the month following the end of each quarter of the fiscal term. *Last FSR is due 45 days after the end of this fiscal term.
Performance Measures	15th of each month following the month being reported. Submit into the CMBHS reporting system.
Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit into the CMBHS reporting system each individual curriculum cycle and the associated outcomes.
Closeout Documents – Annual Report	45 days after the end of the fiscal term.

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

2. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.
3. In regions 8, 9, 10, and 11, document the number of participants receiving services who are residents of a Colonia (an unincorporated community within 62 miles of the international border), which will be reported along with the monthly performance measures submitted into the CMBHS system.
4. Comply with the System Agency's definition of completion rate as follows:
Completion rate is the number of youth who complete the curriculum cycle being reported (the number of youth that attend the required number of curriculum sessions) divided by the number of youth who were enrolled per group cycle. Grantee will achieve an 80% completion rate per curriculum cycle.
5. Provide per request for the System Agency information 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.

I. BILLING INSTRUCTIONS

1. Grantee shall submit all invoices to the System Agency through CMBHS monthly.
2. Grantee shall be paid on a monthly basis and in accordance with services performed under this Contract.
3. All invoices must reference Purchase Order Number.

J. INVOICE AND FINANCIAL REQUIREMENTS

Grantee shall:

1. 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.
2. Be paid on a monthly basis and in accordance with services performed under this Contract.
3. 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.
4. 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>.
5. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
6. 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.

ATTACHMENT A-1
STATEMENT OF WORK SUPPLEMENTAL

A. CONTRACT INFORMATION

Vendor ID:	74-1851338
Grantee Name:	Ysleta del Sur Pueblo
Contract Number:	HHS000539700123
Contract Type	Prevention
Payment Method:	Cost Reimbursement
DUNS Number:	74860404
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): El Paso

C. POPULATION SERVED

1. The primary population is youth Pre-Kindergarten to 12th grade who are at risk for substance use and misuse because they belong to a subgroup of the general population that is known to have risk factors that increase the likelihood of substance use and misuse. Targeted subgroups may be defined by, but not limited to, academic factors such as school failure or truancy, and place of residence such as high drug-use or low-income neighborhoods.

2. The secondary population may include:
 - a. parents, grandparents, guardians, and siblings of youth participants, and
 - b. community members in the funded service area.

D. RENEWALS

No renewal options available for this Contract.

E. CONTACT INFORMATION

Name:	Regina Eroles
Email:	Regina.Eroles@hhsc.state.tx.us
Telephone:	(512) 206-5134
Address:	909 W 45 th 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 15th of the following month for the month being reported. **If the 15th falls on a weekend, the report is due the next business day following the 15th.*

Measure:	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	Annual Goal
Number of youth receiving prevention education (approved evidence-based curriculum)	410	410	234	116	1170
Number of adults receiving prevention education (approved evidence-based curriculum)	0	0	0	0	0
Number of adults involved in Positive Alternatives	156	156	234	234	780
Number of youth involved in Positive Alternatives	312	312	468	468	1560
Number of alcohol, tobacco, and other drugs (ATOD) Presentations	36	21	26	21	104
Number youth attending alcohol, tobacco, and other drugs (ATOD) Presentations	364	208	260	208	1040
Number adults attending alcohol, tobacco, and other drugs (ATOD) Presentations	182	104	130	104	520
Number of social media messages related to the Statewide Media Campaign (YPU, YPS, YPI)	12	12	12	12	48
Number of youth attending Community-Based Education and Mobilization Activities	312	312	468	468	1560

Number of adults attending Community-Based Education and Mobilization Activities	156	156	234	234	780
--	-----	-----	-----	-----	-----

J. PERFORMANCE MEASURES DEFINITIONS AND GUIDANCE:

1. Number of youth receiving prevention education (approved evidence-based curriculum)

Prevention education is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum (see Appendix B: HHSC-Approved Curriculum List by Grade Level and Program Type) proven to promote desired outcomes based on effective principles. These sessions follow a structured evidence-based curriculum, build on skills in a sequential manner and offer culturally and developmentally appropriate objectives for the approved target population.

Guidance:

Report the number of new youth enrolled to receive prevention education services.

Youth must be reported for the month they first attended a prevention education session.

Sessions must be appropriate and adequate in duration and intensity according to the age, gender, ethnicity and other needs of the approved target population.

Sessions must be implemented according to the state's approved implementation structure and as designed by the curriculum developer.

2. Number of adults receiving prevention education (for programs implementing approved evidence-based family-focused curriculum only)

Prevention education is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum (see Appendix B: HHSC-Approved Curriculum List by Grade Level and Program Type) proven to promote desired outcomes based on effective principles. These sessions follow a structured evidence-based curriculum, build on skills in a sequential manner and offer culturally and developmentally appropriate objectives for the approved target population.

Guidance:

Report the number of new adults enrolled to receive prevention education services in a family-focused program.

Adults must be reported for the month they first attended a prevention education session.

Sessions must be appropriate and adequate in duration and intensity according to the age, gender, ethnicity and other needs of the approved target population.

Sessions must be implemented according to the state's approved implementation structure and as designed by the curriculum developer.

3. **Number of youth involved in Positive Alternatives**

Positive Alternatives provide fun, challenging, and structured activities with supervision so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol- and drug-free activities help people, particularly young people, to stay away from situations that encourage use of alcohol, tobacco or illegal drugs.

Guidance:

Report the number of youth involved in each Positive Alternative conducted that month.

Positive Alternatives were formerly known as Alternative Activities.

These activities must be free of substance use, but discussion of substances is not necessary. The activities themselves have been proven to positively impact substance use outcomes among participants.

Each activity must take place for at least 30 minutes with the same participants.

4. **Number of adults involved in Positive Alternatives**

Positive Alternatives provide fun, challenging, and structured activities with supervision so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol- and drug-free activities help people, particularly young people, to stay away from situations that encourage use of alcohol, tobacco or illegal drugs.

Guidance:

Report the number of adults involved in each Positive Alternative conducted that month.

Positive Alternatives were formerly known as Alternative Activities.

These activities must be free of substance use, but discussion of substances is not necessary. The activities themselves have been proven to positively impact substance use outcomes among participants.

Each activity must take place for at least 30 minutes with the same participants.

5. **Number of alcohol, tobacco, and other drugs (ATOD) Presentations**

ATOD Presentations are conducted as standalone, age-appropriate activities that increase knowledge or create awareness of the state's four prevention priorities.

Guidance:

Report the number of ATOD Presentations made that address one or more of the State's four prevention priorities.

This measure captures the number of presentations, not the number of people in attendance at the presentations. For example, your program conducts four ATOD presentations in September. You would report four presentations for the month of September.

Each presentation must take place over at least 30 minutes with the same audience.

6. Number youth attending alcohol, tobacco, and other drugs (ATOD) Presentations

ATOD Presentations are conducted as standalone, age-appropriate activities that increase knowledge or create awareness of the state's four prevention priorities.

Guidance:

Report the number of youth that attended ATOD Presentations.

Each presentation must take place over at least 30 minutes with the same audience.

7. Number adults attending alcohol, tobacco, and other drugs (ATOD) Presentations

ATOD Presentations are conducted as standalone, age-appropriate activities that increase knowledge or create awareness of the state's four prevention priorities.

Guidance:

Report the number of adults that attended ATOD Presentations.

Each presentation must take place over at least 30 minutes with the same audience.

8. Number of social media messages related to 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.

9. Number of youth attending Community-Based Education and Mobilization Activities

Community-Based Education and Mobilization Activities educate and/or mobilize community stakeholders and enhance prevention efforts.

Guidance:

Report the number of youth attending Community-Based Education and Mobilization Activities.

Such activities may include, but are not limited to participation in:

- a. Community health fairs
- b. Parent-teacher nights
- c. School board meetings
- d. Other related community-based activities to enhance community connectedness and/or educate the community on prevention services

10. Number of adults attending Community-Based Education and Mobilization Activities

Community-Based Education and Mobilization Activities educate and/or mobilize community stakeholders and enhance prevention efforts.

Guidance:

Report the number of adults attending Community-Based Education and Mobilization Activities.

Such activities may include, but are not limited to participation in:

- a. Community health fairs
- b. Parent-teacher nights
- c. School board meetings
- d. Other related community-based activities to enhance community connectedness and/or educate the community on prevention services

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:

- The Catalog of Domestic Federal Assistance (CFDA) number for the SAPT Block Grant is 93.959.
- 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)

- A. 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:
 1. Counseling the individual with respect to TB
 2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual
 3. Appropriate medical evaluation and treatment for individuals infected by mycobacteria TB
- B. For clients denied admission on the basis of lack of capacity, the Grantee must refer such clients to other providers of TB services.
- C. 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 Contractor 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

- A. 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.

- B. If the Grantee serves an injecting drug-abusing population, the Grantee must give preference to treatment as follows:
 - 1. Pregnant injecting drug users
 - 2. Other pregnant substance abusers
 - 3. Other injecting drug users
 - 4. All others
- C. 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.
- D. The Grantee must make interim services available within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- E. The Grantee must offer interim services, when appropriate, that include, at a minimum¹, the following:
 - 1. 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
 - 2. Referral for HIV or TB treatment services, if necessary
 - 3. Counseling pregnant women on the effects of alcohol and other drug use on the fetus
 - 4. Refer pregnant women for prenatal care

45 CFR § 96.132 ADDITIONAL REQUIREMENTS

- A. The Grantee must make continuing education in substance abuse treatment and prevention available to employees who provide the services.
- B. The Grantee must have in effect a system to protect patient records from inappropriate disclosure, and the system must:
 - 1. Comply with all applicable State and Federal laws and regulations, including 42 CFR part 2
 - 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

- A. 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:
 - 1. The individual cannot be effectively treated in a community-based, nonhospital, residential treatment program
 - 2. 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
 - 3. A physician makes a determination that the following conditions have been met:
 - a. The primary diagnosis of the individual is substance abuse, and the physician certifies that fact
 - b. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program

¹ Interim services may also include federally approved interim methadone maintenance.

- c. The service can reasonably be expected to improve the person's condition or level of functioning
- d. The hospital-based substance abuse Contractor follows national standards of substance abuse professional practice
- 4. 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)

B. Further, the Grantee cannot expend SAPT Block Grant funds to:

- 1. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment
- 2. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds
- 3. Provide financial assistance to any entity other than a public or nonprofit private entity
- 4. Make payments to intended recipients of health services
- 5. Provide individuals with hypodermic needles or syringes
- 6. 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:

- A. 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.
- B. Secure from individuals or clients payments for services in accordance with their ability to pay.

Audit

The Grantee shall adhere to the following requirements:

- A. If the Contractor 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 Contractor 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.

- B. The Grantee must also submit a data collection form and reporting package to the Federal Audit Clearinghouse.
- C. 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.
- D. 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.
- E. 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

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

- E. 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.
- F. If the Grantee is a religious organization, the Grantee must:
 - 1. Use generally accepted auditing and accounting principles to account for SAPT Block Grant funds similar to other nongovernmental organizations.
 - 2. Segregate Federal funds from non-Federal funds.
 - 3. Subject Federal funds to audits by the government.
 - 4. 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:

- A. Within seven (7) days, notify the State whenever the Grantee has reached 90 percent of its treatment capacity.
- B. Admit each individual who requests and is in need of treatment for intravenous drug abuse:
 - 1. No later than fourteen (14) days after making the request, or
 - 2. 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
- C. Offer interim services, when appropriate, that include, at a minimum, two (2) of the following:
 - 1. 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
 - 2. Referral for HIV or TB treatment services, if necessary
 - 3. Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women
- D. 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.
- E. Maintain a mechanism that enables the program to:
 - 1. Maintain contact with individuals awaiting admission
 - 2. 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

² Interim services may also include federally approved interim methadone maintenance.

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. The Substance Abuse Prevention Treatment Block Grant, CFDA number 93.959 requires a five percent match requirement.
- C. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- D. Funding
 1. System Agency Share total reimbursements will not exceed \$1,024,605.00 for the period from September 1, 2019 through August 31, 2024, as follows:
 - a. Fiscal Year 2020, September 1, 2019 through August 31, 2020 - \$204,921.00
 - b. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$204,921.00
 - c. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$204,921.00
 - d. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$204,921.00
 - e. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$204,921.00
 2. For each Fiscal Year noted in Section D, (1) (a-e), Grantee shall provide a five percent (5%) match requirement of \$10,246.00.
 3. Total Contract Amounts, per fiscal year, is documented below:
 - a. Fiscal Year 2020, September 1, 2019 through August 31, 2020 - \$215,167.00
 - b. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - \$215,167.00
 - c. Fiscal Year 2022, September 1, 2021 through August 31, 2022 - \$215,167.00
 - d. Fiscal Year 2023, September 1, 2022 through August 31, 2023 - \$215,167.00
 - e. Fiscal Year 2024, September 1, 2023 through August 31, 2024 - \$215,167.00
- E. 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. HHS0000076. 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 (E)(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.

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: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

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

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

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


Signature of Authorized
Representative

Date Signed

03/25/19

GOVERNOR
Printed Name and Title of
Authorized Representative
Eugene Michael Silvas,
Tribal Governor

Phone Number

(915) 859-8053

Federal Employer Identification
Number
74-1851338

Fax Number

(915) 859-2988

DUNS Number
074860404

Email Address
laustin@ydsp-nsn.gov

Physical Street Address
119 S. Old Pueblo Road

City, State, Zip Code
El Paso, Texas 79907

Mailing Address, if different

City, State, Zip Code

HHSC Uniform Terms and Conditions Version 2.16
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Responsible Office: Chief Counsel



TEXAS

Health and Human Services

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

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	4
1.1 Definitions	4
1.2 Interpretive Provisions.....	6
ARTICLE II. PAYMENT METHODS AND RESTRICTIONS.....	6
2.1 Payment Methods	6
2.2 Final Billing Submission	7
2.3 Financial Status Reports (FSRs).....	7
2.4 Use of Funds	7
2.5 Use for Match Prohibited	7
2.6 Program Income	7
2.7 Nonsupplanting.....	8
2.8 Allowable Costs.....	8
2.9 Indirect Cost Rates	8
ARTICLE III. STATE AND FEDERAL FUNDING	8
3.1 Funding.....	8
3.2 No Debt Against the State	8
3.3 Debt and Delinquencies.....	8
3.4 Recapture of Funds	8
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS	9
4.1 Allowable Costs.	9
4.2 Audits and Financial Statements	10
4.3 Submission of Audits and Financial Statements	11
ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS.....	11
5.1 General Affirmations.....	11
5.2 Federal Assurances	11
5.3 Federal Certifications	11
ARTICLE VI. INTELLECTUAL PROPERTY	11
6.1 Ownership of Work Product	11
6.2 Grantees Pre-existing Works	12
6.3 Agreements with Employees and Subcontractors	12
6.4 Delivery Upon Termination or Expiration	12
6.5 Survival	12

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE	13
7.1 Books and Records	13
7.2 Access to Records, Books, and Documents	13
7.3 Response/Compliance with Audit or Inspection Findings	13
7.4 SAO Audit.....	14
7.5 Confidentiality.....	14
ARTICLE VIII. CONTRACT MANAGEMENT AND EARLY TERMINATION	14
8.1 Contract Remedies.....	14
8.2 Termination for Convenience.....	14
8.3 Termination for Cause.....	14
ARTICLE IX. MISCELLANEOUS PROVISIONS.....	15
9.1 Amendment	15
9.2 Insurance	15
9.3 Legal Obligations	15
9.4 Permitting and Licensure.....	16
9.5 Indemnity.....	16
9.6 Assignments	16
9.7 Independent Contractor	17
9.8 Technical Guidance Letters.....	17
9.9 Dispute Resolution	17
9.10 Governing Law and Venue.....	17
9.11 Severability.....	17
9.12 Survivability	18
9.13 Force Majeure.....	18
9.14 No Waiver of Provisions	18
9.15 Publicity.....	18
9.16 Prohibition on Non-compete Restrictions	19
9.17 No Waiver of Sovereign Immunity	19
9.18 Entire Contract and Modification.....	19
9.19 Counterparts	19
9.20 Proper Authority.....	19
9.21 E-Verify Program.....	19
9.22 Civil Rights	19
9.23 System Agency Data	21

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRs)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

B. Financial Statements

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

i. HHS portal at: or,

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

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

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

i. HHS portal at:

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

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

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

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

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

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

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

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

7.4 SAO AUDIT

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

7.5 CONFIDENTIALITY

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

9.3 LEGAL OBLIGATIONS

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

9.4 PERMITTING AND LICENSURE

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

9.5 INDEMNITY

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

9.6 ASSIGNMENTS

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

9.7 INDEPENDENT CONTRACTOR

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

9.8 TECHNICAL GUIDANCE LETTERS

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

9.9 DISPUTE RESOLUTION

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

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

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

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

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

9.23 SYSTEM AGENCY DATA

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



TEXAS

Health and Human Services

Health and Human Services Commission
Special Conditions
Version 1.2
9.1.17

Contents

Article I. Special Definitions	1
Article II. General Provisions.....	2
■	2
Section 2.03 Cooperation with HHSC Vendors	2
Article III. Contractors Personnel and Subcontractors	2
Section 3.01 Qualifications	2
Section 3.02 Conduct and Removal.....	2
Article IV. Performance	2
Section 4.01 Measurement.....	2
Article V. Amendments and Modifications.....	3
Section 5.01 Formal Procedure.....	3
Section 5.02 Minor Administrative Changes.....	3
Article VI. Payment	3
Section 6.01 Enhanced Payment Procedures	3
Article VII. Confidentiality	4
Section 7.01 Consultant Disclosure	Error! Bookmark not defined.
Section 7.02 Confidential System Information.....	4
Article VIII. Disputes and Remedies.....	4
Section 8.01 Agreement of the Parties.....	4
Section 8.02 Operational Remedies	5
Section 8.03 Equitable Remedies	5
Section 8.04 Continuing Duty to Perform	5
Article IX. Damages.....	6
Section 9.01 Availability and Assessment.....	6
Section 9.02 Specific Items of Liability	6
Article X. Turnover.....	6
Section 10.01 Turnover Plan.....	6
Section 10.02 Turnover Assistance.....	7
Article XI. Additional License and Ownership Provisions	7
Section 11.01 HHSC Additional Rights	7
Section 11.02 Third Party Software.....	7
Section 11.03 Software and Ownership Rights	7
Article XII. Uniform ICT Accessibility Clause.....	8

Section 12.01	Applicability	8
Section 12.02	Definitions.....	8
Section 12.03	Accessibility Requirements	9
Section 12.04	Evaluation, Testing and Monitoring	9
Section 12.05	Representations and Warranties.....	9
Section 12.06	Remedies.....	10
Article XIII.	Miscellaneous Provisions	10
Section 13.01	Conflicts of Interest.....	10
Section 13.02	Flow Down Provisions.....	10

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 describes 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.

Ysleta del Sur Pueblo YPS

OMB Number: 4040-0007

Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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


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

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

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

Ysleta del Sur Pueblo YPS

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 Tribal Governor
APPLICANT ORGANIZATION Ysleta del Sur Pueblo	DATE SUBMITTED 03/25/2019

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



Dr. Courtney N. Phillips, Executive Commissioner

**Request for Applications (RFA)
For**

**Substance Use and Misuse Prevention Services:
Community Coalition Partnerships,
Prevention Resource Centers, and
Youth Prevention Services**

RFA No. HHS0000776

Date of Release: Monday, March 11, 2019

Responses Due: Thursday, April 4, 2019 by 2:00 p.m. CST

NIGP Class/Items:

**948/33 - Disease Prevention and Control Services
952/59 - Human Services (Not Otherwise Classified)
952/83 - Human Services Youth Program Services**

TABLE OF CONTENTS

ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY	4
1.1 Executive Summary	4
1.2 Definitions.....	5
1.3 Authority	19
ARTICLE 2. SCOPE OF GRANT AWARD	20
2.1 Program Background.....	20
2.1.1 Six Core Prevention Strategies	21
2.1.2 Individual Program Types.....	21
2.2 Community Coalition Partnerships (CCP).....	22
2.3 Prevention Resource Centers (PRC)	22
2.4 Youth Prevention Indicated (YPI).....	22
2.5 Youth Prevention Selective (YPS).....	23
2.6 Youth Prevention Universal (YPU)	23
2.7 Grant Award and Term	23
2.7.1 Available Funding.....	23
2.7.2 Grant Term.....	24
2.8 Eligible Applicants	24
2.9 Program Requirements.....	25
2.10 Scopes of Work.....	26
2.10.1 Community Coalition Partnerships (CCP) Statement of Work	27
2.10.2 Prevention Resource Center (PRC) Scope of Work	40
2.10.3 Youth Indicated Prevention (YPI) SOW	54
2.10.4 Youth Prevention Selective (YPS) SOW.....	66
2.10.5 Youth Universal Prevention (YPU) Scope of Work.....	78
2.10.6 Match	89
2.10.7 Expenditure Proposal.....	90
2.11 Performance Measures	91
2.12 Prohibitions	93
2.13 Standards	94
2.14 Data Use Agreement	95
2.15 No Guarantee of Volume, Usage or Compensation.....	95
ARTICLE 3. ADMINISTRATIVE INFORMATION	96
3.1 Schedule of Events	96
3.2 Changes, Amendment or Modification to Solicitation.....	96
3.3 Irregularities	96
3.4 Inquiries.....	97
3.4.1 Point of Contact	97
3.4.2 Prohibited Communications.....	97
3.4.3 Questions.....	97
3.4.4 Responses.....	98

3.4.5	Clarification request made by Applicant	98
3.5	Solicitation Response Composition	98
3.5.1	All Applications must be:	98
3.5.2	Submission in Separate Parts	98
3.6	Solicitation Response Submission and Delivery.....	99
3.6.1	Deadline	99
3.6.2	Labeling	99
3.6.3	Delivery.....	99
3.6.4	Alterations, Modifications, and Withdrawals	100
ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS.....		101
4.1	Three-Step Process	101
4.2	Eligibility Screening.....	101
4.3	Evaluation.....	102
4.4	Final Selection Based Upon State Priorities	102
4.5	Negotiation and Award	103
4.6	Questions or Requests for Clarification By the System Agency	104
ARTICLE 5. NARRATIVE PROPOSAL		105
5.1	Narrative Proposal.....	105
5.1.2	Project Work Plan	107
ARTICLE 6. REQUIRED APPLICANT INFORMATION.....		108
6.1	Administrative Entity Information	108
6.2	Litigation and Contract History.....	108
6.3	Conflicts	108
6.4	Affirmations and Certifications.....	108
ARTICLE 7. EXPENDITURE PROPOSAL		110
7.1	Expenditure Proposal	110
ARTICLE 8. GENERAL TERMS AND CONDITIONS.....		112
8.1	General Conditions.....	112
8.1.1	Costs Incurred	112
8.1.2	Contract Responsibility.....	112
8.1.3	Public Information Act	112
8.1.4	News Releases	112
8.1.5	Additional Information	112
ARTICLE 9. SUBMISSION CHECKLIST		114
ARTICLE 10. LIST OF FORMS, EXHIBITS, AND APPENDICES		116

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ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Health and Human Services Commission (HHSC), Medical and Social Services (MSS) Intellectual and Developmental Disabilities (IDD) **Behavioral Health Services Section** announces the expected availability of grant funds to provide Substance Use and Misuse Prevention Services. This five-year grant starts at the beginning of the State Fiscal Year (FY) 2020.

Applicants may apply for one or more of the program types. The following program types for this RFA are:

1. Community Coalition Partnerships (CCP)
2. Prevention Resource Centers (PRC)
3. Youth Prevention Indicated (YPI)
4. Youth Prevention Selective (YPS)
5. Youth Prevention Universal (YPU)

Funds are being awarded in all Health and Human Services (HHS) Health Regions of the state.

If an Applicant is proposing to provide more than one program type, a complete and separate application is required for each program type per Health Region. Special consideration will be given to applications that serve special populations, such as military/veteran families and their children, Tribal communities, homeless individuals, rural communities, Colonias, lesbian, gay, bisexual, and transgender (LGBT), and populations with health disparities related to substance use and misuse according to the state's four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids, and prescription drug misuse.

A separate **Form C** through **F**, and **Form G** through **J** as applicable to program type, must be submitted for each separate program type and curriculum.

A separate set of Budget forms (**Form N**) are required for each program type and curriculum. **The Budget must reflect expected expenses and budget categories per Health Region, in addition to the total amount that is requested.**

If a single program type is delivered in multiple sites within a Health Region, it will be scored as a single application. Texas Health Regions can be found in **Appendix C: Map of HHS Health Regions**.

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

1.2 DEFINITIONS

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

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

“Adult” means an individual 18 years or older.

“Advanced Certified Prevention Specialist (ACPS)” is an advanced professional certification conferred by the Texas Certification Board of Addiction Professionals (TCBAP) to individuals who have completed prerequisite trainings, education, work experience requirements, and have successfully completed an examination. Individuals earning this certification also qualify for the internationally recognized Prevention Specialist (PS) credential through the International Certification and Reciprocity Consortium (IC&RC).

“Annual Provider Meeting” is a meeting that provides an opportunity for continuing education, technical assistance, and face-to-face interaction with System Agency personnel. Prevention Program Directors and other staff indicated in the Statement of Work are required to attend every year.

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

“Appendix” is information and/or forms that are available in the back of the solicitation document.

“Applicant” means the entity responding to this Solicitation. May also be referred to as "Respondent."

“Associate Prevention Specialist (APS)” is a professional designation conferred by the Texas Certification Board of Addiction Professionals (TCBAP) to individuals who have completed prerequisite trainings and work experience requirements.

“ATOD” means alcohol, tobacco and other drugs.

“ATOD Presentation” is a strategy that provides awareness and knowledge of alcohol, tobacco, and other drug use, misuse and addiction and its harmful effects and consequences on individuals, families, and communities. This strategy also increases awareness about alcohol and other drug programs and services available to the general population. These shall include presentations on the state’s four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids, and prescription drug misuse.

“Behavioral Health Institute (BHI)” is an annual institute offering continuing education and networking opportunities for individuals engaged in the prevention and treatment of substance abuse and mental health conditions.

“Behavioral Health Services” means services that consist of mental health services and substance abuse prevention, intervention, and treatment services.

“Budget” means a financial schedule documented in the contract that describes how funds will be used and/or the basis for reimbursement for the provision of contracted services. The type of budget for services under the RFA will be categorical (line item). The Budget Section will be required and will be posted with the RFA as a separate package on the HHS Grants Website.

“Budget Period” means the duration of the budget, stated in the number of months the contract will contain from begin date to end date of the term of the contract. Each renewal will have its own budget period.

“Capacity Building (SPF-Step 2)” is the second step of the SPF that helps prevention professionals identify resources and build readiness to address substance use and misuse. Work involves mobilizing resources, both human and structural resources, to build a prevention system that can effectively address local problems, and to address the willingness and motivation of a community to address the identified problems. Key components of this step involve: raising community awareness, engaging diverse stakeholders, strengthening community collaboration, and enhancing the prevention workforce through training and professional development.

“Categorical Budget” means a line item financial schedule with defined expense categories documented in the contract that describes how funds will be used and/or the basis for reimbursement for the provision of contracted services.

“Center for Substance Abuse Prevention (CSAP)” is a center working under the Substance Abuse Mental Health Services Administration (SAMHSA) umbrella with a mission to improve behavioral health through evidence-based prevention approaches. CSAP works with federal, state, public, and private organizations to develop comprehensive prevention systems in the following ways. Providing national leadership in the development of policies, programs, and services to prevent the onset of illegal drug use, prescription drug misuse and abuse, alcohol misuse and abuse, and underage alcohol and tobacco use. Promoting effective substance abuse prevention practices that enable states, communities, and other organizations to apply prevention knowledge effectively. <https://www.samhsa.gov/about-us/who-we-are/offices-centers/csap>

“Certified Prevention Specialist (CPS)” is a professional certification conferred by the Texas Certification Board of Addiction Professionals (TCBAP) to individuals who have completed prerequisite trainings, work experience requirements, and have successfully

completed the examination. Individuals earning this certification also qualify for the internationally recognized Prevention Specialist (PS) credential through the International Certification and Reciprocity Consortium (IC&RC).

“Clinical Management for Behavioral Health Services (CMBHS) system” is the System Agency’s web-based clinical record-keeping system for state-contracted community mental health, substance use disorder, and substance abuse prevention service providers. CMBHS is also the primary data entry system for Substance Use and Misuse Prevention Programs performance measures.

“CMBHS Security Attestation Form” is a form through which a Grantee confirms adherence to privacy and security requirements for using CMBHS and notifies the System Agency of changes to key staff positions responsible for such adherence.

“Coalition Coordinator” is a required Community Coalition Partnerships (CCPs) position that is responsible for providing oversight for CCP activities. Specific duties are detailed in the CCP Statement of Work in the RFA **Section 2.10.1**.

“Coalition Presentation” means a standalone, age-appropriate activity that increases knowledge or creates awareness. It is focused on changing policies and influencing social norms to support or advance the coalition’s activities and strategies related to the State’s four prevention priorities.

“Colonia” means an unincorporated community within 62 miles of the international border with Mexico.

“Community” means a specific school, school district, college campus, zip code area, neighborhood, city, or a county within a Health and Human Service Commission (HHSC) region identified for services.

“Community Agreements (CA)” means written agreements established between two entities that have the same interest in meeting the needs of the eligible population being served. The agreements must promote collaboration and specify the agreed terms for providing comprehensive services for the individuals served. Such agreements include Memoranda of Understanding (MOUs), Letters of Agreement (LOAs), and Memoranda of Agreement (MOAs). These documents should bear either original signatures or electronic signatures from representatives of both entities entering into the agreement.

“Community-Based Processes (CSAP Strategy)” means a strategy that strengthens 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 and treatment services.

“Community Coalition Partnerships (CCP)” means a collaborative partnership that works toward the prevention and reduction of the illegal and harmful use of alcohol in Texas communities (with particular emphasis on reduction in youth and young adults use),

tobacco nicotine products, marijuana and other cannabinoids, and prescription drug misuse by promoting and conducting community-based and evidence-based environmental prevention strategies that have an effect on the social, cultural, political, and economic processes of the community.

“Community Mobilization” means a process that engages individuals, groups, organizations, and sectors of the population to increase awareness and prevent the use/misuse of ATOD. Community mobilization facilitates change through collective actions that address the issues of the use/misuse of ATOD.

“Community Needs Assessment” means a systematic process that helps prevention professionals identify pressing substance use and related problems and their contributing factors, and assess community resources and readiness to address these factors.

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

“Contract Term” means the period during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

“Cost Reimbursement” means a payment mechanism in which funds are provided to carry out approved activities based on an approved eight-category line-item (categorical) budget. Amounts expended in support of providing services and goods, if any, in accordance with the contract terms and conditions must be billed monthly for reimbursement unless otherwise specified in the contract. Reimbursement is based on actual allowable costs incurred that comply with the cost principles applicable to the grant that funds the contract.

“CSAP Prevention Strategies” means the six evidence-based prevention strategies developed by CSAP, including: information dissemination, prevention education, positive alternatives, environmental strategies, community-based processes, and identification of problems and referral to services.

“Cultural Competence (Guiding Principal of the SPF)” means the ability to interact effectively and respectfully with people of different cultures, practices and beliefs; to provide relevant and appropriate services to people of diverse backgrounds and promote positive outcomes for all participants.

“Culturally and Linguistically Appropriate Services (CLAS) Standards” means the standards that aim to enhance health equity, facilitate service access and utilization, improve quality and behavioral health outcomes, and help eliminate health disparities among populations served. Grantees may find additional online resources regarding the CLAS Standards and related educational guidance. Examples of online resources include, but not limited to:

<https://www.thinkculturalhealth.hhs.gov/clas>
<https://www.minorityhealth.hhs.gov>

“Curriculum Cycle” means the required number of prevention education sessions set forth by a prevention education curriculum.

“Debarment” means an exclusion from contracting or subcontracting with state agencies based on cause set forth in Title 34, Texas Administrative Code, Chapter 20, Subchapter G, §20.581-20.587 et seq.

“Due Date” means the established deadline for submission of a document or deliverable.

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

“Eligible Population” means the group of people, described demographically, who are qualified to receive program services.

“Environmental and Social Policy (CSAP Strategy)” means a strategy aimed at the settings and conditions in which people live, work, and socialize. These strategies call for change in policies – to reduce risk factors and increase protective factors – for example, tighter zoning restrictions on alcohol outlets or stronger enforcement to prevent underage purchases of alcohol or tobacco products. As these changes are carried out at the community level, they can have a sweeping impact.

“Evaluation (SPF Step 5)” is the final step of the SPF that systematically collects and analyzes information about program activities, characteristics, and outcomes to describe the challenges and successes of prevention strategies implemented.

“Evaluation Plan” means an outline of activities that assess the impact of strategies implemented as outlined in a Strategic Plan.

“Evidence-based” means a designation for models, curricula, and other interventions that have been proven effective through rigorous research methodologies.

“Evidence-based Practice Workgroup (EBPWG)” is a sub-group of the Texas Prevention Priorities Workgroup responsible for providing feedback on HHSC’s prevention efforts throughout Texas. In accordance with guidance from the Substance Abuse Mental Health Services Administration (SAMHSA), this group’s specific focus is to provide their combined knowledge and expertise of evidence based prevention strategies and interventions to help ensure that all HHSC funded substance abuse prevention efforts are efficient, effective, and evidence based for the entire population of Texas.

“Family” means the parents, brothers, sisters, other relatives, foster parents, guardians or significant others who perform the roles and functions of family members in the lives of the participants.

“Fidelity” means the extent to which the delivery of services conforms to the curriculum, protocol, and guidelines for implementation. A curriculum delivered to an approved population exactly as intended by its developer has high Fidelity and is likely to meet the intended results and outcomes.

“Financial Status Reports (FSR)” are reports submitted to the System Agency according to a schedule detailed in the contract. The FSR reflects the Contract’s approved categorical budget, cumulative allowable costs incurred through the end of the reporting quarter by budget category (e.g., personnel, equipment, supplies, etc.), budget variances, the System Agency’s share of program income, and non-System Agency funding.

“Fiscal Year” means the System Agency’s state fiscal year, September 1-August 31, unless otherwise specified.

“Fully Executed” means the point at which a contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to a proposed contract will be reimbursed before the contract is fully executed.

“Grantee” means an individual, organization, or entity that contracts with the System Agency to provide services and/or goods in accordance with the terms of the grant award and all applicable state and federal laws, rules, and regulations.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee. <https://www.hhs.texas.gov>.

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

“Identification of Problems and Referral to Services (CSAP Strategy)” is a process crucial to the prevention of substance use. This process includes determining when the behavior of people who are at high risk or who are using alcohol, tobacco, or other drugs requires education or other intensive interventions.

“Implementation (SPF Step 4)” is step four of the SPF that helps prevention professionals deliver evidence-based interventions. This step involves putting the strategic plan into action through a clear implementation plan that outlines goals to accomplish, specific steps you will take to get there, and persons/organizations responsible. It lays out expected timelines and external partners and identifies the organizational supports that are necessary for successful implementation.

“Implementation Plan” is a plan that describes how services will be delivered to the eligible population and includes specifics such as what types of participants will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. Implementation plans should also include ways to

monitor progress and Fidelity to the strategies being implemented, address preceding capacity-building steps, and factor in adaptations necessary to consider cultural diversity.

“Indicated Population” means individuals who may or may not be using substances, but may exhibit risk factors such as school failure, interpersonal social problems, delinquency, or other antisocial behaviors, or psychological problems, such as depression or suicidal behaviors that increase their chances of developing a substance abuse problem. The individuals identified at this stage, though showing signs of early substance use, have not reached the point where a clinical diagnosis of substance abuse can be made.

“Indirect Costs” are costs that have been incurred for a common or joint purpose and are not readily chargeable to a specific cost objective (commonly costs that benefit the entire organization).

“Indirect Cost Rate” is a rate for charging indirect cost – generally a percentage of direct cost or Modified Total Direct Cost (MTDC).

“Information Dissemination (CSAP Strategy)” is a strategy that increases knowledge and changes attitudes through communications. This method of learning is mainly one-way, such as classroom speakers or media campaigns.

“Institute of Medicine (IOM)” is an organization with a mission to advance and disseminate scientific knowledge to improve human health. The Institute provides objective, timely, authoritative information and advice concerning health and science policy to government, the corporate sector, the professions and the public.

“Intern” means an individual offering their services to an organization in exchange for experience. Interns may or may not be paid, and may offer their services to meet the requirements of an educational entity. All interns should have a clear job description.

“International Certification and Reciprocity Consortium (IC&RC)” is a global entity concerned with credentialing and reciprocity for prevention, addiction treatment, and recovery professionals. It provides standards and examinations to certification and licensing boards in 25 countries, 47 states and territories, 5 Native American regions, and all branches of the US military.

“Key Personnel” means an Applicant’s designated Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the Proposed Project.

“LGBT” stands for lesbian, gay, bisexual, and transgender individuals.

“Logic Model” means a flow chart or graphic display representing the logical connections between program activities and program goals. The logic model will include the identified problem in the community, the intervening variables and contributing factors, and the strategies to achieve the short and long-term outcomes to address the problem.

“Marijuana and Other Cannabinoids” means a category including all cannabis products (marijuana, hashish, etc.), cannabis derivatives (Tetrahydrocannabinol or THC, hash oil, marijuana wax, etc.) as well as any synthetic compound intended to produce effects similar to those associated with THC (spice, K2 etc.).

“Match” means the portion of total System Agency contract costs or total program commitments not borne by federal or state government, which may be cash or in-kind contributions, or a combination of both. Additional information and requirements on match are found in the System Agency Grant Technical Assistance Guide (GTAG) available on-line at: <http://www.dshs.texas.gov/contracts/cfpm.shtm>

“Media Awareness Activities” are community awareness prevention campaigns that use media in the form of TV, radio, print media, social media, or other advertising platforms to communicate a specific message to a target population.

“Minor” means an individual under 18 years of age.

“National Registry of Evidence-based Programs and Practices (NREPP)” is an evidence-based repository and review system designed to provide the public with reliable information on mental health and substance use interventions. All interventions in the registry have met NREPP’s minimum requirements for review.

“Outcome Evaluation” is a type of evaluation that measures a program’s results and helps determine whether a program or strategy produced the changes it intended to achieve.

“Outcomes” are performance measures used to determine what has been accomplished, including changes in behaviors, approaches, policies, and practices to reduce risk factors and promote protective factors because of the strategies implemented.

“Participant” means an individual who receives or has received prevention services. Significant others and/or family members of participants in prevention programs that are receiving prevention services, are also considered participants. ***All youth and adults receiving prevention services must be referred to as participants and not clients.***

“Participant Travel” means a participant relocating from one site to another during a prevention activity. A participant is said to travel any time they leave one location or campus to go to another during a prevention activity or to go to a prevention activity while under the care and/or supervision of prevention staff. Transportation by parents/guardians or school/community site staff does not count as participant travel.

“Percentage of Effort” is a percentage found in parentheses after some prevention strategies in the Statement of Work. Percentage of Effort refers to the amount of effort spent toward a particular prevention strategy. These percentages should assist in overall program planning, and Grantees are encouraged to use these percentages to guide the development of performance measures and program staffing. Strategies without a percentage of effort do not have corresponding performance measures, but the prevention strategies are still required.

“Performance Measures” mean measures that reflect the services that are critical to the program design and intended outcomes of a contractor’s services. Performance measures are specified for all System Agency-funded programs.

“Planning (SPF Step 3)” is step three of the SPF process that involves developing a strategic plan to address the priority problems and prevention goals of a community. Key components of this step involve identifying and prioritizing the relevant risk and protective factors to be addressed, selecting effective, evidence-based environmental strategies to be implemented, and building a logic model that provides a clear rationale for selecting programs or processes.

“Positive Alternatives (CSAP Strategy, also known as Alternative Activities)” mean fun, challenging, and structured activities with supervision so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol- and drug-free activities help people – particularly young people – stay away from situations that encourage use of alcohol, tobacco, or illegal drugs.

“Prescription Drug Misuse” means the use of any prescription medication by an individual other than the one to whom it was prescribed, or any use other than what was intended by the prescribing physician. This includes intentional recreational use as well as altered dosage or administration schedule.

“Prevention” is a proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles.

“Prevention Domains” mean the six (as of 2014) domains set forth by the Texas Certification Board of Addiction Professionals (TCBAP). They are as follow:

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.

“Prevention Education (CSAP Strategy)” is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. This is the core strategy for universal, selective, and indicated youth prevention programs that includes the use of structured evidence-based curricula.

“Prevention Program Director” is a required position in any organization providing any of the prevention program types of this RFA that is responsible for providing oversight to all prevention program activities. Specific duties are detailed in the Statement of Work for which the Applicant is applying listed in the RFA **Section 2.10, Scopes of Work**.

“Prevention Resource Center (PRC)” means a regional entity that provides services intended 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 its service region. PRCs serve four core functions: data resource coordination (Data Core), coordination of training and

professional development (Training Core), coordination of media awareness activities (Media Core), and coordination of Synar and tobacco prevention activities (Tobacco Prevention Core).

“Prevention Resource Center Data Coordinator” is a required PRC position responsible for conducting prevention program services related to the requirements of the Data Core.

“Prevention Resource Center Public Relations Coordinator” is a required PRC position responsible for conducting prevention program services related to the requirements of the Media Core and Training Core.

“Prevention Resource Center Tobacco Prevention Coordinator” is a required PRC position responsible for conducting prevention program services related to the requirements of the Tobacco Prevention Core.

“Prevention Specialist” means a direct service staff member working to prevent substance use and misuse through the delivery of prevention services funded through the System-Agency. This is a required position for Youth Prevention programs, and maybe be hired under the CCP and PRC programs.

“Priority Population” means a subset of the eligible population proposed by the Applicant and approved by the System Agency to receive prevention services specified for each program type.

“Proactive Process” means a process designed to anticipate and control a situation before it has occurred rather than responding after a situation is already happening.

“Process Evaluation” is a type of evaluation that examines how prevention services are delivered. It helps practitioners to determine how closely the services were implemented as planned and how well it reached the target population.

“Program” means specific activities of the provided and/or activities conducted by the Applicant.

“Program Service Area” means the geographic area specified in an Applicant’s response to the RFA, as approved by the System Agency.

“Program Type” is a category of services with a specific target population and purpose. The program types for substance use and misuse prevention programs in the RFA are:

1. Community Coalition Partnerships (CCP)
2. Prevention Resource Centers (PRC)
3. Youth Prevention Indicated (YPI)
4. Youth Prevention Selective (YPS)
5. Youth Prevention Universal (YPU)

“Project” means the work and activities for which grant funding is awarded and information is provided as part of the response to this Solicitation. During the open application period and before selection of grant recipients are made, the Project will be known as the Proposed Project.

“Project Period” is the anticipated duration of the entire Project stated in total number of budget periods.

“Protective Factors” are conditions or attributes (skills, strengths, resources, supports or coping strategies) in individuals, families, communities or the larger society that help people deal more effectively with stressful events and mitigate or eliminate risk in families and communities.

“Provider” means the same thing as “Grantee.”

“Region” is an HHS administrative service area made up of one of eleven geographic subdivisions of the state. Also referred to as Health and Human Services “Health Regions.” See, **Appendix C**.

“Regional Epidemiological Workgroup (REW)” is a regionally-based workgroup based on the principles of epidemiology, the public health science that describes the incidence, distribution, and control of a disease in a population. This regional workgroup will help prevention professionals identify and analyze community patterns of substance misuse and the various factors that influence behavior.

“Resilience” means the ability of individuals to remain healthy even in the presence of risk factors. The resilience model of prevention focuses on decreasing risks and increasing protective factors (that is, creating resilience) in the lives, families, and environments of those at risk. *Source: National Center for Mental Health Promotion and Youth Violence Prevention (2004). Risk and Resilience 101. Retrieved March 29, 2017, from <http://www.promoteprevent.org/risk-and-resilience-101>.*

“Respondent” means the entity responding to this Solicitation. May also be referred to as "Applicant."

“Retailer Education” is a process that involves the distribution of materials regarding the most up-to-date information on State laws as they relate to youth access and the general sales procedures of tobacco, e-cigarette, and other nicotine products. The purpose of retailer education is to provide retailers with the tools and information needed to establish a set of practices that promote voluntary compliance and successfully refuse purchase attempts by minors. Education should involve resource materials from the State Comptroller’s Office and other reputable resources on tobacco, e-cigarette, and other nicotine products. This includes the most recent signage materials, materials that promote the State’s Quitline, and other resources on the health dangers of tobacco and nicotine use and cessation. For additional resources regarding retailer education, visit <https://www.dshs.texas.gov/tobacco/>.

“Risk and Protective Factor Assessment” means a tool used by Youth Prevention-Indicated (YPI) programs to assess the risk and protective factors in the lives of potential participants. This assessment allows YPI providers to determine the appropriateness of candidates for YPI programming. Additionally, this can be helpful in identifying participants/families that could benefit from referral to support services.

“Risk Factors” are conditions in people’s lives that make them more likely to use alcohol, tobacco, or illicit drugs—play an important role in successful prevention strategies.

“Statement of Work” means the part of the contract that describes the services and/or goods to be delivered by the System Agency Grantee specifying the type, level and quality of service that directly relate to program objectives for a project period.

“Selective Population” means individuals who are at high risk for substance use, because they are exhibiting risk factors that increase their chances of developing a drug abuse problem, such as school failure, interpersonal social problems, delinquency, or other antisocial behaviors, or they may have parents that use drugs.

“Social Ecological Model (SEM)” is a conceptual framework developed to better understand the multidimensional factors that influence health behavior and to categorize health intervention strategies.

“Social Media” means a type of online media that expedites conversation as opposed to traditional media, which delivers content but doesn't allow readers/viewers/listeners to participate in the creation or development of the content. Twitter and Facebook are examples of social media.

“Social Norm” is the pattern of behavior in a particular group, community, or culture, accepted as normal and to which an individual is expected to conform.

“Solicitation” means a Request for Applications (RFA) including Exhibits and Addenda, if any.

“State” means the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

“State Epidemiological Outcomes Workgroup (SEOW)” is a collaboration of data experts and prevention stakeholders. The purpose of the SEOW is to identify, analyze and communicate key substance abuse and related behavioral health data to guide programs, policies and practices. In Texas this entity is known as the State of Texas Epidemiological Workgroup (STEW).

“State’s Four Prevention Priorities” are the four substance use/misuse issues determined by the System Agency to be of the greatest importance to the State. These priorities are: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids, and prescription drug misuse.

“Strategic Plan” means a plan that includes the goals, objectives, and strategies that will be implemented to target the environmental strategy(ies) that will address the problems identified in the needs assessment.

“Strategic Prevention Framework (SPF)” is a framework that is applicable to any prevention planning process that addresses substance use and mental health issues. It defines the essential traits of high-quality prevention strategies, lays out guiding principles and action steps, and offers tools communities can use to plan and build prevention programs that work. The framework includes: needs assessment, capacity building,

planning, implementation, and evaluation, and all activities must take into account sustainability and cultural competence.

“Subcontract” means a written agreement between the System Agency contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The contractor remains entirely responsible to the System Agency for performance of all requirements of the contract with the System Agency. The contractor must closely monitor the subcontractor’s performance.

“Subrecipient” means a legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.

“Substance Abuse and Mental Health Services Administration (SAMHSA)” is the agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation. SAMHSA's mission is to reduce the impact of substance abuse and mental illness on America's communities. <https://www.samhsa.gov/>

“Substance Abuse Prevention and Treatment Block Grant (SABG)” is a grant, administered by SAMHSA, is intended to help plan, implement, and evaluate activities that prevent and treat substance abuse.

“Substance Use and Misuse” means the use and misuse of any substance. The goal of prevention efforts is to eliminate or mitigate any use of illicit drugs, use of legal substances (prescription drugs, chemicals, etc.) in a way other than how they are intended to be used, and any use of a legal substance (alcohol and tobacco) by a person under the legal age of use.

“Successful Respondent” means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee, ""Awarded Applicant," "Sub recipient" or "Grant Recipient."

“Supplant” means to replace or substitute one source of funding for another source of funding. A recipient of contract funds under the RFA must not use the funds to pay any costs that the recipient is already obligated to pay. If an Applicant, prior to responding to an RFA, had committed to provide funding for activities defined in the contract’s Statement of Work, then the Applicant must provide the amount of funding previously committed in addition to the amount requested under the RFA.

“Support Services” mean any resource that might be beneficial to participants or families. This includes but is not limited to basic needs, healthcare, mental health, and financial assistance services.

“Sustainability (Guiding Principal of the SPF)” is ensured for prevention outcomes by building stakeholder support for your program, showing and sharing results, and obtaining steady funding.

“Synar Amendment” is an amendment to the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act enacted in July of 1992. This amendment named for

its sponsor, Mike Synar of Oklahoma, aims to reduce youth access to tobacco. It requires all states (as well as the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and six Pacific jurisdictions) to enact and enforce laws prohibiting the sale or distribution of tobacco products to individuals under the age of 18. States must comply with the amendment in order to receive their full Substance Abuse Prevention and Treatment Block Grant (SABG) awards. <https://www.samhsa.gov/synar/about>

“System Agency” means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

“Texas Certification Board of Addiction Professionals (TCBAP)” is an autonomous arm of the Texas Association of Addiction Professionals, and a member of the International Certification and Reciprocity Consortium (IC&RC). This entity provides standards and examinations for prevention credentials in Texas.

“Texas Prevention Priorities Workgroup (TPPWG)” is a cross-agency collaborative group that serves as an advisory council to aid in the detection of gaps in services and overlapping of efforts, streamlining of available services and resources. They provide a valuable avenue of substance abuse prevention effort collaboration at the state level.

“The Texas College Survey of Substance Use” is a biennial collection of self-reported data related to alcohol and drug use, mental health status, risk behaviors, and perceived attitudes and beliefs among college students in Texas. Conducted by the Public Policy Research Institute (PPRI) with the Texas Health and Human Services Commission (HHSC), a representative sample of students from select colleges and universities are invited to participate.

“The Texas School Survey of Drug and Alcohol Use (TSS)” is an annual collection of self-reported tobacco, alcohol, inhalant, and substance (both illicit) use data from students in grades 7 through 12 in Texas public schools. The survey is sponsored by the Texas Department of State Health Services (DSHS) and administered by the Public Policy Research Institute (PPRI). The Texas School Survey is offered to all school throughout the state on an annual basis. PPRI actively recruits about 20% of Texas public schools with grades 7 through 12 to participate in the statewide assessment during the spring of even-numbered years. These schools are randomly selected and are not selected based on student demographics or other characteristics.

“Tobacco and Nicotine Products” is a category that includes any combustible tobacco product (cigarettes, cigars, pipe tobacco, etc.), non-combustible tobacco products (chewing tobacco, snuff, snus, etc.), as well as any product containing nicotine (e-cigarettes/vaporizers, candies, etc.).

“Twelve Community Sectors” are the basic representation guidelines for community coalitions. They include: youth, parents, business, media, school, youth-serving organizations, law enforcement, religious/fraternal organizations, civic/volunteer groups, healthcare professionals, state/local/tribal governments, and other substance abuse organizations.

“Underage Alcohol Use” means the consumption of any alcohol product by persons under the legal drinking age in the state of Texas.

“Universal Population” means members of the general population such as all students in a school that have not been identified on the basis of individual risk.

“Vendor Identification Number (Vendor ID No., VIN)” is the fourteen-digit number needed for any entity to contract with the State of Texas and which must be set up with the State Comptroller’s Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3-digit mail code. The VIN includes all the numbers in the Texas Identification Number(s), including a three-digit mail code for a total of 14 digits.

“Volunteer” means an individual providing a specific service at no cost, in accordance with a job description.

“Young Adult” means an individual 18-25 years of age who meets the program requirements to participate in a System Agency-funded prevention program.

“Youth” means an individual under 18 years of age or for youth prevention programs up to age 21 as appropriate to the curriculum and if still enrolled in high school.

“Youth Prevention Indicated (YPI)” means a comprehensive program that provides prevention activities (Prevention Education, Information Dissemination, Positive Alternatives, Community-Based Processes, and Identification of Problems and Referral to Services) targeting an indicated population. Specific duties are detailed in the Statement of Work for which the Applicant is applying listed in the RFA **Section 2.10.3**.

“Youth Prevention Selective (YPS)” means a comprehensive program that provides prevention activities (Prevention Education, Information Dissemination, Positive Alternatives, Community-Based Processes, and Identification of Problems and Referral to Services) targeting a selective population. Specific duties are detailed in the Statement of Work for which the Applicant is applying listed in the RFA **Section 2.10.4**.

“Youth Prevention Universal (YPU)” means a comprehensive program that provides prevention activities (Prevention Education, Information Dissemination, Positive Alternatives, Community-Based Processes, and Identification of Problems and Referral to Services) targeting a universal population. Specific duties are detailed in the Statement of Work for which the Applicant is applying listed in the RFA **Section 2.10.5**.

1.3 AUTHORITY

The System Agency is requesting applications under Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Services (PHS) Act, which established the Substance Abuse Prevention and Treatment Block Grant (SABG) Program; and Texas Government Code Chapters 531, to the extent applicable

ARTICLE 2. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

The development of this grant for primary Substance Use and Misuse Prevention Services is based on federal regulation ([45 CFR §96.125](#)) requiring states to use at least 20 percent of their Substance Abuse Prevention and Treatment Block Grant (SABG) allotment towards primary prevention. Federal regulation requires states to develop a comprehensive primary substance use and misuse prevention program that includes activities and services provided in a variety of settings directed at individuals who have not been determined to require treatment for a substance use disorder within the Institute of Medicine's (IOM) Continuum of Care. The substance use and misuse prevention programs outlined in this RFA, align with the Texas Statewide Behavioral Health Strategic Plan (<https://hhs.texas.gov/sites/default/files/050216-statewide-behavioral-health-strategic-plan.pdf>) and the Substance Abuse and Mental Health Services Administration's (SAMHSA) guidance on substance use and misuse and information found in the *Focus on Prevention* literature (<https://store.samhsa.gov/product/Focus-on-Prevention/sma10-4120>).

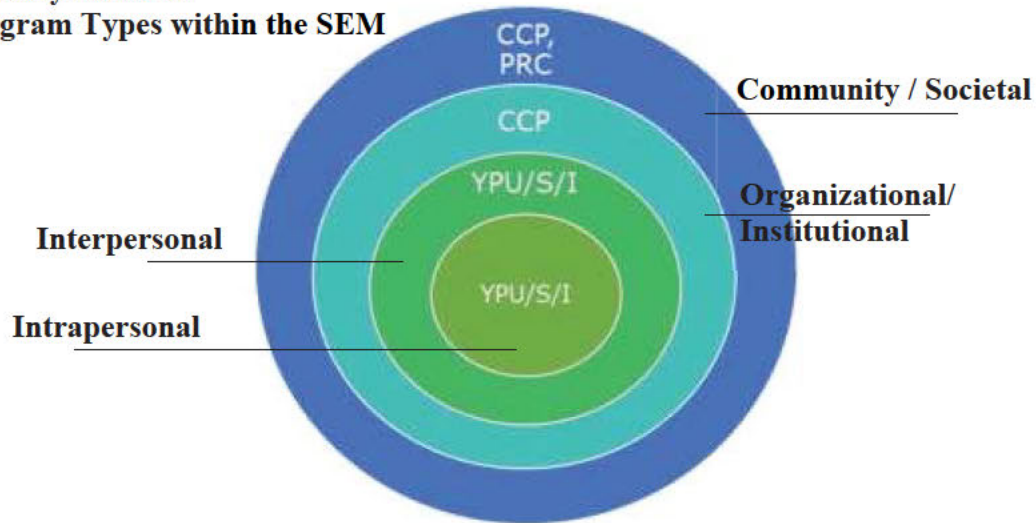
Grantees providing substance use and misuse prevention services follow the Strategic Prevention Framework (SPF) planning process of SAMHSA (<https://www.samhsa.gov/capt/applying-strategic-prevention-framework>) as a guide to assist communities in planning and implementing prevention strategies, programs, and activities. The SPF is a five-step process used to help communities reduce risk-taking behaviors, promote resilience, and prevent problem behaviors in individuals and families across the life span. This framework is based on several critical principles: prevention as a continuum; the methods of prevention are the same for many diseases, behaviors, and disorders; successful prevention decreases risk factors while enhancing protective factors; prevention strategies should use proven practices within systems that work; systems of prevention services work better than isolated efforts; information and tools should be shared across service systems; and substance use should be addressed comprehensively.

Grantees must strengthen prevention efforts and strategies for coordination across multiple levels of impact following the Social Ecological Model (SEM). The SEM is a conceptual framework developed to better understand the multidimensional factors that influence health behavior and to categorize health intervention strategies (McLeroy et al., 1988). Intrapersonal factors are the internal characteristics of the individual of focus and include knowledge, skills, attitudes, and beliefs. Interpersonal factors include social norms and interactions with significant others, such as family, friends, and teachers. Organizational/institutional factors are social and physical factors that indirectly impact the individual of focus (e.g., zero tolerance school policies, classroom size, and mandatory workplace drug testing). Finally, community/societal factors include neighborhood connectedness, collaboration between organizations, and policy.

The SEM proposes that behavior is impacted by all levels of influence, from the intrapersonal to the societal, and that the effectiveness of health promotion programs is

significantly enhanced through the coordination of interventions targeting multiple levels. For example, changes at the community level will create change in individuals and support of individuals in the population is essential for implementing environmental change.

Primary Focus of Program Types within the SEM



2.1.1 Six Core Prevention Strategies

The programs being funded through this grant adhere to the six core prevention strategies developed by SAMHSA's Center for Substance Abuse Prevention (CSAP) that can be applied to most substance use issues and can help shape prevention plans. These six prevention strategies are the core of the program services identified in this grant:

1. Information Dissemination;
2. Prevention Education;
3. Positive Alternatives;
4. Environmental Strategies;
5. Community-Based Processes;
6. Problem Identification and Referral.

2.1.2 Individual Program Types

Eligible entities may apply to provide substance use and misuse prevention services in any of the 254 counties in Texas. All program types will address the State's four prevention priorities: underage alcohol use, underage tobacco and nicotine products use, marijuana and other cannabinoids use, and prescription drug misuse. Grantees of this RFA will work together with other System Agency-funded Grantees to address substance use and misuse. This grant offers five individual program types that are listed as follows:

1. Community Coalition Partnerships (CCP)
2. Prevention Resource Centers (PRC)
3. Youth Prevention Indicated (YPI)
4. Youth Prevention Selective (YPS)
5. Youth Prevention Universal (YPU)

2.2 COMMUNITY COALITION PARTNERSHIPS (CCP)

These programs work in the community to engage and mobilize various sectors of the community to implement evidence-based environmental strategies with a primary focus on changing policies and influencing social norms related to substance use and misuse. Coalitions utilize the Strategic Prevention Framework (SPF), a 5-step process to guide the selection, implementation, and evaluation of effective, culturally appropriate, and sustainable prevention activities. Grantees must address alcohol/underage drinking along with one or more of the other State prevention priorities of marijuana use, prescription drug misuse, or tobacco use based on the identified needs of the community. The primary population is adolescents, young adults ages 18-25 in colleges and universities, and the general community. CCPs must work with other System Agency-funded Grantees to address substance use and misuse. CCPs **do not** provide or subcontract for prevention education, and skills training, or positive alternatives.

2.3 PREVENTION RESOURCE CENTERS (PRC)

These programs work to increase the capacity of the statewide substance use and misuse prevention system. PRC programs 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. The primary target population is all System Agency-funded substance use and misuse prevention providers in the health region. The target population may also include school administrators and teachers, community groups and coalitions, Education Services Centers (ESCs), Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs), substance use disorder intervention and treatment organizations, law enforcement, healthcare entities, healthcare providers, pharmaceutical entities that hold information about substance use or prescription medication, tobacco retailers, higher education institutions, and community stakeholders including youth, students, parents, and residents in Texas. PRCs also support the federal Synar requirement by conducting voluntary tobacco retail compliance checks throughout the state to help reduce youth access to tobacco and other nicotine products. PRCs also serve as a point of contact and provide local coordination with our statewide prevention training entity to host prevention trainings in each region.

2.4 YOUTH PREVENTION INDICATED (YPI)

Youth Prevention Indicated (YPI) strategies target individuals due to initiative behaviors and/or related risk factors that place the individual at an elevated risk for substance use and misuse. The primary population is youth in grades 6th through 12th (or youth up to age 18 who are currently not enrolled in school) that meet the program and curriculum criteria. While the target population may show early signs of substance use and misuse, indicated services are not designed for individuals with a diagnosable substance use disorder. The secondary population may include: (a) parents, grandparents, guardians, and siblings of youth participants, and (b) community members in the funded service area.

2.5 YOUTH PREVENTION SELECTIVE (YPS)

Youth Prevention Selective (YPS) strategies target subgroups known to be at higher risk for substance use and misuse than the general population. The primary population is youth Pre-Kindergarten to 12th grade who are at risk for substance use and misuse because they belong to a subgroup of the general population that is known to have risk factors that increase the likelihood of substance use and misuse. Targeted subgroups may be defined by, but not limited to, academic failure, truancy, or residing in economically challenged neighborhoods or communities high in gang violence. The secondary population may include: (a) parents, grandparents, guardians, and siblings of youth participants, and (b) community members in the funded service area.

2.6 YOUTH PREVENTION UNIVERSAL (YPU)

Youth Prevention Universal (YPU) strategies take the broadest approach and are designed to reach entire groups or populations. Universal prevention strategies may target schools, workplaces, or whole communities. The primary population is all youth, Pre-Kindergarten to 12th grade, from the general population. The secondary population may include: (a) parents, grandparents, guardians, and siblings of youth participants, and (b) community members in the funded service area.

2.7 GRANT AWARD AND TERM

2.7.1 Available Funding

The total amount of state funding available utilizing Substance Abuse Prevention and Treatment Block Grant for the Substance Use and Misuse Program Services is **\$47 Million**, and it is HHSC's intention to make multiple awards throughout each health region for YPI, YPS, YPU, and CCP. In addition, the intention is to grant one award in each health region for PRCs. Large requests for state funding may not be fully funded in order to ensure that funds are available for the broadest possible array of communities and programs.

Minimum Award Amounts by Program Type

Program Type	Minimum Award Amount
CCP	\$125,000
PRC	\$250,000
YPI, YPS, YPU	\$150,000/Youth Only \$200,000/Family-focused

Applicant should only apply for the necessary funds required to provide the proposed services based on organizational capacity, population, and regional needs.

Applicants will budget and provide a five percent (5%) Match based on the amount requested to be awarded for each Program Type and curriculum. Match may be provided either in cash or in-kind. Cash match must be made from funds eligible to be used as matching funds.

Grants awarded as a result of this RFA will be funded on a cost reimbursement basis and only to the extent that matching funds have been certified by the grant recipient on a dollar for dollar basis. Under the cost reimbursement method of funding, grant recipients are required to finance operations with their own working capital with grant payments made by HHSC to reimburse the grant recipients for actual cash disbursements to be supported by adequate documentation.

2.7.2 Grant Term

It is anticipated that the grant funding will begin September 1, 2019 and continue through August 31, 2024. A five-year contract will be issued with five fiscal terms as follows:

Year	Fiscal Year	Fiscal Term Begins	Fiscal Term Ends
1	2020	September 1, 2019	August 31, 2020
2	2021	September 1, 2020	August 31, 2021
3	2022	September 1, 2021	August 31, 2022
4	2023	September 1, 2022	August 31, 2023
5	2024	September 1, 2023	August 31, 2024

There will be required reporting for each fiscal term. Continued funding for each fiscal term is at the sole discretion of HHSC. Funding is subject to change each fiscal year and is contingent upon the availability of funds and satisfactory performance of the Grantee. Reimbursement will only be made for allowable expenses that occur within each fiscal term.

2.8 ELIGIBLE APPLICANTS

Eligible Applicants include *nonprofit entities, tribal and governmental entities who have experience providing substance use and misuse primary prevention services*, and must comply with the criteria listed in this **Section 2.8, Eligible Applicants** and **Section 2.9, Program Requirements**. For-profit entities are not eligible to apply for funds under this RFA. To be awarded a contract as a result of this RFA, an Applicant:

1. Must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.
2. Must have a Texas address. A post office box may be used when the proposal is submitted, but the Applicant must conduct business at a physical location in the Texas region where services are to be provided prior to the date that the grant is awarded.
3. Must be in good standing with the U.S. Internal Revenue Service.
4. Is ineligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in federal or state assistance programs.

5. May **be ineligible for contract award** if the proposal identifies concerns regarding concerns regarding the future viability of the Grantee, material non-compliance or material weaknesses that are not satisfactorily addressed, as determined by HHSC.
6. Staff members, including the executive director, must not serve as voting members on their employer's governing board.
7. In compliance with Comptroller of Public Accounts Statewide Procurement and Support Services rules, 34 Texas Administrative Code, Chapter 20, HHSC, Procurement and Contracting Services (PCS) requires name searches be conducted using the websites listed in this section prior to the development of a contract. **An Applicant is not considered eligible to contract with HHSC if a name match is found on any of the following lists:**
 - a. OIG List of Excluded Individuals and Entities—Federal Exclusions at: <https://exclusions.oig.hhs.gov/>;
 - b. The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search—State <https://oig.hhsc.state.tx.us/Exclusions/search.aspx>; and
 - c. Texas Comptroller of Public Accounts (CPA) Debarment List located at: http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
8. **Must be** on the Secretary of State (SOS) listing at <https://direct.sos.state.tx.us/acct/acct-login.asp> if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies.

Applicant is not considered eligible to apply unless it meets the eligibility conditions to the stated criteria listed above at the time the application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. HHSC expressly reserves the right to review and analyze the documentation submitted and to request additional documentation and determine the Applicant's eligibility to compete for the grant award.

2.9 PROGRAM REQUIREMENTS

To meet the mission and objectives of Substance Use and Misuse Prevention Services, Grantee must:

1. Hire and maintain a workforce of appropriately trained staff that can sustain the programmatic requirements and daily functions of the proposed services. Applicant must have sufficient staff to provide services to the target number of participants proposed. Staff must maintain at least the minimum credentials for each program type outlined in the respective scope(s) of work listed in this RFA.
2. Demonstrate a clear understanding of the Strategic Prevention Framework (SPF) and the Social Ecological Model (SEM) outlined in this RFA.
3. Meet at least the required minimum organizational capacity expressed in this RFA. These requirements are as follows:
 - a. Applicant must have the capacity to begin delivering services within 30 days of the contract start date.

- b. Applicant must maintain regular business hours that are reflective of at least a forty-hour work week. Applicant must post all business hours.
 - c. Applicant's organization must have an established Executive Leadership in the form of Executive Management, a Board of Directors, an Advisory Council, or other governing body.
 - d. Applicant must have a Prevention Program Director in place within 30 days of the contract start date. Prevention Program Director must be designated at a minimum of 25% to the proposed program and must have at least the minimum credentialing requirements as outlined in the Statement of Work (SOW) for the respective program.
4. Have pre-established relationships within the proposed target community, school district or service area. Applicant must submit a minimum of five (5) Letters of Agreement from various stakeholders within the proposed target community or service area. An Applicant who has not previously held a contract with HHSC or the legacy Department of State Health Services (DSHS), for substance use and misuse prevention services in the last five (5) years, may submit five (5) Letters of Support in lieu of Letters of Agreement.
 5. Clearly identify the intended target population and target community or service area in the RFA proposal.
 6. Establish and implement strategies and subsequent activities that address gaps in services and address the identified needs of individuals residing in the proposed target service area with consideration of special populations, such as military/veteran families and their children, Tribal communities, homeless individuals, rural communities, Colonias, LGBT, and populations with health disparities related to substance use and misuse according to the state's four prevention priorities.
 7. Have the capacity to disseminate information through social media and collaborate with HHSC's statewide prevention media campaign.
 8. Establish services that are accessible to all qualifying individuals. Applicant must adhere to Culturally and Linguistically Appropriate Services (CLAS) standards. This includes on-going training that is relevant to the scope of work for staff within the Applicant's organization.
 9. Establish and maintain policies and procedures for program evaluation and continuous quality improvement.
 10. Monitor all required performance measures.
 11. Submit System Agency-required reports for each Program Type.

2.10 SCOPES OF WORK

Applicants may apply for one or more of the Program Types (except for PRC). Applicants must submit a complete and separate proposal for each proposed Program Type. Applicants applying for a YPI, YPS, or YPU Program Type will be required to submit a complete and separate proposal for each proposed curriculum and age range.

The Program Types for this RFA are:

1. Community Coalition Partnerships (CCP)
2. Prevention Resource Centers (PRC)

3. Youth Prevention Indicated (YPI)
4. Youth Prevention Selective (YPS)
5. Youth Prevention Universal (YPU)

The Scopes of Work for the five (5) Program Types are as follows:

2.10.1 Community Coalition Partnerships (CCP) Statement of Work

The purpose of the Community Coalition Partnership is to mobilize the community to implement evidence-based environmental strategies with a primary focus to change policies and influence social norms related to substance use and misuse. Community Coalition Partnerships (CCPs) will address the State's four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids, and prescription drug misuse.

Grantees providing CCP services will work together with other System Agency-funded substance use and misuse prevention programs to address substance use and misuse, follow the Strategic Prevention Framework (SPF) 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, Grantees

will provide services that help address prevention 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.

2.10.1.1 GOALS

1. To utilize the SAMHSA Strategic Prevention Framework model as a planning process for preventing substance use and misuse. The five-step process includes Assessment, Capacity Building, Planning, Implementation, and Evaluation. Cultural Competence and Sustainability are guiding principles which are utilized throughout the process.
2. To prevent and reduce substance use and misuse with a specific focus on the State's four prevention priorities and any additional prevention priorities specific to the target community, as approved by the System Agency.
3. To create community awareness regarding the health consequences of substance use and misuse through the dissemination of information across a wide variety of media outlets and distribution networks specific to the identified prevention priorities.
4. To increase citizen participation and commitment among all sectors of the community towards reducing substance use and misuse.

2.10.1.2 TARGET POPULATION

1. The primary population is adolescents (ages 12-17) and young adults (ages 18-25) within the approved service area.
2. The secondary population is the general population across the lifespan within the approved service area.

2.10.1.3 SERVICE AREA

Service area is proposed by the Applicant and may consist of an area code, zip code, or specific area of a community intending to be served.

2.10.1.4 GRANTEE RESPONSIBILITIES

2.10.1.4.1 GENERAL RESPONSIBILITIES

1. Program Implementation
 - a. Grantee will provide prevention services and activities:
 - b. In accordance with the rules in [Title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
 - c. To the identified primary and secondary populations 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. Coalitions will utilize the SPF process to guide the selection, implementation, and evaluation of evidence-based, culturally appropriate, and sustainable prevention activities.
 - a. **Assessment** - the first step of the Strategic Prevention Framework (SPF) that helps prevention professionals identify important substance use and related problems, and their contributing factors. It identifies relevant risk and protective factors from a variety of data sources. This step provides information to help prioritize specific substance use problems, identify factors related to the problems, as well as assesses community resources and readiness to address them.
Grantee will:
 - i. In years one and five of the contract term, submit a comprehensive Community Needs Assessment (CNA) that guides the identification of community prevention priorities based on local data and resources.
 - ii. Ensure that coalition members participate in the completion of the CNA and document their participation by providing coalition meeting minutes and sign-in sheets and attach these documents to the CNA.
 - iii. Submit the year one CNA to the System Agency and System Agency-funded Prevention Resource Center for review and any necessary technical assistance. The CNA must be documented using the System Agency-approved form and include characteristics of the targeted communities.
 - iv. Submit the year five CNA with updated information based on local data to the System Agency and System Agency-funded Prevention Resource Center for review and any necessary technical assistance. The CNA must be documented using the System Agency-approved form.
 - b. **Capacity Building** – Step two of the SPF helps prevention professionals identify resources and build readiness to address substance use and misuse. Work involves mobilizing both human and structural resources to build a prevention system that

can effectively address local problems and assess **the willingness and** motivation of a community to address the identified problems. Key components of this step involve raising community awareness, engaging diverse stakeholders, strengthening community collaboration, and enhancing the prevention workforce through training and professional development.

Grantee will:

- i. Secure, or provide written documentation of effort to secure, coalition membership of one or more active representatives from each of the following community sectors within the identified service area:
 - A. Youth and young adults
 - B. Parents
 - C. Business communities
 - D. Media
 - E. Schools
 - F. Organizations that serve youth or young adults
 - G. Law enforcement agencies
 - H. Faith-based organizations
 - I. Civic and volunteer groups
 - J. Healthcare professionals
 - K. State and local and/or tribal government agencies with expertise in the field of substance abuse
 - ii. Provide additional required representation within Grantee service area (Recovery community, Education Service Centers, and Local Mental Health Authorities)
- c. **Planning** – Step three of the SPF involves developing a strategic plan to address the identified priority problems and prevention goals of a community. Key components of this step involve identifying and prioritizing the relevant risk and protective factors to be addressed, selecting effective, evidence-based environmental strategies to be implemented, and building a logic model that provides a clear rationale for selecting programs or processes.

Grantee will:

- i. Complete and submit a Logic Model, using the System Agency-approved form, which details the connection between community needs and program strategies that will be implemented to address the State's four prevention priorities. The Logic Model will guide coalition activities for the duration of the five-year contract term.
- ii. Ensure that coalition members participate in the completion of the Logic Model.
- iii. Document participation in coalition meeting by providing meeting minutes and sign-in sheets and attach these documents to the Logic Model.
- iv. Submit the Logic Model to the System Agency and System Agency-funded Prevention Resource Center for review and any necessary technical assistance.

- v. In the first fiscal term of the Contract, complete and submit a five-year Strategic Plan that uses the goals identified in the Logic Model to develop strategies for addressing environmental, policy, and/or social norm changes.
 - vi. Ensure coalition members participate in the completion of the Strategic Plan.
 - vii. Document participation in Strategic Plan development by submitting coalition meeting minutes and sign-in sheets and attach these documents to the Strategic Plan.
 - viii. Submit a five-year Strategic Plan to the System Agency and System Agency-funded prevention Resource Center for review and any necessary technical assistance and must be documented using the System Agency-approved form.
- d. **Implementation** - Step four of the SPF helps prevention professionals deliver evidence-based strategies/interventions. This step involves putting the strategic plan into action through a clear implementation plan that outlines the goals to accomplish, specific steps to achieve the goals, and persons/organizations responsible. It lays out expected timelines and external partners and identifies the organizational supports that are necessary for successful implementation. Implementation plans should also include ways to monitor progress and Fidelity of the strategies being implemented, address preceding capacity-building steps, and factor in adaptations necessary to consider cultural diversity.

Grantee will:

- i. Develop an Annual Implementation Plan that details current year coalition activities derived from the goals and objectives of the five-year Strategic Plan.
- ii. Ensure that coalition members participate in the completion of the Implementation Plan.
- iii. Document participation by providing coalition meeting minutes and sign-in sheets and attach these documents to the Implementation Plan.
- iv. Submit the Implementation Plan to the System Agency and System Agency-funded Prevention Resource Center for review and any necessary technical assistance.

A. **Community-Based Processes (Percentage of Effort = 35%)** 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. Community-based education and mobilization activities in this strategy include educating and mobilizing the community toward prevention efforts and provides the Grantee with opportunities to obtain meaningful Community Agreements (CAs), increase coalition membership, and create community awareness. A Community Agreement may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), and/or a Memorandum of Agreement (MOA). CAs will represent diversified resources that may include, but are not limited to: mentoring, substance use and misuse prevention related data (e.g. Prevention Resource

Centers), youth prevention program services, behavioral health services, counseling, school success, and other health and human needs.

Grantee will:

- I. Collaborate with other System Agency-funded coalitions in order to strengthen and promote prevention activities. If another System Agency-funded coalition is not located within the Grantee's service area, Grantee will collaborate with a non-System Agency-funded coalition.
- II. Conduct and/or participate in Community-Based Education and Mobilization Activities. Such activities may include, but are not limited to, participation in community health fairs, parent-teacher nights, school board meetings, and other related community-based activities.
- III. Ensure that Grantee's Program Director and Coalition Coordinator participate on System Agency scheduled conference calls for project updates, training and technical assistance.
- IV. Collaborate and share data with the System Agency-funded Statewide Epidemiological Outcomes Workgroup (SEOW), Statewide Evaluator, and System Agency-funded Prevention Resource Center (PRC) Regional Data Coordinator in order to ensure data collection efforts result in continuous quality.

- B. Environmental and Social Policies (Percentage of Effort = 40%)** 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.

Grantee will:

- I. Implement environmental strategies and activities that target policy and social norm changes within the identified community/county(ies).
- II. Ensure that all environmental strategies and social policy activities implemented are directly related to the Grantee's Strategic Plan.
- III. Conduct the activities as stated above and document this strategy using the System Agency-approved template.

- C. Information Dissemination (Percentage of Effort = 20%)** increases knowledge and changes attitudes through communications. Information dissemination may be conducted in the form of Coalition Presentations or Media Awareness Activities.

Coalition Presentations are conducted as standalone, age-appropriate activities that increase knowledge or create awareness. They are focused

on changing policies and influencing social norms related to the State's four prevention priorities. Grantee will conduct the activities as stated above and document this strategy using the System Agency-approved form. Online access to all required forms will be provided by the System Agency.

Media Awareness Activities are marketing campaigns that serve the target population.

Grantee will:

- a. Follow guidelines described in the SAMHSA toolkit, *Focus on Prevention- Strategies and Programs to Prevention Substance Use* (<https://store.samhsa.gov/product/Focus-on-Prevention/sma10-4120>).
- b. Coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded Grantees (i.e. PRCs, CCPs, and YPs-Universal, Selective and Indicated) to promote a consistent statewide message.
- c. Support the environmental strategies identified in the Grantee's Strategic Plan.
- d. Focus on the State's four prevention priorities, related to the targeted environmental, policy, or social norm change.

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.

F. Evaluation - The final step of the SPF involves systematic collection and analysis of information about program activities, characteristics, and outcomes to describe the challenges and successes of implemented strategies. Evaluation results are used to improve the effectiveness of a prevention program.

Grantee will:

- i. In first fiscal term, submit an Evaluation Plan that will outline the activities to assess the impact of strategies implemented as outlined in the five-year Strategic Plan.
- ii. Ensure that coalition members participate in the completion of the Evaluation Plan. Document participation by providing coalition meeting minutes and sign-in sheets and attach these documents to the Evaluation Plan.
- iii. Submit the Evaluation Plan to the System Agency and System Agency-funded Prevention Resource Center, January 30, 2020 for review and any necessary technical assistance.
- iv. Submit subsequent fiscal terms Evaluation Report that utilizes the Evaluation Plan to evaluate the impact of strategies implemented in the previous year, as

outlined in the five-year Strategic Plan. The outcomes of this report will be used to inform the Implementation Report.

- v. Ensure that coalition members participate in the completion of the Evaluation Report. Document participation by providing coalition meeting minutes and sign-in sheets, and attach these documents to the Evaluation Report.
 - vi. Submit a Quarterly Report that details progress of coalition activities.
- e. **Sustainability** – is one of the two guiding principles throughout the SPF and is defined as the process of achieving and maintaining long-term results.
- i. Grantee will develop and implement at least three sustainability strategies that will help maintain the efforts and long-term results of the Coalition by the end of the contract term. The process and progress to develop and implement these strategies will be reported in the annual report every year.
 - ii. Grantee will document plans for the sustainability of coalition efforts through the completion of the Sustainability section of the Strategic Plan.
- f. **Cultural Competence** – is one of the two guiding principles throughout the SPF and is defined as the ability to interact effectively with members of diverse population.
Grantee will:
- i. Ensure that the CCP prevention staff members are culturally competent and understand the cultural characteristics of the target communities in their Region.
 - ii. Have a formal policy to reflect the CCP coalition's cultural competency efforts; maintain current policies and procedures and make them available for System Agency review upon request.
 - iii. Follow the National Standards for Culturally and Linguistically Appropriate Services in the Health and Health Care (The National CLAS Standards, 2013) for the proposed target population and demonstrate good-faith efforts to reach out to underserved population. 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, and transgender and queer or questioning (LGBTQ).
 - iv. Document application of CLAS standards by completing CLAS section of Quarterly Reporting form.
- g. **Collaboration on Tobacco Retail Education** – Grantee will collaborate with the PRC on Tobacco Retail Education endeavors as needed to prevent tobacco use.

2.10.1.4.2 POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. 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.
2. 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.
3. Post the hours and days of operation at all building entrances. Standard days of operation will reflect a forty (40)-hour workweek, Monday through Friday.
4. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
5. 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 make available for review by the System Agency upon request.
6. Maintain all required documentation and make them available for review by the System Agency upon request.
7. Submit any additional documents and information as requested by the System Agency staff for the purpose of determining and assessing program technical assistance needs.
8. Ensure that all activities with participants are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
9. Ensure Prevention Program Director conducts and documents quarterly Fidelity and quality assurance checks of all required strategies listed in the Implementation Plan or Report.
10. Ensure that the Prevention Program Director, and the Coalition Coordinator attend the System Agency's Annual Prevention Provider Meeting.
11. Ensure that the Prevention Program Director and the Coalition Coordinator attend the System Agency's Annual Prevention Director's Meeting.
12. Ensure all activities conducted are directly related to the activities/strategies required in the contract.
13. Ensure that all staff providing CCP services receives a copy of this Statement of Work (SOW) and any renewed SOWs.

2.10.1.4.3 CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. 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.
2. 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 or have direct contact with youth or their families.

3. Conduct annual criminal background checks for Grantee's current staff and/or sub Grantees who will deliver prevention services or have direct contact with youth and their families.
4. Conduct criminal background checks of interns or volunteers who will deliver prevention services or have direct contact with youth and/or their families.
5. 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.
6. 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 their families.
7. 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.
8. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement and make available to the System Agency for review upon request.
9. Maintain documentation of each criminal background check and all drug testing and make available to System Agency upon request.

2.10.1.4.4 STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. 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:
 - a. A Prevention Program Director, dedicated at a minimum of 25%, will be responsible for ensuring that contractual requirements are fulfilled and provide oversight and coordination of prevention staff and services of the Contract.
 - b. A Coalition Coordinator, dedicated at 100%, who will conduct prevention program services for the Contract.
2. Ensure that the Prevention Program Director, Coalition Coordinator, and any individual providing oversight or assisting in the coordination of programmatic services 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.
 - a. 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 Addiction Professionals (TCBAP) website at www.tcbap.org.
3. Ensure that each Prevention Specialist or any individual providing prevention services achieves, at a minimum, an APS designation within 20 months of employment in this program. Grantee will submit a copy of each Prevention Specialist'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.
4. Submit a Program Staffing Form to the System Agency providing details of all direct prevention program staff for all Grantee's System Agency-funded prevention programs.
 - a. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
 - b. Submit all current CPS/ACPS certifications and APS designations with the Program Staffing Form as well as maintain copies and make them available for review by the System Agency upon request.
 - c. Ensure all CPS/ACPS certifications and APS designations are current or renewed within 30 days of expiration and submit the renewals along with an updated Program Staffing Form.
 5. Prevention Program Director and Coalition Coordinator for this Contract will complete the Coalition Competency Training within 60 days from the start of the Contract or within 60 days from the date of hire for the position, whichever is later. To ensure the most up-to-date information and to provide the most effective oversight, Prevention Program Director and Coalition Coordinator will receive Coalition Competency Training every three (3) years and maintain documentation of successful completion for System Agency review upon request.
 6. Ensure that the Prevention Program Director and all Prevention Specialists complete the following required trainings as specified below:
 - a. **Coalition Competency Trainings** – This required training will be completed through the System Agency-funded training entity prior to service delivery.
 - i. Strategic Prevention Framework Overview;
 - ii. Needs Assessment and Logic Models;
 - iii. Capacity Building;
 - iv. Sustainability Training; and
 - v. Strategic Planning.
 - b. **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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;
 - iv. Communication; and
 - v. Prevention across the lifespan.
 - c. **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:

- i. Ensure that all Prevention Program staff, employed under this Contract, complete the SAPST training no later than 20 months after the date of hire of employment for this program.
 - ii. Maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- d. **Prevention Continuing Education** – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and/or job-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
- i. Planning and Evaluation;
 - ii. Prevention Education and Service Delivery;
 - iii. Communication;
 - iv. Community Organization;
 - v. Public Policy and Environmental Change; and
 - vi. 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 System Agency-funded training entity, the Annual Prevention Provider Meeting; the annual Texas Behavioral Health Institute (TBHI); 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. All CEUs must be obtained prior to the end of each funded fiscal year and made available to System Agency for review.

- e. **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 CCP prevention position, whichever is later.
 - f. **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.
 - g. **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 through the System Agency-funded training entity.
7. 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:

- a. **Cardiopulmonary Resuscitation (CPR) and First Aid** - Grantee will ensure that all volunteers/interns complete and maintain current CPR and First Aid certifications prior to the delivery of services.
 - b. **Prevention Skills Training for Volunteers/Interns** – This is a one-time required training to be conducted through the System Agency-funded training entity. Documentation of the completion of this training will be maintained for System Agency review upon request and will be maintained for all volunteers/interns providing on-going assistance in prevention activities.
8. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

2.10.1.4.5 GUIDANCE ON ALLOWABLE PURCHASES

1. 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
2. T-shirts with a “no use” message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.
3. 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 System Agency's prevention priorities or CCP related data. Expenses are limited to 10% of the Grantee's budget annually.

2.10.1.4.6 SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

1. Submit all documents identified below by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
2. Grantee’s duty to submit required documents will survive the termination or expiration of this Contract.

Report Name	Due Date*
Program Staffing Form	September 30 Within 10 business days of a revision.
Copy of CPS, APS, or ACPS certifications for the Prevention Program Director, Coalition Coordinator, any supervisory employees and any other employees having a current certification/designation	September 30
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 & March 15
Year 1 CNA	October 30

Year 5 CNA	September 15, 2023
Logic Model and Related Coalition Meeting Minutes and Documentation	November 30
Five-Year Strategic Plan and Related Coalition Meeting Minutes and Documentation	December 30 during the first fiscal term of this Contract.
Initial Evaluation Plan and Related Coalition Meeting Minutes and Documentation	January 30
Subsequent Evaluation Plan and Related Documentation	October 15 th in year 2 through 5
Final Five-Year Evaluation Report	September 15
Performance Measures	15 th of each month following the month being reported. Submit into the CMBHS reporting system.
Initial Annual Implementation Plan	February 28
Subsequent Annual Implementation Plan and Related Coalition Meeting Minutes and Documentation	October 30 th in years 2 through 5
Quarterly Reports	15th day of the month following the end of each quarter of the fiscal term
Financial Status Reports (FSRs)	Last day of the month following the end of each quarter of the fiscal term *Final FSR is due 45 days after the end of the 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.**

3. In regions 8, 9, 10, and 11, document the number of participants receiving services who are residents of a Colonia (an unincorporated community within 62 miles of the international border), which will be reported along with the monthly performance measures submitted into the Clinical Management for Behavioral Health Services (CMBHS) system.
4. Provide per request of the System Agency information 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.

2.10.1.4.7 BUDGET REQUIREMENT FOR MEDIA AWARENESS ACTIVITIES

1. Expenses are limited to 10% of the total CCP budget which shall be spent on media awareness activities that include both local regional media campaigns and support for the Statewide Media Campaign.

2. 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.
3. Media expenditures for the Statewide Media Campaign may include paid radio and television spots and paid boosting for social media content.
4. Expenses on traditional paid media platforms include print media, radio, television, billboards, and other posted signage or paid advertising space.
5. Expenditures on social media:
 - a. Approved platforms for paid social media boosting or ads include Facebook, YouTube, and Twitter
 - b. Paid media boosting or ads on social media platforms or apps other than Facebook, YouTube, or Twitter will require prior approval from HHSC.
 - c. 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.
6. Funds may not be used to create agency logos or other forms of agency branding.

2.10.2 Prevention Resource Center (PRC) Scope of Work

The purpose of the Prevention Resource Centers (PRC) is to increase the capacity of the statewide substance abuse prevention system. PRC 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.

2.10.2.1 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.

2.10.2.2 TARGET POPULATION

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) and Local Behavioral Health Authorities (LBHAs), substance use disorder intervention and treatment organizations, law enforcement, healthcare entities, healthcare providers, pharmaceutical entities that hold information about substance use or prescription medication, tobacco retailers, higher education institutions, and community stakeholders including youth, students, parents, and residents in Texas.

2.10.2.3 SERVICE AREA

Service area is proposed by the Applicant and may consist of an area code, zip code, or specific area of a community intending to be served.

2.10.2.4 GRANTEE RESPONSIBILITIES

2.10.2.4.1 GENERAL 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 the Health and Health Care (The National CLAS Standards, 2013) for the target population and demonstrate good-faith efforts to reach out to underserved population. 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 = 35%)** 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 = 20%)** 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 = 40%)** 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.
 - e.
 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.

2.10.2.4.2 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.

2.10.2.4.2.1 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:

1. 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:

- a. Conduct and attend meetings with community stakeholders to raise awareness and generate support to enhance data collection efforts within the region.
- b. 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.
- c. Support local and regional data collection strategies regarding substance use/misuse and related risk and protective factors.
- d. Document collaborative efforts using the System Agency-approved template.
2. 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:

- a. Be developed with the needs of each particular stakeholder in mind, and be individualized as much as possible;
- b. Be signed by both parties prior to service delivery, and contain begin and end dates; and
- c. Be renewed where applicable;
- d. Establish responsibilities of entering parties based on guidelines from the System Agency-approved template.
3. 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-approved form.
4. 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-approved template.

5. Participate in the System Agency Statewide Evidence-Based Practice Workgroup (EBPWG) and the System Agency Statewide Epidemiological Outcomes Workgroup (SEOW).
6. 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.

2.10.2.4.2.2 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-approved template.

Grantee will:

1. 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:
 - a. Substance use consumption patterns;
 - b. Consequence, incidence and prevalence data;
 - c. Community risk factors;
 - d. Emotional and behavioral prevalence data;
 - e. Population and cultural-specific effects; and
 - f. Data about assets that protect against substance use and misuse and promote emotional well-being.
2. Submit completed RNA for review and approval by System Agency using System Agency-approved template.
3. Receive approval from System Agency to post RNA and send an email of posting notification and URL link to the System Agency.
4. 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.

5. 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:
 - a. Participation from other System Agency-funded prevention programs;
 - b. A planning committee comprised of external stakeholders representing different sectors of the community;
 - c. Incorporation of RNA data findings where applicable; and
 - d. 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-approved form.
6. Direct community stakeholders to resources regarding data collection strategies and evaluation activities.
7. Not develop surveys or participate in primary data collection nor conduct data analysis activities on behalf of other organizations.

2.10.2.4.3 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:

1. Assist the System Agency-funded training entity by hosting trainings and coordinating host training sites.
2. Work directly with the System Agency-funded training entity to promote and coordinate regional trainings.
 - a. 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.
 - b. 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).
3. 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.
4. 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.

2.10.2.4.4 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. As part of the CSAP strategy of **Community-Based Processes**, 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:

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;
3. Be renewed where applicable; and
4. Establish responsibilities of entering parties based on guidelines from the System Agency-approved template.

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:

1. Prior to dissemination, submit region-specific Media Awareness Activities as part of the PRC Implementation Plan for System Agency review and approval.
2. 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.
3. 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.
4. 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 (**refer to Section 2.10.2.3.13 for guidance on budget requirements for Media Awareness Activities**).
5. Participate in quarterly calls with System Agency to discuss the assessment of the impact of the Media Awareness Activities.

2.10.2.4.5 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.

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:

1. 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.
2. Ensure retailers utilize the most up-to-date signage from the State Comptroller's Office.
3. 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-approved form.
 - a. 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.
 - b. 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.
 - c. 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.
4. 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-approved form.
5. 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-approved form.
6. Participate in quarterly conference calls to include System Agency, Tobacco Prevention Coordinator, and System Agency-funded Tobacco Contractor.
7. Conduct any additional tobacco-specific prevention activities as requested by the System Agency to support the goals of the PRC Tobacco Prevention Core.

2.10.2.4.6 WAIVERS/REVISION REQUESTS

Prior to the delivery of services, Grantee will obtain written approval from the System Agency for any changes to this Contract.

2.10.2.4.7 POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. Provide PRC services in accordance with 25 TAC, Chapter 447.
2. 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.
3. 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.
4. Ensure the Prevention Program Director will conduct and document quarterly Fidelity and quality assurance checks of all required activities.
5. Ensure that the Prevention Program Director, Data Coordinator, Public Relations Coordinator, and Tobacco Prevention Coordinator attend the System Agency Annual Prevention Provider Meeting.
6. Ensure that the Prevention Program Director attends the System Agency's Annual Prevention Directors' Meeting.
7. Maintain all required documentation on file and make them available for review by the System Agency upon request.
8. 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.
9. Post the hours and days of operation at all building entrances; standard days of operation will reflect a forty (40)-hour workweek, Monday through Friday.
10. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
11. Ensure that all activities conducted are directly related to the activities/strategies required in the Contract.
12. Submit any additional documents and information as requested by System Agency staff for the purpose of determining and assessing program technical assistance needs.
13. Ensure that all staff providing PRC services receives a copy of this Statement of Work (SOW) and any renewed SOWs.

2.10.2.4.8 CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. 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;
2. 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;

3. 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;
4. Conduct criminal background checks of interns or volunteers who will deliver prevention services and/or have direct contact with youth and/or their families;
5. 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.
6. 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.
7. 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.
8. 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.
9. Maintain documentation of each criminal background check and all drug testing on file and make available to System Agency upon request.

2.10.2.4.9 STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. 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:
 - a. 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.
 - b. A Data Coordinator, dedicated at 100%, who will conduct prevention program services focused on the Data Core requirements of this Contract.
 - c. 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.
 - d. A Tobacco Prevention Coordinator, dedicated at 100%, who will conduct prevention program services focused on the Tobacco Prevention Core requirements of this Contract.
2. 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.

3. Ensure that all prevention staff employed under this Contract achieves, at a minimum, an APS designation within 20 months of employment in this program.
 - a. 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.
 - b. 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.
4. 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:
 - a. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
 - b. 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.
 - c. 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.
5. Ensure that the Prevention Program Director, Data Coordinator, Public Relations Coordinator, Tobacco Prevention Coordinator, and all Prevention Specialists complete the following required trainings:
 - a. **Prevention Resource Center Competency Training** - This required training will be coordinated through the System Agency-funded training entity.
 - i. Epidemiology
 - ii. Strategic Prevention Framework
 - iii. Needs Assessment and Logic Models
 - iv. Capacity Building
 - v. Information Dissemination

All PRC staff shall 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.
 - b. **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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;

- iv. Communication; and
- v. Prevention across the lifespan.
- c. **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:
 - i. 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.
 - ii. Maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- d. **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:
 - i. Planning and Evaluation
 - ii. Prevention Education and Service Delivery
 - iii. Communication
 - iv. Community Organization
 - v. Public Policy and Environmental Change
 - vi. Professional Growth and Responsibility

In addition to the trainings listed above, training on Cultural Competence and Prevention-related Ethics, shall 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. All continuing education units shall be obtained prior to the end of each funded fiscal year.

- e. **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.
- f. **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.

- g. **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.
 - h. **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 training entity.
6. 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.
- a. **Cardiopulmonary Resuscitation (CPR) and First Aid**– Grantee will ensure that all volunteers/interns complete and maintain current CPR and First Aid certifications prior to the delivery of services.
 - b. **Prevention Training for Volunteers** – This is a one-time required training conducted through the System Agency-funded training entity.
 - c. **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 shall complete this training prior to conducting voluntary retail compliance checks. This training will be coordinated by the System Agency.
 - d. **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.
 - e. **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.
7. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

2.10.2.4.10 GUIDANCE ON ALLOWABLE PURCHASES

- 1. 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.
- 2. 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.
- 3. 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) shall comprise at least 10% of the Grantee's annual budget.

2.10.2.4.11 CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) COMPONENTS

Grantee will use the CMBHS components/functionality specified below, in accordance with the System Agency instructions:

1. Add/update Staff, (including access control and Credential maintenance)
2. Provider detail
3. Performance Measures
4. Financial Status Reports (FSR)
5. Invoices
6. Curriculum Outcome Measures

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.

2.10.2.4.12 SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

1. Grantee will submit all documents identified below by the due dates specified by the System Agency.
2. System Agency-approved required forms/templates are located at <http://www.dshs.texas.gov/sa/For-Substance-Abuse-Contractors.aspx>, unless otherwise noted.
3. Grantee will submit documents to the designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
4. Grantee's duty to submit required documents will survive the termination or expiration of this Contract.
5. 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 & March 15
PRC Implementation Plan	October 15
PRC Mid-Year Report	March 31

Regional Needs Assessment	July 30
Post Regional Needs Assessment to website and submit email to System Agency	August 31
PRC Final Report	September 15
Performance Measures	15 th of the 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.**

2.10.2.4.13 BUDGET REQUIREMENT FOR MEDIA AWARENESS ACTIVITIES

1. 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.
2. 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.
3. Media expenditures for the Statewide Media Campaign may include paid radio and television spots and paid boosting for social media content.
4. Expenses on traditional paid media platforms include print media, radio, television, billboards, and other posted signage or paid advertising space.
5. Expenditures on social media:
 - a. Approved platforms for paid social media boosting or ads include Facebook, YouTube, and Twitter
 - b. Paid media boosting or ads on social media platforms or apps other than Facebook, YouTube, or Twitter will require prior approval from HHSC.
 - c. 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.
6. Funds may not be used to create agency logos or other forms of agency branding.

2.10.3 Youth Indicated Prevention (YPI) SOW

To provide youth indicated prevention (YPI) services that promote a proactive process to address health and wellness for youth, families, and communities by enhancing protective factors that increase knowledge, skills, and attitudes for making healthy choices. Indicated prevention strategies target individuals due to initiative behaviors and/or related risk factors that place the individual at an elevated risk for substance use and misuse.

Services will address the State's four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids, and prescription drug misuse.

Grantees providing YPI services will work together with other system Agency-funded substance abuse prevention programs to address substance use and misuse, follow the Strategic Prevention Framework (SPF) 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 <http://journals.sagepub.com/doi/pdf/10.1177/109019818801500401>.

2.10.3.1 GOAL

To provide individualized services related to substance use and misuse that address specific risk conditions.

2.10.3.2 TARGET POPULATION

1. The primary population is youth in grades 6th – 12th (or youth up to age 18 who are currently not enrolled in school) that meet the program and curriculum criteria. While the target population may show early signs of substance use and misuse, indicated services are not designed for individuals with a substance use disorder.
2. The secondary population may include:
 - a. parents, grandparents, guardians, and siblings of youth participants, and
 - b. community members in the funded service area.

2.10.3.3 SERVICE AREA

Service area refers to the schools, school district, and community sites within an identified county or counties within the proposed region.

2.10.3.4 GRANTEE RESPONSIBILITIES

2.10.3.4.1 GENERAL RESPONSIBILITIES

Grantee will:

1. Provide prevention services and activities:
 - a. In accordance with the rules in [Title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
 - b. To the identified primary and secondary populations where the target population is located;
 - c. As specified in Grantee's response to the solicitation document, and
 - d. As approved by the System Agency.
2. Provide family-specific strategies, as appropriate.
3. Implement all required YPI activities only in counties approved by the System Agency.

4. Coordinate prevention service delivery with other System Agency-funded Grantees and other community partners to address gaps in services.
5. Develop and implement written confidentiality policies and procedures.
6. Securely store and maintain privacy and confidentiality of information and records concerning participants and their family members.
7. Ensure all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.
8. Maintain policies and procedures as required by [1 TAC §392.511](#) and applicable laws, and make them available for inspection by the System Agency. Grantee will develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in a prevention program.
9. Follow the National Standards for Culturally and Linguistically Appropriate Services in the Health and Health Care (The National CLAS Standards, 2013) for the target population and demonstrate good-faith efforts to reach out to under-served populations. These include, but are not limited to,
 - a. people of color;
 - b. people with low educational and/or socioeconomic status;
 - c. people with limited English proficiency;
 - d. persons with disabilities;
 - e. Native American Tribes;
 - f. military and veteran personnel and their family;
 - g. people who live in Colonias; and
 - h. persons who identify as lesbian, gay, bisexual, and transgender, and queer (and/or questioning) (LGBTQ).
10. Ensure all participants have the right to be: free from abuse, neglect and exploitation; be treated with dignity and respect; and make a complaint to Grantee or the System Agency at any time.
11. Implement the following Center for Substance Abuse Prevention (CSAP) strategies as comprehensive, age-appropriate activities:
 - a. **Prevention Education (Percentage of Effort = 70%)** is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum proven to promote desired outcomes based on effective implementation strategies. Prevention education activities will target the Service Area specified in Grantee's response to the originally funded solicitation document and demonstrate an effort to avoid the duplication of prevention education services.

Grantee will:

- i. Ensure that individuals delivering prevention education have received the developer's curriculum training through the System Agency-funded training entity prior to service delivery.
- ii. Ensure that participants meet the curriculum and program criteria, adhering to the requirements of the primary and secondary target population. Participants are referred for YPI services based on existing

- risk factors that place the participant at an elevated risk for substance use and/or misuse.
- iii. Ensure that participants are screened for program appropriateness using the System Agency-approved Risk and Protective Factor Screening Form. Grantee will not determine participant risk using clinical or treatment assessment tools.
 - iv. Conduct activities with Fidelity according to the curriculum developer and document each session for this strategy using the System Agency-approved form. In addition, Grantee will document each curriculum cycle using the System Agency-approved form.
 - v. Use System Agency-approved procedures (including the System Agency-approved templates) for obtaining consent from participants and their parents/legal guardians. Grantee will maintain all relevant consent documentation on file.
 - vi. Administer System Agency provided curriculum pre- and post- tests for all participants enrolled in prevention education. Online access to all required forms or templates will be provided by the System Agency.
 - vii. Adhere to System Agency guidelines and expectations regarding the administering of all curriculum pre- and post- tests and maintain all pre- and post- tests in participant files for review by the System Agency.
- b. **Information Dissemination (Percentage of Effort = 15%)** 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 Alcohol, Tobacco, and Other Drug (ATOD) Presentations or through Media Awareness Activities.
- i. ATOD Presentations are conducted as stand alone, age-appropriate activities that increase knowledge or create awareness to the State's four prevention priorities. Grantee will conduct the activities as stated above and document this strategy using the System Agency-approved template.
 - ii. Media Awareness Activities are marketing campaigns that serve the target population. Grantee will follow guidelines described in the Substance Abuse and Mental Health Services Administration (SAMHSA) toolkit, *Focus on Prevention- Strategies and Programs to Prevent Substance Use* (<https://store.samhsa.gov/product/Focus-on-Prevention/sma10-4120>), to create a successful media campaign and coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded Grantees (i.e. PRCs, CCPs and YPs –Universal, Selective and Indicated) to promote a consistent statewide message. System Agency guidelines will be provided.
 - iii. ATOD Presentations and Media Awareness Activities that focus on minors and tobacco and other nicotine products shall include information on: tobacco/nicotine cessation, Texas tobacco laws as they apply to minors, and health consequences associated with the use of tobacco and other nicotine products.

c. **Positive Alternatives and Community-Based Processes (Percentage of Effort =10%)**

- i. **Positive Alternatives** provide fun, challenging, and structured activities with supervision, so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol and drug-free activities help people, particularly young people, stay away from situations that encourage use of alcohol, tobacco or other drugs.
 - A. This strategy will be conducted with the above-mentioned intent and documented using the System Agency-approved template. Any activities, including Positive Alternatives, that occur off-site or involve participant travel, require written consent from all participants and their parents/legal guardians.
 - B. Allowable costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever amount is less. Funds exceeding this amount will have prior approval from the System Agency.
- ii. **Community-Based Processes** 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 and treatment services; educate and mobilize the community toward prevention efforts; and provide the Grantee with opportunities to obtain meaningful Community Agreements (CAs) with agencies, community sites, Prevention Resource Centers (PRCs) and other stakeholders that enhance prevention efforts. A Community Agreement may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), and/or a Memorandum of Agreement (MOA). CAs will represent diversified resources that may include, but are not limited to, mentoring, substance abuse prevention related data, behavioral health counseling, school services, and other human needs.

Grantee will:

- A. Participate in, and collaborate with, System Agency-funded coalitions in order to strengthen and promote prevention activities and promote behavioral health environmental strategies. If a System Agency-funded coalition is not located within the Grantee's service area, the Grantee will then collaborate with a non-System Agency-funded coalition, and/or
- B. Conduct and/or participate in Community-Based Education and Mobilization Activities. Such activities may include, but are not limited to, participation in community health fairs, parent-teacher nights, school board meetings, and other related community-based activities.

Grantee will refer to **Section 2.10.3.3.4, Policy/Procedural Requirements 1.**

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.

2.10.3.4.2 REPORTING REQUIREMENTS

Grantee will use System Agency-approved templates for all reporting requests. Online access to all required forms or templates will be provided by the System Agency.

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 Addiction Professionals (TCBAP) website at www.tcbap.org.

Grantee will:

1. Submit Curriculum Implementation Plans (CIP) outlining the prevention education activities planned during the fiscal term submitted to the System Agency for each school semester (Fall and Spring) as well as a Summer term.
2. Submit a Program Staffing Form to the System Agency that provides details of all direct prevention program staff for the Grantee's System Agency-funded prevention programs.
3. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
4. 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.
5. Ensure all CPS/ACPS certifications and APS designations are current or renewed within 30 days of expiration and submit the renewals along with an updated Program Staffing Form.

2.10.3.4.3 WAIVERS/REVISION REQUESTS

Grantee will:

1. Receive written approval from the System Agency and the Curriculum Developer prior to implementing any adaptations or modifications to the curriculum implementation structure. Modification to the implementation structure of the curriculum may include the frequency of session delivery or modification to the length of each session but is not applicable to any modification of the grade range for which the System Agency has not expressly approved.
 - a. System Agency will consider a request to modify the grade range only in the case that the National Registry of Evidence-Based Programs and Practices (NREPP) of SAMHSA revises and expands a target grade range for a curriculum based on the addition of evaluation research demonstrating statistically significant effectiveness.
 - b. Grantee will submit this request in writing, and obtain written approval from the System Agency, prior to the delivery of any amended prevention services to the target population.

2. In the event an individual responsible for delivering curriculum is unable to receive and complete formal curriculum training through the System Agency-funded training entity prior to service delivery, Grantee will:
 - a. Submit an In-House Curriculum Training Waiver for System Agency approval using the System Agency-approved form.
 - b. Ensure that individuals delivering prevention education have received the developer's curriculum training prior to service delivery.
 - c. Receive written approval from the System Agency prior to implementing in-house curriculum training.
 - d. Ensure that any individual receiving in-house curriculum training will complete formal curriculum training through the System Agency-funded training entity by the due date required in the approved System Agency-approved In-House Curriculum Training Waiver.
 - e. Ensure any individual conducting in-house curriculum training has completed formal curriculum training from the System Agency-funded training entity no more than three (3) years prior to the proposed in-house training date.

2.10.3.4.4 POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. Secure CAs with schools, community sites, and any agency, business or community partners, having an interest in the target population. CAs will be:
 - a. established prior to service delivery;
 - b. renewed on an annual basis where applicable;
 - c. individualized as much as possible to address the needs of each particular school, community site, or partnering agency;
 - d. secure CAs with schools and/or community sites where prevention education services will be conducted to establish a detailed outline of the service delivery and implementation structure. The CA will establish responsibilities of entering parties based on guidelines from the System Agency-approved template; and
 - e. secure CAs with community partners who have an interest in the primary or secondary target populations designed to ensure accessible services for program participants and their families, providing a network for service coordination and referrals that address gaps in services and the needs of participants that are beyond the scope of prevention.
2. At the beginning of the contract term, receive curriculum for all program staff completing curriculum training through the System Agency-funded training entity.
3. Maintain curriculum and all related materials throughout the contract term by completing the Curriculum Inventory Tracking Form annually, provided by the System Agency, and maintain a copy for System Agency review upon request.
4. 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.

5. Develop and maintain current written policies and procedures, available for System Agency review, for employees, contracted labor, and volunteers who work directly or indirectly with participants. The written policies and procedures shall address participant safety and ensure that all activities with participants are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
6. Ensure the Prevention Program Director conducts and documents quarterly Fidelity and quality assurance checks of all required strategies provided by prevention program staff and maintain all documentation of these checks on file and make them available for review by the System Agency upon request.
7. Post and make available in English and Spanish, the System Agency-developed prevention Participant Rights document during the delivery of educational sessions. Additional languages, appropriate to the population being served, may be requested and will be developed by the System Agency for use by the Grantee. Postings will be conveyed in an appropriate manner to participants who have an impairment of vision, hearing, or cognition.
8. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
9. Post the hours and days of operation at all building entrances of Grantee's administrative site. Standard days of operation will reflect a forty-hour workweek Monday through Friday.
10. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
11. Ensure that the Prevention Program Director and at least one Prevention Specialist, paid under this contract, attends the System Agency's Annual Prevention Provider Meeting.
12. Ensure that the Prevention Program Director attends the System Agency's Annual Directors' Meeting.
13. Submit any additional documents and information, as requested by the System Agency staff, for the purpose of determining and assessing program technical assistance needs.
14. Ensure that all staff providing YPI services receives a copy of this Statement of Work (SOW) and any revised SOWs.

2.10.3.4.5 CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. Not employ or allow a subcontractor to use any individual who is on probation or parole to deliver prevention services to youth and/or their families.
2. Prior to employment, conduct criminal background checks and pre-employment drug testing of Grantee's potential employees and subcontractors who will deliver prevention services or have direct contact with youth and their families.
3. Conduct annual criminal background checks for Grantee's current staff and subcontractors who will deliver prevention services or have direct contact with youth and their families.

4. Conduct criminal background checks of interns or volunteers who will deliver prevention services or have direct contact with youth and their families.
5. 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.
6. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, interns, and/or volunteers who work directly with youth and their families.
7. Develop and maintain policies and procedures that require individuals (staff, subcontractors, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
8. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement and make available to the System Agency for review upon request.
9. Maintain documentation of each criminal background check and all drug testing and make available to System Agency upon request.

2.10.3.4.6 STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. 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:
 - a. A Prevention Program Director, dedicated at a minimum of 25%, who will be responsible for ensuring that contractual requirements are fulfilled and provide oversight and coordination for prevention services of this Contract.
 - b. A minimum of one (1) Prevention Program Specialist who will conduct prevention program services for this Contract.
2. Ensure that the Prevention Program Director and any individual providing oversight or assisting in the coordination of programmatic services 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. CPS certification is required within 12 months of employment.
3. Ensure that each Prevention Specialist, and any individual providing prevention services, achieves, at a minimum, an APS designation within 20 months of employment in this program. Grantee will submit a copy of Prevention Specialist'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.
4. Ensure that the Prevention Program Director and all Prevention Specialists complete the following required trainings as specified below:
 - a. **Evidence-Based Curriculum Training** – This required training will be completed through the System Agency-funded training entity prior to curriculum delivery.
 - i. Prevention Program Director for this Contract will complete the evidence-based curriculum training for the specified curriculum in the Grantee's

response to the solicitation document, as approved by the System Agency. The training will be completed within 60 days from the start of this Contract or within 60 days from the date of hire for the position, whichever is later. To ensure the most up-to-date information, and to provide the most effective oversight, Prevention Program Director will receive curriculum training on each curriculum they provide oversight every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.

- ii. Prevention Specialists working under this Contract will complete the training for the implementation of the evidence-based curriculum specified in the Grantee's response to the solicitation document, as approved by the System Agency. To ensure the most up-to-date information on effective delivery of the curriculum, all Prevention Specialists conducting Prevention Education curriculum, will receive training in the curriculum they deliver every three (3) three years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.
- b. **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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;
 - iv. Communication; and
 - v. Prevention across the lifespan.
- c. **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:
 - i. 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.
 - ii. Maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- d. **Prevention Continuing Education** – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and/or job-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
 - i. Planning and Evaluation
 - ii. Prevention Education and Service Delivery

- iii. Communication
- iv. Community Organization
- v. Public Policy and Environmental Change
- vi. Professional Growth and Responsibility

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

Prevention Continuing Education hours may be obtained through the System Agency-funded training entity, the Annual Prevention Provider Meeting; the Annual Texas Behavioral Health Institute (TBHI); 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. All CEUs will be obtained prior to the end of each funded fiscal year and made available to System Agency for review.

- e. **Cardiopulmonary Resuscitation (CPR) and First Aid Certifications** – Grantee will ensure that all prevention staff complete CPR and first aid certifications within 60 days of employment for this Contract or have valid certifications upon hire. All certifications will be maintained as current and reported on the Program Staffing Form. All certifications will be maintained within the employee's file and made available for System Agency review upon request. Grantee may receive training for these requirements through the System Agency-funded training entity or through another certified training entity.
 - f. **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.
 - g. **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 will be coordinated through the System Agency-funded training entity.
5. 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:
- a. **Cardiopulmonary Resuscitation (CPR) and First Aid** –Grantee will ensure that all volunteers/interns complete and maintain current CPR and First Aid certifications prior to the delivery of services.
 - b. **Prevention Training for Volunteers/Interns** – This is a one-time required training to be conducted through the System Agency-funded training entity. Documentation of the completion of this training will be maintained for System Agency review upon request and will be maintained for all volunteers/interns providing on-going assistance in prevention activities.
6. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

2.10.3.4.7 GUIDANCE ON ALLOWABLE PURCHASES

1. Gift cards, used as a requirement of a Family-Focused program where a food-based activity is provided, may be provided to families, participating in the family-focused program.
2. 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 or snacks will be reasonable. Food or snacks may be donated from outside stakeholders and/or businesses but is not considered as match unless considered an allowable purchase.
3. T-shirts with a “no use” message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.
4. Materials used to educate and/or create awareness of the harmful effects of alcohol, tobacco, and other drugs, or that engage participants in prevention activities may be purchased. The cost for these materials will be reasonable.
5. Costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever is less. Grantee will receive written approval from the System Agency prior to the delivery of any Positive Alternative event exceeding \$500 or \$10 per participant.

2.10.3.4.8 SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

1. Submit all documents identified below by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
2. Grantee’s duty to submit required documents will survive the termination or expiration of this Contract.

Report Name	*Due Date
Program Staffing Form	By the 30 th day after the Contract start date. Within 10 business days of a revision.
Copy of CPS, APS, and/or ACPS certifications of any supervisory employees and any other employees having a current certification/designation	By the 30 th day after the Contract start date.
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 & March 15
CIP – Fall Semester	By the 30 th day after the Contract start date.
CIP – Spring Semester	January 31
CIP –Summer Term	May 31
Financial Status Reports (FSRs)	Last business day of the month following the end of each quarter of this fiscal term.

	*Last FSR is due 45 days after the end of this fiscal term.
Performance Measures	15 th of each month following the month being reported. Submit into the CMBHS reporting system.
Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit into the CMBHS reporting system each individual curriculum cycle and the associated outcomes.
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.**

3. In regions 8, 9, 10, and 11, document the number of participants receiving services who are residents of a Colonia (an unincorporated community within 62 miles of the international border), which will be reported along with the monthly performance measures submitted into the CMBHS system.
4. Comply with the System Agency's definition of completion rate as follows:

Completion rate is the number of youth who complete the curriculum cycle being reported (the number of youth that attend the required number of curriculum sessions) divided by the number of youth who were enrolled per group cycle. Grantee will achieve an 80% completion rate per curriculum cycle.

5. Provide per request of the System Agency information 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.

2.10.4 Youth Prevention Selective (YPS) SOW

To provide Youth Prevention Selective (YPS) services that promote a proactive process to address health and wellness for individuals, families, and communities by enhancing protective factors that increase knowledge, skills, and attitudes for making healthy choices. Selective prevention strategies target subgroups known to be at higher risk for substance use and misuse than the general population.

Services will address the State's four prevention priorities: underage alcohol use, tobacco and nicotine products, marijuana and other cannabinoids use, and prescription drug misuse.

Grantees providing YPS services will work together with other System Agency-funded substance abuse prevention programs to address substance use and misuse, follow the Strategic Prevention Framework (SPF) 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, <http://journals.sagepub.com/doi/pdf/10.1177/109019818801500401>.

2.10.4.1 GOAL

To provide selective prevention services that include strategies delivered to subgroups of the general population determined to be at risk for substance use and misuse.

2.10.4.2 TARGET POPULATION

1. The primary population is youth Pre-Kindergarten to 12th grade who are at risk for substance use and misuse because they belong to a subgroup of the general population that is known to have risk factors that increase the likelihood of substance use and misuse. Targeted subgroups may be defined by, but not limited to, academic factors such as school failure or truancy, and place of residence such as high drug-use or low-income neighborhoods.
2. The secondary population may include:
 - a. parents, grandparents, guardians, and siblings of youth participants, and
 - b. community members in the funded service area.

2.10.4.3 SERVICE AREA

Service area refers to the schools, school district, and community sites within an identified county or counties within the proposed region.

2.10.4.4 GRANTEE RESPONSIBILITIES

2.10.4.4.1 GENERAL RESPONSIBILITIES

Grantee will:

1. Provide prevention services and activities:
 - a. In accordance with the rules in [Title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
 - b. To the identified primary and secondary populations where the target population is located;
 - c. As specified in Grantee's response to the solicitation document; and
 - d. As approved by the System Agency.
2. Provide family-specific strategies, as appropriate.
3. Implement all required YPS activities only in counties approved by the System Agency.
4. Coordinate prevention service delivery with other System Agency-funded Grantees and other community partners to address gaps in services.
5. Develop and implement written confidentiality policies and procedures.
6. Securely store and maintain privacy and confidentiality of information and records concerning participants and their family members.
7. Ensure all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.
8. Maintain policies and procedures as required by [1 TAC §392.511](#) and applicable laws, and make them available for inspection by the System Agency. Grantee will develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in a prevention program.

9. Follow the National Standards for Culturally and Linguistically Appropriate Services in the Health and Health Care (The National CLAS Standards, 2013) for the target population and demonstrate good-faith efforts to reach out to under-served populations. These include, but are not limited to:
 - a. people of color;
 - b. people with low educational and/or socioeconomic status;
 - c. people with limited English proficiency;
 - d. persons with disabilities;
 - e. Native American Tribes;
 - f. military and veteran personnel and their families;
 - g. people who live in Colonias and;
 - h. persons who identify as lesbian, gay, bisexual, transgender, and queer (and/or questioning) (LGBTQ).
10. Ensure all participants have the right to be: free from abuse; neglect and exploitation; treated with dignity and respect; and make a complaint to Grantee or the System Agency at any time.
11. Implement the following Center for Substance Abuse Prevention (CSAP) strategies at the percentage effort noted below. These strategies will be comprehensive and age-appropriate activities:
 - a. **Prevention Education (Percentage of Effort = 70%)** is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum proven to promote desired outcomes based on effective implementation strategies. Prevention education activities will target the Service Area specified in Grantee's response to the originally funded solicitation document and demonstrate an effort to avoid the duplication of prevention education services.

Grantee will:

- i. ensure that individuals delivering prevention education have received the developer's curriculum training through the System Agency-funded training entity prior to service delivery.
- ii. conduct activities with Fidelity according to the curriculum developer and document each session for this strategy using the System Agency-approved form. In addition, Grantee will document each curriculum cycle using the System Agency-approved form.
- iii. use System Agency-approved procedures (including the System Agency-approved templates) for obtaining consent from participants and their parents/legal guardians. Grantee will maintain all relevant consent documentation on file.
- iv. administer System Agency provided curriculum pre- and post- tests for all participants enrolled in prevention education. Online access to all required forms or templates will be provided by the System Agency.

- v. adhere to System Agency guidelines and expectations regarding the administering of all curriculum pre- and post- tests and maintain all pre- and post- tests in participant files for review by the System Agency.
- b. **Information Dissemination (Percentage of Effort = 15%)** 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 Alcohol, Tobacco, and Other Drug (ATOD) Presentations or through Media Awareness Activities.
 - i. ATOD Presentations are conducted as stand alone, age-appropriate activities that increase knowledge or create awareness to the State's four prevention priorities. Grantee will conduct the information dissemination activities and document this strategy using the System Agency-approved template.
 - ii. Media Awareness Activities are marketing campaigns that serve the target population. Grantee will 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>), to create a successful media campaign and coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded Grantees (i.e. PRC, CCPs and YPs –Universal, Selective and Indicated) to promote a consistent statewide message. System Agency guidelines will be provided.
 - iii. ATOD Presentations and Media Awareness Activities that focus on minors and tobacco and other nicotine products will include information on tobacco/nicotine cessation, Texas tobacco laws as they apply to minors, and health consequences associated with the use of tobacco and other nicotine products.
- c. **Positive Alternatives and Community-Based Processes (Percentage of Effort = 10%)**
 - i. **Positive Alternatives** provide fun, challenging, and structured activities with supervision, so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol and drug-free activities are provided with the intent to help people, particularly young people, stay away from situations that encourage use of alcohol, tobacco or other drugs.
 - A. This strategy is documented using the System Agency-approved template. Any activities, including Positive Alternatives, that occur off-site or involve participant travel, require written consent from all participants and their parents/legal guardians.
 - B. Allowable costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever amount is less. Funds exceeding this amount will have prior approval from the System Agency.
 - ii. **Community-Based Processes** 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 and treatment services; educate and mobilize the community toward prevention efforts; and provide the Grantee with opportunities to obtain meaningful Community Agreements (CAs) with

agencies, community sites, Prevention Resource Centers (PRCs) and other stakeholders that enhance prevention efforts. A Community Agreement may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), and/or a Memorandum of Agreement (MOA). CAs will represent diversified resources that may include, but are not limited to: mentoring, substance abuse prevention related data, behavioral health services, counseling, school success, and other health and human needs.

Grantee will:

- A. Participate in, and collaborate with, System Agency-funded coalitions in order to strengthen and promote prevention activities and promote behavioral health environmental strategies. If a System Agency-funded coalition is not located within the Grantee's service area, the Grantee will then collaborate with a non-System Agency-funded coalition, and/or
- B. Conduct and/or participate in Community-Based Education and Mobilization Activities. Such activities may include, but are not limited to, participation in community health fairs, parent-teacher nights, school board meetings, and other related community-based activities.
- 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.

2.10.4.4.2 REPORTING REQUIREMENTS

Grantee will use System Agency-approved templates for all reporting requests. Online access to all required forms or templates will be provided by the System Agency.

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 Addiction Professionals (TCBAP) website at www.tcbap.org.

Grantee will:

1. Submit Curriculum Implementation Plans (CIP) outlining the prevention education activities to be conducted during this fiscal term submitted to the System Agency for each school semester (Fall and Spring) as well as a Summer term.
2. Submit a Program Staffing Form to the System Agency providing details of all direct prevention program staff for the Grantee's System Agency-funded prevention programs.
3. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
4. 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.
5. Ensure all CPS/ACPS certifications and APS designations are current or renewed within 30 days of expiration and submit the renewals along with an updated Program Staffing Form.

2.10.4.4.3 WAIVERS/REVISION REQUESTS

Grantee will:

1. Receive written approval from the System Agency and the Curriculum Developer prior to implementing any adaptations or modifications to the curriculum implementation structure. Modification to the implementation structure of the curriculum may include the frequency of session delivery or modification to the length of each session but is not applicable to any modification of the grade range for which the System Agency has not expressly approved.
 - a. System Agency will consider a request to modify the grade range only in the case that the National Registry of Evidence-Based Programs and Practices (NREPP) of SAMHSA revises and expands a target grade range for a curriculum based on the addition of evaluation research demonstrating statistically significant effectiveness.
 - b. Grantee will submit this request in writing, and obtain written approval from the System Agency, prior to the delivery of any amended prevention services to the target population.
2. In the event an individual responsible for delivering curriculum is unable to receive and complete formal curriculum training through the System Agency-funded training entity prior to service delivery, Grantee will:
 - a. Submit an In-House Curriculum Training Waiver for System Agency approval using the System Agency-approved form.
 - b. Ensure that individuals delivering prevention education have received the developer's curriculum training prior to service delivery.
 - c. Receive written approval from the System Agency prior to implementing in-house curriculum training.
 - d. Ensure that any individual receiving in-house curriculum training will complete formal curriculum training through the System Agency-funded training entity by the due date required in the System Agency-approved In-House Curriculum Training Waiver.
 - e. Ensure any individual conducting in-house curriculum training has completed formal curriculum training from the System Agency-funded training entity no more than three (3) years prior to the proposed in-house training date.

2.10.4.4.4 POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. Secure CAs with schools, community sites, and any agency, business or community partners, having an interest in the target population. CAs will be:
 - a. Established prior to service delivery;
 - b. Renewed on an annual basis where applicable;
 - c. Individualized as much as possible to address the needs of each particular school, community site, or partnering agency;
 - d. Secure CAs with schools and community sites where prevention education services will be conducted to establish a detailed outline of the service delivery and

- implementation structure. The CA will establish responsibilities of entering parties based on guidelines from the System Agency-approved template; and
- e. Secure CAs with community partners who have an interest in the primary or secondary target populations designed to ensure accessible services for program participants and their families, providing a network for service coordination and referrals that address gaps in services and the needs of participants that are beyond the scope of prevention.
2. At the beginning of the contract term, receive curriculum for all program staff completing curriculum training through the System Agency-funded training entity.
 3. Maintain curriculum and all related materials throughout the contract term by completing the Curriculum Inventory Tracking Form annually, provided by the System Agency, and maintain a copy for System Agency review upon request.
 4. Provide prevention services in a secure, 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.
 5. Develop and maintain current written policies and procedures, available for System Agency review, 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.
 6. Ensure that the Prevention Program Director conducts and documents quarterly Fidelity and quality assurance checks of all required strategies provided by prevention program staff and maintain all documentation of these checks on file and make them available for review by the System Agency upon request.
 7. Post, and make available in English and Spanish, the System Agency-developed prevention Participant Rights document during the delivery of educational sessions. Additional languages, appropriate to the population being served, may be requested and will be developed by the System Agency for use by the Grantee. Postings will be conveyed in an appropriate manner to participants who has an impairment of vision, hearing, or cognition.
 8. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
 9. Post the hours and days of operation at all building entrances of Grantee's administrative site. Standard days of operation will reflect a forty-hour workweek Monday through Friday.
 10. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
 11. Ensure that the Prevention Program Director and at least one Prevention Specialist, paid under this Contract, attend the System Agency's Annual Prevention Provider Meeting.
 12. Ensure that the Prevention Program Director attends the System Agency's Annual Directors' Meeting.

13. Submit any additional documents and information as requested by the System Agency staff for the purpose of determining and assessing program technical assistance needs.
14. Ensure that all staff providing YPS services receives a copy of this Statement of Work (SOW) and any revised SOWs.

2.10.4.4.5 CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. Not employ or allow a subcontractor to use any individual who is on probation or parole to deliver prevention services to youth and their families.
2. Prior to employment, conduct criminal background checks and pre-employment drug testing of Grantee's potential employees and subcontractors who will deliver prevention services or have direct contact with youth and their families.
3. Conduct annual criminal background checks for Grantee's current staff and subcontractors who will deliver prevention services or have direct contact with youth and their families.
4. Conduct criminal background checks of interns or volunteers who will deliver prevention services or have direct contact with youth and their families.
5. 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 their families.
6. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, interns, and volunteers who work directly with youth and their families.
7. Develop and maintain policies and procedures that require individuals (staff, subcontractors, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
8. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement and make available to the System Agency for review upon request.
9. Maintain documentation of each criminal background check and all drug testing and make available to System Agency upon request.

2.10.4.4.6 STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. 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:
 - a. A Prevention Program Director, dedicated at a minimum of 25%, who will be responsible for ensuring that contractual requirements are fulfilled and provide oversight and coordination for prevention services of this Contract.
 - b. A minimum of one (1) Prevention Program Specialist who will conduct prevention program services for this Contract.

2. Ensure that the Prevention Program Director and any individual providing oversight or assisting in the coordination of programmatic services 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. CPS certification is required within 12 months of employment.
3. Ensure that each Prevention Specialist, and any individual providing prevention services, achieves, at a minimum, an APS designation within 20 months of employment in this program. Grantee will submit a copy of Prevention Specialist'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.
4. Ensure that the Prevention Program Director and all Prevention Specialists complete the following required trainings as specified below:
 - a. **Evidence-Based Curriculum Training** – This required training will be completed through the System Agency-funded training entity prior to curriculum delivery.
 - i. Prevention Program Director for this Contract will complete the evidence-based curriculum training for the specified curriculum in the Grantee's response to the solicitation document, as approved by the System Agency. The training will be completed within 60 days from the start of this Contract or within 60 days from the date of hire for the position, whichever is later. To ensure the most up-to-date information, and to provide the most effective oversight, Prevention Program Director will receive curriculum training on each curriculum they provide oversight every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.
 - ii. Prevention Specialists working under this Contract will complete the training for the implementation of the evidence-based curriculum specified in the Grantee's response to the solicitation document, as approved by the System Agency. To ensure the most up-to-date information on effective delivery of the curriculum, all Prevention Specialists conducting Prevention Education curriculum, will receive training in the curriculum they deliver every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.
 - b. **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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;
 - iv. Communication; and
 - v. Prevention across the lifespan.

- c. **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:
 - i. 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.
 - ii. Maintain a copy of employees’ SAPST certification in the employees’ personnel file and make them available for review by the System Agency.
- d. **Prevention Continuing Education** – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and/or job-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
 - i. Planning and Evaluation;
 - ii. Prevention Education and Service Delivery;
 - iii. Communication;
 - iv. Community Organization;
 - v. Public Policy and Environmental Change; and
 - vi. Professional Growth and Responsibility.

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

Prevention Continuing Education hours may be obtained through the System Agency-funded training entity, the Annual Prevention Provider meeting; the Annual Texas Behavioral Health Institute (TBHI); 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. All CEUs will be obtained prior to the end of each funded fiscal year and made available to System Agency for review.

- e. **Cardiopulmonary Resuscitation (CPR) and First Aid Certifications** – Grantee will ensure that all prevention staff complete CPR and First Aid certifications within 60 days of employment for this Contract or have valid certifications upon hire. All certifications will be maintained as current and reported on the Program Staffing Form. All certifications will be maintained within the employee’s file and made available for System Agency review upon request.
- f. **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.
- g. **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 will be coordinated by the System Agency-funded training entity.

5. 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:
 - a. **Cardiopulmonary Resuscitation (CPR) and First Aid** –Grantee will ensure that all volunteers/interns complete and maintain current CPR and First Aid certifications prior to the delivery of services.
 - b. **Prevention Training for Volunteers/Interns** – This is a one-time required training to be conducted through the System Agency-funded training entity. Documentation of the completion of this training will be maintained for System Agency review upon request and will be maintained for all volunteers/interns providing on-going assistance in prevention activities.
6. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

2.10.4.4.7 GUIDANCE ON ALLOWABLE PURCHASES

1. Gift cards, used as a requirement of a Family-Focused program where a food-based activity is provided, may be provided to families, participating in the family-focused program.
2. 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 or snacks will be reasonable. Food or snacks may be donated from outside stakeholders and/or businesses but is not considered as match unless considered an allowable purchase.
3. T-shirts with a “no use” message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.
4. Materials used to educate and/or create awareness of the harmful effects of alcohol, tobacco, and other drugs, or that engage participants in prevention activities may be purchased. The cost for these materials will be reasonable.
5. Costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever is less. Grantee will receive written approval from the System Agency prior to the delivery of any Positive Alternative event exceeding \$500 or \$10 per participant.

2.10.4.4.8 SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

1. Submit all documents identified below by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
2. Grantee’s duty to submit required documents will survive the termination or expiration of this Contract.

Report Name	*Due Date
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Program Staffing Form	By the 30 th day after the Contract start date. Within 10 business days of a revision.
Copy of CPS, APS, and/or ACPS certifications of any supervisory employees and any other employees having a current certification/designation	By the 30 th day after the Contract start date.
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 & March 15
CIP – Fall Semester	By the 30 th day after the Contract start date.
CIP – Spring Semester	January 31
CIP –Summer Term	May 31
Financial Status Reports (FSRs)	Last business day of the month following the end of each quarter of this fiscal term. *Last FSR is due 45 days after the end of this fiscal term.
Performance Measures	15 th of each month following the month being reported. Submit into the CMBHS reporting system.
Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit into the CMBHS reporting system each individual curriculum cycle and the associated outcomes.
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.**

3. In regions 8, 9, 10, and 11, document the number of participants receiving services who are residents of a Colonia (an unincorporated community within 62 miles of the international border), which will be reported along with the monthly performance measures submitted into the CMBHS system.
4. Comply with the System Agency's definition of completion rate as follows:

Completion rate is the number of youth who complete the curriculum cycle being reported (the number of youth that attend the required number of curriculum sessions) divided by the number of youth who were enrolled per group cycle. Grantee will achieve an 80% completion rate per curriculum cycle.

5. Provide per request for the System Agency information 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.

2.10.5 Youth Universal Prevention (YPU) Scope of Work

To provide youth universal prevention (YPU) services that promote a proactive process to address health and wellness for youth, families, and communities by enhancing protective factors that increase knowledge, skills, and attitudes for making healthy choices. Universal prevention strategies take the broadest approach and are designed to reach entire groups or populations. Universal prevention strategies may target schools, workplaces, or whole communities.

Services will address the State's four prevention priorities: underage alcohol use, tobacco and nicotine products use, marijuana and other cannabinoids use, and prescription drug misuse.

Grantees providing YPU services will work together with other System Agency-funded substance abuse prevention programs to address substance use and misuse, follow the Strategic Prevention Framework (SPF) 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 <http://journals.sagepub.com/doi/pdf/10.1177/109019818801500401>.

2.10.5.1 GOAL

To provide universal prevention services utilizing associated strategies to broad populations without consideration of individual differences in risk for substance use and misuse.

2.10.5.2 TARGET POPULATION

1. The primary population is all youth, Pre-Kindergarten to 12th grade, from the general population.
2. The secondary population may include:
 - a. Parents, grandparents, guardians, and siblings of youth participants, and
 - b. Community members in the funded service area.

2.10.5.3 SERVICE AREA

Service area refers to the schools, school district, and community sites within an identified county or counties within the proposed region.

2.10.5.4 GRANTEE RESPONSIBILITIES

2.10.5.4.1 GENERAL RESPONSIBILITIES

Grantee will:

1. Provide prevention services and activities:

- a. in accordance with the rules in [Title 25 of the Texas Administrative Code \(TAC\), Chapter 447](#);
 - b. to the identified primary and secondary populations where the target population is located;
 - c. as specified in Grantee's response to the solicitation document; and
 - d. as approved by the System Agency.
2. Provide family-specific strategies, as appropriate.
3. Implement all required YPU activities only in counties approved by the System Agency.
4. Coordinate prevention service delivery with other System Agency-funded Grantees and other community partners to address gaps in services.
5. Develop and implement written confidentiality policies and procedures.
6. Securely store and maintain privacy and confidentiality of information and records concerning participants and their family members.
7. Ensure all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.
8. Maintain policies and procedures as required by [1 TAC §392.511](#) and applicable laws, and make them available for inspection by the System Agency. Grantee will develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in a prevention program.
9. 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 under-served populations. These include, but are not limited to:
 - a. people of color;
 - b. people with low educational and/or socioeconomic status;
 - c. people with limited English proficiency;
 - d. persons with disabilities;
 - e. Native American Tribes;
 - f. military and veteran personnel and their families;
 - g. people who live in Colonias; and
 - h. persons who identify as lesbian, gay, bisexual, transgender, and queer (and/or questioning) (LGBTQ).
10. Ensure all participants have the right to be: free from abuse, neglect and exploitation; be treated with dignity and respect; and make a complaint to Grantee or the System Agency at any time.
11. Implement the following Center for Substance Abuse Prevention (CSAP) strategies at the percentage effort noted below. These strategies will be comprehensive and age-appropriate activities:
 - a. **Prevention Education (Percentage of Effort = 70%)** is a two-way approach to teaching participants important social skills. These skills can include resisting pressure to use drugs, looking at the intent behind advertising, or developing other skills used in making healthy choices. Activities will be conducted using a System Agency-approved evidence-based curriculum proven to promote desired outcomes based on effective implementation strategies. Prevention education activities will target the Service Area specified in Grantee's response to the originally funded

solicitation document and demonstrate an effort to avoid the duplication of prevention education services.

Grantee will:

- i. Ensure that individuals delivering prevention education have received the developer's curriculum training through the System Agency-funded training entity prior to service delivery.
 - ii. Conduct activities with Fidelity according to the curriculum developer and document each session for this strategy using the System Agency-approved form. In addition, Grantee will document each curriculum cycle using the System Agency-approved form.
 - iii. Use System Agency-approved procedures (including the System Agency-approved templates) for obtaining consent from participants and their parents/legal guardians. Grantee will maintain all relevant consent documentation on file.
 - iv. Administer System Agency provided curriculum pre- and post- tests for all participants enrolled in prevention education. Online access to all required forms or templates will be provided by the System Agency.
 - v. Adhere to System Agency guidelines and expectations regarding the administering of all curriculum pre- and post- tests and maintain all pre- and post- tests in participant files for review by the System Agency.
- b. **Information Dissemination (Percentage of Effort = 15%)** 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 Alcohol, Tobacco, and Other Drug (ATOD) Presentations or through Media Awareness Activities.
- i. ATOD Presentations are conducted as stand alone, age-appropriate activities that increase knowledge or create awareness to the State's four prevention priorities. Grantee will conduct the information dissemination activities and document this strategy using the System Agency-approved template.
 - ii. Media Awareness Activities are marketing campaigns that serve the target population. Grantee will 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>), to create a successful media campaign and coordinate and collaborate with the System Agency Prevention Media Campaign and other System Agency-funded Grantees (i.e. PRC, CCPs and YPs –Universal, Selective and Indicated) to promote a consistent statewide message.
 - iii. ATOD Presentations and Media Awareness Activities that focus on minors and tobacco and other nicotine products will include information on tobacco/nicotine cessation, Texas tobacco laws as they apply to minors, and health consequences associated with the use of tobacco and other nicotine products.
- c. **Positive Alternatives and Community-Based Processes (Percentage of Effort = 10%)**

- i. **Positive Alternatives** provide fun, challenging, and structured activities with supervision, so people have constructive and healthy ways to enjoy free time and learn skills. These alcohol and drug-free activities are provided with the intent to help people, particularly young people, stay away from situations that encourage use of alcohol, tobacco or other drugs.
 - A. This strategy is documented using the System Agency-approved template. Any activities, including Positive Alternatives, that occur off-site or involve participant travel, require written consent from all participants and their parents/legal guardians.
 - B. Allowable costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever amount is less. Funds exceeding this amount will have prior approval from the System Agency.
- ii. **Community-Based Processes** 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 and treatment services; educate and mobilize the community toward prevention efforts; and provide the Grantee with opportunities to obtain meaningful Community Agreements (CAs) with agencies, community sites, Prevention Resource Centers (PRCs) and other stakeholders that enhance prevention efforts. A Community Agreement may include a Memorandum of Understanding (MOU), a Letter of Agreement (LOA), and/or a Memorandum of Agreement (MOA). CAs will represent diversified resources that may include, but are not limited to, mentoring, substance abuse prevention related data, behavioral health services, counseling, school success, and other health and human needs.
 Grantee will:
 - A. Participate in, and collaborate with, System Agency-funded coalitions in order to strengthen and promote prevention activities and promote behavioral health environmental strategies. If a System Agency-funded coalition is not located within the Grantee's service area, the Grantee will then collaborate with a non-System Agency-funded coalition; and/or
 - B. Conduct and/or participate in Community-Based Education and Mobilization Activities. Such activities may include, but are not limited to, participation in community health fairs, parent-teacher nights, school board meetings, and other related community-based activities.
 Grantee will refer to **Section 2.10.5.3.4 Policy/Procedural Requirements 1.e.**
- d. **Identification of Problems and Referral to Services (Percentage of Effort = 5%)** includes determining when the needs of a participant 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.

2.10.5.4.2 REPORTING REQUIREMENTS

Grantee will use System Agency-approved templates for all reporting requests. Online access to all required forms or templates will be provided by the System Agency.

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 Addiction Professionals (TCBAP) website at www.tcbap.org.

Grantee will:

1. Submit Curriculum Implementation Plans (CIP) outlining the prevention education activities planned during the fiscal term submitted to the System Agency for each school semester (Fall and Spring) as well as a Summer term.
2. Submit a Program Staffing Form to the System Agency providing details of all direct prevention program staff for the Grantee's System Agency-funded prevention programs.
3. Notify the System Agency within ten (10) business days of any prevention program staffing changes by updating and re-submitting the Program Staffing Form.
4. 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.
5. Ensure all CPS/ACPS certifications and APS designations are current or renewed within 30 days of expiration and submit the renewals along with an updated Program Staffing Form.

2.10.5.4.3 WAIVERS/REVISION REQUESTS

1. Grantee will receive written approval from the System Agency and the Curriculum Developer prior to implementing any adaptations or modifications to the curriculum implementation structure. Modification to the implementation structure of the curriculum may include the frequency of session delivery or modification to the length of each session but is not applicable to any modification of the grade range for which the System Agency has not expressly approved.
 - a. System Agency will consider a request to modify the grade range only in the case that the National Registry of Evidence-Based Programs and Practices (NREPP) of SAMHSA revises and expands a target grade range for a curriculum based on the addition of evaluation research demonstrating statistically significant effectiveness.
 - b. Grantee will submit this request in writing, and obtain written approval from the System Agency, prior to the delivery of any amended prevention services to the target population.
2. In the event an individual responsible for delivering curriculum is unable to receive and complete formal curriculum training through the System Agency-funded training entity prior to service delivery, Grantee will:
 - a. Submit an In-House Curriculum Training Waiver for System Agency approval using the System Agency-approved form.
 - b. Ensure that individuals delivering prevention education have received the developer's curriculum training prior to service delivery.
 - c. Receive written approval from the System Agency prior to implementing in-house curriculum training.

- d. Ensure that any individual receiving in-house curriculum training will complete formal curriculum training through the System Agency-funded training entity by the due date required in the System Agency-approved In-House Curriculum Training Waiver.
- e. Ensure any individual conducting in-house curriculum training has completed formal curriculum training from the System Agency-funded training entity no more than three (3) years prior to the proposed in-house training date.

2.10.5.4.4 POLICY/PROCEDURAL REQUIREMENTS

Grantee will:

1. Secure CAs with schools, community sites, and any agency, business or community partners, having an interest in the target population. CAs will be:
 - a. established prior to service delivery;
 - b. renewed on an annual basis where applicable;
 - c. individualized as much as possible to address the needs of each particular school, community site, or partnering agency;
 - d. secure CAs with schools and community sites where prevention education services will be conducted to establish a detailed outline of the service delivery and implementation structure. The CA will establish responsibilities of entering parties based on guidelines from the System Agency-approved template; and
 - e. secure CAs with community partners who have an interest in the primary or secondary target populations designed to ensure accessible services for program participants and their families, providing a network for service coordination and referrals that address gaps in services and the needs of participants that are beyond the scope of prevention.
2. At the beginning of the contract term, receive curriculum for all program staff completing curriculum training through the System Agency-funded training entity.
3. Maintain curriculum and all related materials throughout the contract term by completing the Curriculum Inventory Tracking Form annually, provided by the System Agency, and maintain a copy for System Agency review upon request.
4. 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.
5. Develop and maintain current written policies and procedures, available for System Agency review, 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.
6. Ensure the Prevention Program Director conducts and documents quarterly Fidelity and quality assurance checks of all required strategies provided by prevention program staff and maintain all documentation of these checks on file and make them available for review by the System Agency upon request.

7. Post, and make available in English and Spanish, the System Agency-developed prevention Participant Rights document during the delivery of educational sessions. Additional languages, appropriate to the population being served, may be requested and will be developed by the System Agency for use by the Grantee. Postings will be conveyed in an appropriate manner to participants who have an impairment of vision, hearing, or cognition.
8. Post in a prominent location, legible prohibitions against firearms, weapons, alcohol, and illegal drugs, illegal activities, and violence at program sites that do not have the existing prohibitions posted.
9. Post the hours and days of operation at all building entrances of Grantee's administrative site. Standard days of operation will reflect a forty-hour workweek Monday through Friday.
10. Post exit diagrams conspicuously throughout program sites (except in one-story buildings where all exits are clearly designated as such).
11. Ensure that the Prevention Program Director and at least one Prevention Specialist, paid under this Contract, attend the System Agency's Annual Prevention Provider Meeting.
12. Ensure that the Prevention Program Director attends the System Agency's Annual Directors' Meeting.
13. Submit any additional documents and information as requested by the System Agency staff for the purpose of determining and assessing program technical assistance needs.
14. Ensure that all staff providing YPU services receives a copy of this Scope of Work (SOW) and any revised SOWs.

2.10.5.4.5 CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS

Grantee will:

1. Not employ or allow a subcontractor to use any individual who is on probation or parole to deliver prevention services to youth and their families.
2. Prior to employment, conduct criminal background checks and pre-employment drug testing of Grantee's potential employees and subcontractors who will deliver prevention services or have direct contact with youth and their families.
3. Conduct annual criminal background checks for Grantee's current staff and subcontractors who will deliver prevention services or have direct contact with youth and their families.
4. Conduct criminal background checks of interns or volunteers who will deliver prevention services or have direct contact with youth and their families.
5. 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.
6. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, interns, and/or volunteers who work directly with youth and their families.

7. Develop and maintain policies and procedures that require individuals (staff, subcontractors, interns, and volunteers) to notify the Grantee of an arrest, conviction, investigation, or any other legal involvement.
8. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement and make available to the System Agency for review upon request.
9. Maintain documentation of each criminal background check and all drug testing and make available to System Agency upon request.

2.10.5.4.6 STAFFING AND STAFF COMPETENCY REQUIREMENTS

Grantee will:

1. 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:
 - a. A Prevention Program Director, dedicated at a minimum of 25%, who will be responsible for ensuring that contractual requirements are fulfilled and provide oversight and coordination for prevention services of this Contract.
 - b. A minimum of one (1) Prevention Program Specialist who will conduct prevention program services for this Contract.
2. Ensure that the Prevention Program Director and any individual providing oversight or assisting in the coordination of programmatic services 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. CPS certification is required within 12 months of employment.
3. Ensure that each Prevention Specialist, and any individual providing prevention services, achieves, at a minimum, an APS designation within 20 months of employment in this program. Grantee will submit a copy of Prevention Specialist'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.
4. Ensure that the Prevention Program Director and all Prevention Specialists complete the following required trainings as specified below:
 - a. **Evidence-Based Curriculum Training** – This required training will be completed through the System Agency-funded training entity prior to curriculum delivery.
 - i. Prevention Program Director for this Contract will complete the evidence-based curriculum training for the specified curriculum in the Grantee's response to the solicitation document, as approved by the System Agency. The training will be completed within 60 days from the start of this Contract or within 60 days from the date of hire for the position, whichever is later. To ensure the most up-to-date information, and to provide the most effective oversight, Prevention Program Director will receive curriculum training on each curriculum they provide oversight every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.

- ii. Prevention Specialists working under this Contract will complete the training for the implementation of the evidence-based curriculum specified in the Grantee's response to the solicitation document, as approved by the System Agency. To ensure the most up-to-date information on effective delivery of the curriculum, all Prevention Specialists conducting Prevention Education curriculum, will receive training in the curriculum they deliver every three (3) years through the System Agency-funded training entity. Grantee will maintain documentation of successful completion for System Agency review upon request.
- b. **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:
 - i. Cultural competency;
 - ii. Risk and protective factors/building resiliency;
 - iii. Child development and/or adolescent development, as appropriate;
 - iv. Communication; and
 - v. Prevention across the lifespan.
- c. **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:
 - i. Ensure that all Prevention Program staff, employed under this Contract, complete the SAPST training no later than 20 months after the date of hire of employment for this program.
 - ii. Maintain a copy of employees' SAPST certification in the employees' personnel file and make them available for review by the System Agency.
- d. **Prevention Continuing Education** – A minimum of 15 hours of continuing education units (CEUs), specifically related to prevention and/or job-related duties will be completed annually. Training will include subject matter that addresses the six (6) Prevention Domains:
 - i. Planning and Evaluation;
 - ii. Prevention Education and Service Delivery;
 - iii. Communication;
 - iv. Community Organization;
 - v. Public Policy and Environmental Change; and
 - vi. Professional Growth and Responsibility.

In addition to the trainings listed above, training on Cultural Competence and Prevention-related Ethics, will 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 (TBHI), 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. All continuing education units shall be obtained prior to the end of each funded fiscal year.

- e. **Cardiopulmonary Resuscitation (CPR) and First Aid Certifications** – Grantee will ensure that all prevention staff complete CPR and First Aid certifications within 60 days of employment for this Contract or have valid certifications upon hire. All certifications will be maintained as current and reported on the Program Staffing Form. All certifications will be maintained within the employee's file and made available for System Agency review upon request.
 - f. **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.
 - g. **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 will be coordinated through the System Agency-funded training entity.
5. 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:
 - a. **Cardiopulmonary Resuscitation (CPR) and First Aid** – This is a one-time required training. Documentation of completion will be maintained for all volunteers and/or interns providing on-going assistance in prevention activities for System Agency review upon request.
 - b. **Prevention Training for Volunteers/Interns** – This is a one-time required training to be conducted through the System Agency-funded training entity. Documentation of the completion of this training will be maintained for System Agency review upon request and will be maintained for all volunteers/interns providing on-going assistance in prevention activities.
 6. Ensure that all volunteers/interns, conducting activities with youth or adults, are supervised and chaperoned in-person by an agency or prevention staff member.

2.10.5.4.7 GUIDANCE ON ALLOWABLE PURCHASES

1. Gift cards, used as a requirement of a Family-Focused program where a food-based activity is provided, may be provided to families, participating in the family-focused program.
2. Food or snacks, 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 or snacks will be reasonable. Food or snacks may be donated from outside stakeholders and/or businesses but is not considered as match unless considered an allowable purchase.

3. T-shirts with a “no use” message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.
4. Materials used to educate and/or create awareness of the harmful effects of alcohol, tobacco, and other drugs, or that engage participants in prevention activities may be purchased. The cost for these materials will be reasonable.
5. Costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever is less. Grantee will receive written approval from the System Agency prior to the delivery of any Positive Alternative event exceeding \$500 or \$10 per participant.

2.10.5.4.8 SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

Grantee will:

1. Submit all documents identified below by the due dates specified by the System Agency. Grantee will submit documents to the designated substance abuse mailbox, SubstanceAbuse.Contracts@hhsc.state.tx.us, unless otherwise noted.
2. Grantee’s duty to submit required documents will survive the termination or expiration of this Contract.

Report Name	*Due Date
Program Staffing Form	By the 30 th day after the Contract start date. Within 10 business days of a revision.
Copy of CPS, APS, and/or ACPS certifications of any supervisory employees and any other employees having a current certification/designation	By the 30 th day after the Contract start date.
CMBHS Security Attestation Form and Listing of Authorized Users	September 15 & March 15
Curriculum Implementation Plan (CIP) – Fall Semester	By the 30 th day after the Contract start date.
CIP – Spring Semester	January 31
CIP –Summer Term	May 31
Financial Status Reports (FSRs)	Last business day of the month following the end of each quarter of the fiscal term. *Last FSR is due 45 days after the end of this fiscal term.
Performance Measures	15 th of each month following the month being reported. Submit into the CMBHS reporting system.
Curriculum Outcome Measures Reports	Due within 20 calendar days after the curriculum cycle has been completed. Submit into the CMBHS reporting system each individual

	curriculum cycle and the associated outcomes.
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.**

3. In Regions 8, 9, 10, and 11, document the number of participants receiving services who are residents of a Colonia (an unincorporated community within 62 miles of the international border), which will be reported along with the monthly performance measures submitted into the CMBHS system.
4. Comply with the System Agency's definition of completion rate as follows: **Completion rate** is the number of youth who complete the curriculum cycle being reported (the number of youth that attend the required number of curriculum sessions) divided by the number of youth who were enrolled per group cycle. Grantee will achieve an 80% completion rate per curriculum cycle.
5. Provide per request for the System Agency information 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.

2.10.6 Match

Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from partner organizations, donated resources, or in-kind contributions committed specifically for the proposed project. State or federal funds may not be used as match.

Applicants are not required to certify matching funds as part of the application process. However, state awards must ultimately be matched on at least a dollar for dollar basis by the grant recipient and no state funding will be released prior to the required amount of match certified by the Grantee to HHSC.

If awarded, Applicants will be responsible for ensuring the value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS, are appropriately documented and allowable throughout the solicitation period of this RFA. Additionally, Grantees are responsible for complying with all updates to UGMS that occur during the contract term.

Applicants must provide documentation for the following forms of match:

1. For cash contributions:
 - a. A letter from the donor to the Applicant demonstrating the donor's intent to meet the Applicant's match; a written resolution or consent from the Applicant's governing board or senior official that the donation obtained by the Applicant will meet the Applicant's match; or the donor's notation on a check reflecting the purpose of the donation; and
 - b. Copies of cancelled donor checks or bank statement showing the transfer of funds by wire or receipt of credit card payments.

2. For donated or discounted materials or services: a commitment of resources and their retail value described on the donor's letterhead.
3. For donated professional services: a commitment of resources and their retail value described on the donor's letterhead.
4. For volunteer labor: a signed letter of commitment from the Applicant's governing board or senior official outlining the number of volunteers, the number of volunteer hours, volunteer activity description, and the rate at which volunteer labor will be valued. Volunteer labor to be provided to an Applicant by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Applicant's organization. If the Applicant does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

2.10.7 Expenditure Proposal

In attached **Form N**, Applicants must:

1. Demonstrate project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.
2. Identify costs to be requested from HHSC and costs to be matched. Applicants will budget and provide a five percent (5%) Match based on the amount requested to be awarded for each Program Type and curriculum. Match may be provided either in cash or in-kind. Cash match must be made from funds eligible to be used as matching funds.
3. Demonstrate project costs are reasonable to develop and implement the proposed services, according to number of staff and target numbers per year. Expenditures must reflect costs for travel, supplies (e.g. training and materials), personnel, fringe benefits, other costs (e.g. traditional media, social media). CCP proposals must include expenditures related to program evaluation.
4. Guidance on Allowable Expenditures
 - a. Gift cards, used as a requirement of a Family-Focused program where a food-based activity is provided, may be provided to families, participating in the family-focused program.
 - b. Applicants providing services with a Family-Focused Evidence-Based curriculum are allowed to use a limited amount of funds to care for children and/or family members who are unable to participate in certain prevention education activities while parents and siblings (the target population of the specific prevention education curriculum) are participating in the prevention education groups.
 - c. Food or snacks, 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 or snacks will be reasonable. Food or snacks may be donated from outside stakeholders and/or businesses but is not considered as match unless considered an allowable purchase.
 - d. T-shirts with a "no use" message may be purchased for participants as a way to educate or create awareness of the harmful effects of alcohol, tobacco, and other drugs.

- e. Materials used to educate and/or create awareness of the harmful effects of alcohol, tobacco, and other drugs, or that engage participants in prevention activities may be purchased. The cost for these materials will be reasonable.
 - f. Costs for Positive Alternatives will not exceed \$500 per event or \$10 per participant, whichever is less. Applicant will receive written approval from the System Agency prior to the delivery of any Positive Alternative event exceeding \$500 or \$10 per participant.
 - g. Transportation costs related to ensuring that participants attend prevention education activities or prevention events are allowed (e.g. bus passes, agency-van gasoline).
5. Utilize the HHSC template provided as **Form N** and per the instructions outlined in **Article 7, Expenditure Proposal**.

2.11 PERFORMANCE MEASURES

HHSC will monitor the performance of contracts awarded under this RFA. All services and deliverables under the contract shall be provided in a manner and at a quality level consistent with industry standards, customs, and practices set forth by HHSC. As described in **Section 2.10, Scopes of Work**, Applicants must estimate the number of participants to be served and the number of services to be provided, as well as identify outcomes anticipated as a result of providing services and supports as part of the proposed project. Also described in **Section 2.10, Scopes of Work**, Applicants for youth prevention services will be required to demonstrate the effectiveness of education services provided by conducting pre- and post-assessments with participants.

Applicants must determine targets for their quarterly goals and yearly goals for the performance measures per program type described in **Appendix A: Performance Measures Definitions and Guidance**. Applicants must complete **Form J** to submit their proposed goals (target measures) for each performance measure.

Grantees will be required to submit monthly reports using CMBHS for all their performance measures and are expected to monitor their performance throughout the project period. Grantees are expected to plan data-gathering and data-entry tasks associated with the performance measures. (See **Form F** and **Form J**). Grantees will be using data-gathering forms provided by the System Agency to help gather and submit their required data reports. The System Agency will provide information and technical assistance to Grantees about the Performance Measures during the System Agency's Annual Directors' Meeting.

The use of CMBHS is not limited by the performance measures. Grantee may be required to use other CMBHS components and meet CMBHS training requirements per request by the System's Agency.

The tables below are a summary of the Performance Measures by Program Type. Applicants can find detailed descriptions of each performance measure and its requirements in **Appendix A: Performance Measures Definitions and Guidance**.

Table 1. Community Coalition Partnership (CCP)

Category	Performance Measure Name
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Information Dissemination	Number of media awareness activities focused on the state's four prevention priorities, and the statewide media campaign
Information Dissemination	Number of social media messages focused on the state's four prevention priorities, and the statewide media campaign
Information Dissemination	Number of media contacts focused on the state's four prevention priorities
Community-Based Process	Number of youth attending community-based education and mobilization activities
Community-Based Process	Number of adults attending community-based and mobilization activities.
Environmental & Social Policy	Number of environmental strategies implemented to change policies and influence social norms related to the State's four prevention priorities.
Environmental & Social Policy	Number of Coalition presentations focused on changing policies and influencing social norms related to the State's four prevention priorities.
Environmental & Social Policy	Number of youth attending Coalition presentations focused on changing policies and influencing social norms related to the State's four prevention priorities.
Environmental & Social Policy	Number of adults attending Coalition presentations focused on changing policies and influencing social norms related to the State's four prevention priorities.

Table 2. Prevention Resource Center (PRC)

Category	Performance Measure Name
Information Dissemination	Number of organizations receiving data or information on other community resources
Information Dissemination	Number of media awareness activities focused on the State's four prevention priorities and the statewide media campaign
Information Dissemination	Number of social media messages focused on the State's four prevention priorities and the statewide media campaign.
Information Dissemination	Number of media contacts focused on the State's four prevention priorities.
Community-Based Process	Number of adults attending meetings and presentation focused on sharing and receiving data
Community-Based Process	Number of meetings conducted with community stakeholders focused on community collaboration related to data and resources
Community-Based Process	Number of prevention trainings coordinated and hosted for the region
Community-Based Process	Number of adults attending trainings coordinated and/or hosted in the region.

Environmental and Social Policy	Number of voluntary compliance checks successfully conducted on-site with tobacco retailers
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Table 3. Youth Prevention (YPU, YPS, and YPI)

Category	Performance Measure Name
Prevention Education	Number of youth receiving prevention education (approved evidence-based curriculum)
Prevention Education	Number of adults receiving prevention education (for programs implementing approved evidence-based family-focused curriculum only)
Positive Alternatives	Number of youth involved in Positive Alternatives.
Positive Alternatives	Number of adults involved in Positive Alternatives
Problem Identification and Referral	Number of youth referred to other support services (YPI)
Problem Identification and Referral	Number of adults referred to other support services (for YPI / evidence-based family-focused curriculum only)
Information Dissemination	Number of alcohol, tobacco, and other drugs (ATOD) presentations
Information Dissemination	Number of youth attending alcohol, tobacco, and other drugs (ATOD) presentations
Information Dissemination	Number of adults attending alcohol, tobacco and other drugs (ATOD) presentations
Information Dissemination	Number of social media messages focused on the state's four prevention priorities and the social media campaign
Community-Based Process	Number of youth attending community-based education and mobilization activities.
Community-Based Process	Number of adults attending community-based education and mobilization activities.

2.12 PROHIBITIONS

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

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
5. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;

7. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or for participants in a prevention activity occurring after-school or outside the school setting for four (4) or more hours;
8. Membership dues for individuals;
9. Any expense or service that is readily available at no cost to the grant project;
10. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
11. Fundraising;
12. Statewide projects; (with the exception of state prevention media campaign, Red Ribbon event or any other approved substance use and misuse prevention event or activity by the System Agency)
13. Any other prohibition imposed by federal, state, or local law; and
14. The acquisition or construction of facilities
15. Substance use treatment services.

2.13 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); the *Uniform Grant Management Standards (UGMS)*; Title 25 of the *Texas Administrative Code (TAC)* - Chapter 447; and all statutes, requirements, and guidelines applicable to this funding.

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

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

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

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

English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

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

2.14 DATA USE AGREEMENT

By entering into a Grant Agreement with the System Agency as a result of this Solicitation, Applicant agrees to be bound by the terms of the **Data Use Agreement** attached as **Exhibit C**. Grantee will exchange data with the System Agency through the required data activities and required reports in this RFA or any other required data exchange by the Contract of the Grantee. All the prevention program types hold meetings, webinars and presentations in which data is exchanged between the System Agency and the Grantee as it related to the scope of work or Grantee contract with the System Agency. System Agency will provide technical assistance and information about data use and data exchange during the Annual Project Director's meeting that is expected to be held during first quarter of every year.

2.15 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Applicant under any awarded Grant, if any, resulting from this Solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

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ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	Monday, March 11, 2019
Applicant Conference (optional)	Wednesday, March 20, 2019 at 10:00 am CST
Deadline for Submitting Questions	Thursday, March 21, 2019 at 5:00 pm CST
Answers to Questions Posted	Wednesday, March 27, 2019
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	Thursday, April 4, 2019 by 2:00 pm CST
Anticipated Notice of Award	August 15, 2019
Anticipated Contract Start Date	September 1, 2019

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

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

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

3.3 IRREGULARITIES

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

3.4 INQUIRIES

3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's point of contact addressed to the person listed below (Point of Contact). All communications between Applicants and other System Agency staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of Applicant's Solicitation Response.**

Name: Valerie Griffin
Title: Contract Specialist
Address: 1100 W 49th Street, Austin, Texas 78756
Phone: 512.406.2458
Email: Valerie.griffin@hhsc.state.tx.us

3.4.2 Prohibited Communications

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

3.4.3 Questions

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

1. Identifying Solicitation number
2. Section number
3. Paragraph number
4. Page number
5. Text of passage being questioned
6. Question

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

3.4.4 Responses

Responses to questions or other written requests for clarification will be posted on the HHS Grants Website. The System Agency reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers may be posted on the HHS Grants Website. It is Applicant's responsibility to check the HHS Grants Website or contact the Point of Contact for updated responses. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all similar questions in any manner at the System Agency's sole discretion.

3.4.5 Clarification request made by Applicant

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

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 All Applications must be:

1. Clearly legible;
2. Sequentially page-numbered and include the Applicants name at the top of each page;
3. Organized in the sequence outlined in **Article 9, Submission Checklist**;
4. In Arial or Times New Roman font, size 12 font, no less than size 10 for tables, graphs, and appendices;
5. Blank forms provided in the attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
6. Correctly identified with the RFA number and submittal deadline;
7. Each page must have a page number, name of the Applicant entity and program type.
8. Responsive to all RFA requirements; and
9. Signed by an authorized official in each place a signature is needed (copies must be signed but need not bear an original signature).

3.5.2 Submission in Separate Parts

If Applicant is proposing to provide more than one type of program, a complete separate RFA is required per program type per health region. If a single program type is delivered in multiple sites within a health region, it shall be scored as a single proposal.

Applicant is required to submit one hard copy, and one electronic proposal application. The electronic application shall be submitted on a flash drive and organized into the following required named folders:

1. **Administrative Information**, including **Forms A** and **B-1** and/or **B-2**;

2. **Narrative Proposal**, including **Forms C** through **J** as applicable to program type;
3. **Expenditure Proposal**, including **Forms M** through **O**; and
4. **Exhibits and Other Required Forms**.

The entire Solicitation Response must be submitted in one package to HHSC at the address listed in **Section 3.6.3**.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3** time-stamped by the System Agency no later than the date and time specified in **Section 3.1**.

3.6.2 Labeling

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

<u>SOLICITATION NO.:</u>	HHS0000776
<u>SOLICITATION NAME:</u>	Substance Use and Misuse Prevention Services
<u>SOLICITATION RESPONSE DEADLINE:</u>	April 4, 2019 at 2:00 pm CST
<u>FOR:</u>	Prevention Participation Services
<u>PURCHASER:</u>	Valerie Griffin
<u>RESPONDENT'S NAME:</u>	_____

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

3.6.3 Delivery

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

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

HHSC Procurement and Contracting Services (PCS)
 Bid Room
 Attn: Valerie Griffin
 Service Building (Building S)
 1100 W. 49th Street, MC 2020
 Austin, Texas 78756

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

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, an Applicant may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. The System Agency may request Solicitation Response Modifications at any time.

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ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 THREE-STEP PROCESS

A three-step selection process will be used:

1. Eligibility screening;
2. Specific evaluation criteria;
3. Final Selection based upon State priorities.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the evaluation stage.

Proposals are initially screened for eligibility and completeness. The preliminary screening or eligibility criteria requirements include the following:

1. A complete proposal received on or before the proposal due date and time.
2. The original proposal bears a verifiable signature of the authorized official of the Applicant organization on **Form A: Respondent Information (Face Page)**.
3. If a Grantee chooses to contract for goods and services using the funding awarded in this grant, HHSC encourages the Grantee to utilize HUBs to provide those goods and services where possible.
4. **Form K: Administrative Information** will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of the System Agency.
5. Must have a Texas address. A post office box may be used when the proposal is submitted, but the Applicant must conduct business at a physical location in the Texas region where services are to be provided prior to the date that the grant is awarded.

In conducting the screening process, the System Agency at its sole discretion may give Applicants an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process.

Proposals may be excluded from review and evaluation based on the screening process or administrative information provided on Form K.

4.3 EVALUATION

Applications will be evaluated and scored in accordance with the factors required by **Section 2.9, Program Requirements; Article 5, Narrative Proposal**; and other factors deemed relevant by HHSC.

4.3.1 Specific Evaluation Criteria

Grant applications shall be evaluated based upon applicant responses to the criteria required on the forms mentioned below. *See also, **Exhibit H, Evaluation Tool**.*

Evaluation Criteria	Percentage Value
<u>Program forms to evaluate criteria:</u> <u>Form C: Executive Summary:</u> <u>Form D: Corporate Background & Experience:</u> <u>Form E: Applicant Readiness:</u> <u>Form F: Work Plan:</u> <u>Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model:</u> <u>Form I: 12 Community Sector Representation:</u> <i>(Applicant must submit separate forms for each proposed Program)</i> Proposals which serve special populations, such as military/veteran families and their children, Tribal communities, homeless individuals, rural communities, Colonias, LGBT and populations with health disparities related to substance use and misuse according to the state's four prevention priorities.	80
Financial Management and Administration Form N: Expenditure Proposal Form O: Indirect Cost Agreement <i>(Applicant must submit a separate set of Budget forms for each proposed Program)</i>	20
Total	100

4.4 FINAL SELECTION BASED UPON STATE PRIORITIES

HHSC intends on making multiple awards. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in **Section 4.3**, a selection committee will look at all eligible Applicants to determine which proposals should be awarded in order to most effectively accomplish state priorities. The selection committee will recommend grant awards to be made to the HHSC Executive Commissioner, who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, community need, population of focus, state priorities, availability of funding, and cost-effectiveness.

In the event of tied scores during the evaluation of proposals, the following criteria will be used to break the tie:

1. Overall number of people each Applicant is proposing to serve;
2. Estimated cost per participant;
3. Past performance;
4. Proposal to serve special population(s), underserved geographic area(s), or disaster impacted areas;
5. Letters of Agreement or Letters of Support;
6. Staff qualifications and expertise;
7. Quality of work plan proposed to meet the needs described in the needs assessment;
8. Demonstrated understanding of the Strategic Prevention Framework and how proposed services align with the model;
9. Innovative activities and/or interventions; and
10. Current award(s) from state, federal, and/or local grant funding for substance use and misuse prevention services.

4.5 NEGOTIATION AND AWARD

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

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

1. An in-depth discussion of the submitted proposal and budget; and
2. Requests from HHSC for clarification or additional detail regarding submitted Application.

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

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

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the Applicant must be specifically detailed in writing by the Applicant on Exhibit D, Exceptions Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject

each proposed exception. HHSC will not consider exceptions submitted separately from the Applicant's proposal or at a later date.

HHSC will post to the HHS Grants Website and may publicly announce a list of Applicants whose applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Applicant's proposal and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

The System Agency reserves the right to ask questions or request clarification from any Applicant at any time during the application process.

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ARTICLE 5. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

Applicants will submit a narrative proposal for each program being applied for by providing narrative responses to this RFA utilizing **Forms C** through **Form J**. This is a summary of the narrative proposal instructions and lists the sections and Forms that the proposal must complete and address. Applicants are expected to read the instructions carefully of this RFA and each section or form required in the narrative proposal. Applicant are also expected to utilize the attached appendices to help write their proposals. The required sections of the project narrative are broken out into a series of supporting forms attached to this RFA. Based on the type of program being applied for, Applicants must use the corresponding forms and appendices, and respond to a series of narrative questions. For example, Applicants submitting a CCP proposal must use all forms corresponding to a CCP-specific Program, while YP proposals will use forms corresponding to YP-specific Programs. All the sections and forms make up the Applicant's narrative proposal. Applicants must provide separate narrative proposals for each program as required in each form. The answers to the requirements must be found in the narrative of each section or each form.

The System agency reserves the right to evaluate and consider the proposals that answer the requirements described outside the correspondent section and form.

The required sections and corresponding forms of the narrative proposal are:

ARTICLE 1. Form C: Executive Summary

Applicants will use **Form C: Executive Summary** to briefly describe the organization's broad understanding of the Applicant's approach to meeting the RFA's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this RFA. (Limit Executive Summary response to a maximum of one page)

ARTICLE 2. Form D: Corporate Background & Experience

Applicant will use **Form D: Corporate Background & Experience** to detail the organization's general corporate and organizational background and experience in delivering substance use and misuse or primary prevention services. Applicants will detail specific areas of expertise in the delivery of the services required in this RFA.

ARTICLE 3. Form E: Applicant Readiness

Applicants will use **Form E: Applicant Readiness** to describe the organization's capacity to provide substance use and misuse services and meet the requirements of this RFA. Applicants will detail the organization's intended staffing pattern and provide the qualifications and experience of the Executive Director and the Prevention Program Director (if currently staffed). Applicants must use the **Form E: Applicant Readiness** that corresponds to the specific Program Type being applied for (**Form E-1: CCP; Form E-2: PRC; and Form E-3: Youth Prevention**).

ARTICLE 4. Form F: Work Plan

Applicants will use **Form F: Work Plan** to describe the organization's plan to provide the services required in this RFA. Applicants will describe the proposed target service area and population and describe in detail activities and strategies to be delivered with each program. Applicants must use the **Form F: Work Plan** that corresponds to the specific Program Type being applied for (**Form F-1: CCP; Form F-2: PRC; Form F-3: Youth Prevention**).

ARTICLE 5. Form G: List of Proposed School/Community Sites to Be Served

Applicants will use **Form G: List of Proposed School/Community Sites to Be Served** to detail all school and community sites where evidence-based prevention curriculum will be delivered. **Form G: List of Proposed School/Community Sites to Be Served** will be used to inform the HHSC-required reporting system of all locations being served in the state with evidence-based prevention curriculum. Applicants must complete and submit a separate **Form G: List of Proposed School/Community Sites to Be Served** for each specific Youth Prevention Program being applied for: YPI, YPS, and YPU.

ARTICLE 6. Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model

Applicants will use **Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model** as a flow chart or graphic representation of logical connections between program activities and program goals. The logic model will include the identified problem in the community, the intervening variables and contributing factors, and the strategies to achieve the short and long-term outcomes to address the problem. Applicants must complete and submit a separate **Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model** for each specific CCP Program being applied for.

ARTICLE 7. Form I: 12 Community Sector Representation

Applicants will use **Form I: 12 Community Sector Representation** to document a CCP-specific Program's effort to secure coalition memberships from each of the twelve (12) required community sectors. Applicants must complete and submit a separate **Form I: 12 Community Sector Representation** for each CCP-specific Program being applied for.

ARTICLE 8. Form J: Proposed Performance Measures and Goals

Applicants will use **Form J: Proposed Performance Measures and Goals** to define their target goals associated with the work plan described in **Form F**. Applicants must complete and submit a separate **Form J: Proposed Performance Measures and Goals**.

ARTICLE 9. Form K: Administrative Information

Applicants will use **Form K: Administrative Information** to provide identification and contract history.

ARTICLE 10. Form L: Contact Person Information

Applicants will use **Form L: Contact Person Information** to provide contact information.

5.1.2 Project Work Plan

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

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ARTICLE 6. REQUIRED APPLICANT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Applicant must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article 3**, Applicant must provide the following information

6.2 LITIGATION AND CONTRACT HISTORY

Applicant must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant.

Solicitation Response may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.3 CONFLICTS

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

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

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Applicant awarded a contract greater than \$1 million dollars must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website, <https://ethics.state.tx.us/>, and additional instructions will be given by HHSC to successful Applicants.

6.4 AFFIRMATIONS AND CERTIFICATIONS

Applicant must complete and return all of the following exhibits. Exhibits and Forms are listed in **Article 9** of this RFA.

1. **Exhibit A, Affirmations and Solicitation Acceptance**
2. **Exhibit C, Data Use Agreement (DUA)**
3. **Exhibit C-1, Attachment 2 to DUA, Security and Privacy Inquiry (SPI)**
4. **Exhibit D, Exceptions Form (if applicable)**
5. **Exhibit E, Assurances - Non-Construction Programs**
6. **Exhibit F, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification**
7. **Exhibit G, Certification Regarding Lobbying**

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ARTICLE 7. EXPENDITURE PROPOSAL

7.1 EXPENDITURE PROPOSAL

Form N of this RFA is the template for submitting the Expenditure Proposal. Applicants must complete this form and place it in a separate, sealed package, clearly marked with the Applicant's name, the RFA number, and the RFA submission date.

Applicants applying for multiple Program Types must submit a separate set of Budget Forms (**Form N**) for each Program Type and curriculum proposed.

Applicants will budget and provide five percent (5%) Match based on the amount requested to be awarded for each Program Type. Match may be provided either in cash or in-kind. Cash match must be made from funds eligible to be used as matching funds.

Applicants must base their Expenditure Proposal on the Statement of Work described in **Article 2** of this RFA. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

Applicants must demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

Applicant must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effective consideration given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was arrived at.

Matching funds must also be identified in the Expenditure Proposal, including both anticipated matching funds and funds being certified in the proposal. Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from Collaborative partner organizations, donated resources, or in-kind contributions committed specifically for the proposed project. State or federal funds may not be used as Match.

The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS.

7.2 Indirect Cost Rate (ICR)

All Applicants are required to complete and submit **Form O** the HHS System Indirect Cost Rate information, along with the required supporting documentation. HHSC will recognize the following pre-approved Indirect Cost Rates:

1. Federally Approved Cost Allocation Plan
2. Federally Approved Indirect Cost Rate Agreement
3. State of Texas Cognizant Agency Indirect Cost Rate

If the Grantee does not have one of the options listed above, then the Grantee may be eligible for the 10% de minimis or an indirect cost rate. The HHS System Contract Oversight and Support (COS) will outreach applicable Grantees after contract award to complete the ICR process. Applicants should respond the COS request timely to ensure that the ICR is issued as timely as possible.

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ARTICLE 8. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Costs Incurred

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

8.1.2 Contract Responsibility

The System agency will look solely to Applicant for the performance of all contractual obligations that may result from an award based on this Solicitation. Applicant shall not be relieved of its obligations for any nonperformance by its contractors.

8.1.3 Public Information Act

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

8.1.4 News Releases

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

8.1.5 Additional Information

By submitting a proposal, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, an Applicant generally releases

from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in evaluating proposals.

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ARTICLE 9. SUBMISSION CHECKLIST

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

Original Solicitation Response Package

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

1. Administrative Information (Forms A and B)

- a. Form A: Respondent Information (Face Page) _____
- b. Form B-1: Governmental Entity (if applicable) _____
- c. Form B-2: Nonprofit Entity (if applicable) _____

2. Narrative Proposal Forms (Forms C through L) (Article 5)

- a. Form C: Executive Summary _____
- b. Form D: Corporate Background & Experience _____
- c. Form E: Respondent Readiness _____
- d. Form F: Work Plan _____
- e. Form G: List of Proposed Schools/Community Sites to Be Served _____
- f. Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model _____
- g. Form I: 12 Community Sector Representation _____
- h. Form J: Proposed Performance Measures and Goals _____
- i. Form K: Administrative Information _____
- j. Form L: Contact Person Information _____

3. Expenditure Proposal (Forms M – P, template included - Form N) (Article 7)

- a. Form M: Financial Management & Administrative Questionnaire _____
- b. Form N: Expenditure Proposal _____
- c. Form O: Indirect Cost Rate Agreement _____

4. Applicable Exhibits (to be included in Solicitation Package) (Section 6.4)












- a. Exhibit A, Affirmations and Solicitation Acceptance _____
- b. Exhibit C, Data Use Agreement (DUA) _____
- c. Exhibit C-1, Attachment 2 to DUA, Security and Privacy Inquiry (SPI) _____
- d. Exhibit D, Exceptions Form (if applicable) _____
- e. Exhibit E, Assurances - Non-Construction Programs _____
- f. Exhibit F, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification _____
- g. Exhibit G, Certification Regarding Lobbying _____

Copies of Solicitation Response Package

Applicant will provide the following number of **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

- 1** Electronic copy of **Administrative Information**
- 1** Electronic copy of **Narrative Proposal**
- 1** Electronic copy of **Expenditure Proposal**
- 1** Electronic copy of **Applicable Exhibits**

ARTICLE 10. LIST OF FORMS, EXHIBITS, AND APPENDICES

Administrative Information Forms	
Form A: Respondent Information (Face Page)	 Form A Respondent Information.docx
Form B-1: Governmental Entity	 Form B1 Governmental Entity
Form B-2: Nonprofit Entity	 Form B2 Nonprofit.docx
Narrative Proposal Forms	
Form C: Executive Summary	 Form C Executive Summary.docx
Form D: Corporate Background & Experience	 Form D Corporate Background & Expe
Form E-1: Applicant Readiness (CCP)	 Form E-1 CCP Applicant Readiness
Form E-2: Applicant Readiness (PRC)	 Form E-2 PRC Applicant Readiness
Form E-3: Applicant Readiness (Youth Prevention: YPI, YPS, and YPU)	 Form E-3 YP Applicant Readiness
Form F-1: Community Coalition Partnership (CCP) Work Plan	 Form F-1 CCP Work Plan.docx
Form F-2: Prevention Resource Center (PRC) Work Plan	 Form E-2 PRC Applicant Readiness
Form F-3: Youth Prevention (YPI, YPS, and YPU) Work Plan	 Form F-3 YP Work Plan.docx

























Form G: List of Proposed Schools/Community Sites to Be Served (applicable to Youth Prevention Programs only)	 Form G List of Proposed Sites.docx
Form H: FY2019 Community Coalition Partnerships (CCP) Logic Model	 Form H CCP Logic Model.docx
Form I: 12 Community Sector Representation	 Form I 12 Community Sector I
Form J-1: Performance Measures and Goals, Community Coalition Partnership (CCP)	 Form J-1 CCP Performance Measu
Form J-2: Performance Measures and Goals, Prevention Resource Center (PRC)	 Form J-2 PRC Performance Measu
Form J-3: Performance Measures and Goals, Youth Prevention (YPI, YPS, and YPU)	 Form J-3 YP Performance Measu
Form K: Administrative Information	 Form K Administrative Infor
Form L: Contact Person Information	 Form L Contact Person Information.
Budget Expenditure and Financial Management Forms	
Form M: Financial Management & Administrative Questionnaire	 Form M Financial Management.docx
Form N: Expenditure Proposal	 Form N Expenditure Proposal.xlsx
Form O: Indirect Cost Rate Agreement	 Form O Indirect Cost Rate Agreemen
Applicable Exhibits	

Exhibit A - Affirmations and Solicitation Acceptance, v.1.3	 Exhibit A Affirmations.docx
Exhibit B - HHSC Uniform Terms and Conditions – Grant, Version 2.16	 Exhibit B HHSC UTC Grant 2.16.pdf
Exhibit C - Data Use Agreement (DUA), v.8.4 Exhibit C-1 - Attachment 2 to DUA, Security and Privacy Inquiry (SPI), v.2.1	 Exhibit C DUA 8.4.pdf  Exhibit C-1 SPI 2.1.pdf
Exhibit D - Exceptions Form	 Exhibit D Exceptions Form.doc
Exhibit E - Assurances - Non-Construction Programs	 Exhibit E Assurances - Non-C
Exhibit F - Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification	 Exhibit F FFATA.docx
Exhibit G - Certification Regarding Lobbying	 Exhibit G Certification Regard
Exhibit H: Evaluation Tool	 Exhibit H Evaluation Tool
Exhibit I - HHSC Special Conditions, Version 1.1	 Exhibit I HHSC Special Conditions 1
Appendices A through C	
Appendix A: Performance Measures Definitions and Guidance	 App A Performance Measures.docx

Appendix B: HHSC Approved Curriculum List	 App B HHSC Approved Curriculum
Appendix C: Map of HHS Health Regions	 Appendix C.DX HHSC Regional Map

**ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO THIS FORM, SHOULD BE
INSERTED 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: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

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

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

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


Signature of Authorized
Representative

Date Signed

03/25/19

GOVERNOR
Printed Name and Title of
Authorized Representative
Eugene Michael Silvas,
Tribal Governor

Phone Number

(915) 859-8053

Federal Employer Identification
Number
74-1851338

Fax Number

(915) 859-2988

DUNS Number
074860404

Email Address
laustin@ydsp-nsn.gov

Physical Street Address
119 S. Old Pueblo Road

City, State, Zip Code
El Paso, Texas 79907

Mailing Address, if different

City, State, Zip Code

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.

Ysleta del Sur Pueblo YPS

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 Tribal Governor
APPLICANT ORGANIZATION Ysleta del Sur Pueblo	DATE SUBMITTED 03/25/2019

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

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.

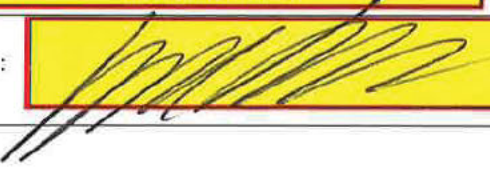
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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			
Ysleta del Sur Pueblo			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:		* First Name:	Eugene
		Middle Name:	Michael
* Last Name:	Silvas		Suffix:
* Title:	Tribal Governor		
* SIGNATURE:			* DATE:
			03/25/2019