

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000780500001  
COMMUNITY HEALTH WORKERS (CHWs)  
GRANT PROGRAM**

**I. PURPOSE**

The **HEALTH AND HUMAN SERVICES COMMISSION** ("System Agency"), a pass-through entity, and **BORDER REGION MHMR COMMUNITY CENTER DBA BORDER REGION BEHAVIORAL HEALTH CENTER** ("Performing Agency," "Grantee," or "Contractor") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for **COMMUNITY HEALTH WORKERS (CHWs)** to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD) (the "Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code and Texas Government Code Chapters 531 and 2155, as applicable.

**III. DURATION**

The Contract is effective July 1, 2020, and terminates on August 31, 2021 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**

- A. The total amount of this Contract will not exceed **\$730,800.00**.
- B. System Agency Share total reimbursements will not exceed **\$696,000.00** for the period from July 1, 2020 through August 31, 2021, as follows:
  1. Fiscal Year 2020 is allocated **\$232,000.00** for the term of July 1, 2020 through August 31, 2020.
  2. Fiscal Year 2021 is allocated **\$464,000.00** for the term of September 1, 2020 through August 31, 2021.
- C. For each Fiscal Year, Performing Agency is required to provide, a five percent (5%) match requirement. In accordance with **ATTACHMENT B**, Performing Agency's budgeted match requirements are as follows:
  1. Fiscal Year 2020, July 1, 2020 through August 31, 2020 - **\$11,600.00**.
  2. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - **\$23,200.00**.

D. Total Contract Value will not exceed **\$730,800.00** for the period from July 1, 2020 through August 31, 2021, with the Parties combined allocated and matching amounts as follows:

1. Fiscal Year 2020, July 1, 2020 through August 31, 2020 - **\$243,600.00**.
2. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - **\$487,200.00**.

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

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within Attachment B, Budget and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT J, INDIRECT COST RATE LETTER**.

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 J** 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 J** and amended **ATTACHMENT B**.

## **V. REPORTING REQUIREMENTS**

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

- A. Oriented Values and Principles Written Policy
- B. Behavioral Health Disparities Impact Statement
- C. Policies and Procedures
- D. Quarterly report
- E. Financial Status Report (FSR)
- F. Invoices in CMBHS
- G. CMBHS Security Attestation Form
- H. Performance Measures
- I. Contract Closeout Documents

## **VI. CONTRACT REPRESENTATIVES**

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

### **System Agency**

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

**Performing Agency**

Border Region MHMR Community Center  
DBA Border Region Behavioral Health Center  
1500 Pappas St  
Laredo, TX 78041  
Attention: Maria Sanchez

**VII. LEGAL NOTICES**

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

**System Agency**

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

**Performing Agency**

Border Region MHMR Community Center  
DBA Border Region Behavioral Health Center  
Address: 1500 Pappas St.  
City and Zip: Laredo, TX 78041  
Point of Contact: Laura A. McCoy  
Chief Financial Officer  
Telephone: 956-794-3020  
E-Mail Address:  
[lauram@borderregion.org](mailto:lauram@borderregion.org)

**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**

- A. Grantee Data Universal Numbering System (DUNS) Number: 044291859
- B. Federal Award Identification Number (FAIN): B08TI010051-19
- C. Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):
  - Substance Abuse Prevention Treatment (SAPT) grant, 93.959
- D. Federal Award Date: 08/05/2019
- E. Federal Award Period: 10/01/2018-09/30/2020

- F. Name of Federal Awarding Agency: Department of Health and Human Services
- G. Awarding Official Contact Information: Linda Fulton, Program Official, Phone: (240) 276-1419, email: [wendy.pang@samhsa.hhs.gov](mailto:wendy.pang@samhsa.hhs.gov)

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000780500001**

**HEALTH AND HUMAN SERVICES COMMISSION**

DocuSigned by:  
*Trina Ita*  
97DC84070502414...  
Trina Ita

Associate Commissioner

Date of Execution: June 30, 2020

**BORDER REGION MHMR COMMUNITY  
CENTER DBA BORDER REGION  
BEHAVIORAL HEALTH CENTER**

DocuSigned by:  
*Maria Sanchez*  
99A9F87D9E7A486...

Maria Sanchez

Executive Director

Date of Execution: June 30, 2020

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000780500001  
ARE INCORPORATED BY REFERENCE:**

<b>ATTACHMENT A</b>	<b>STATEMENT OF WORK</b>
<b>ATTACHMENT A-1</b>	<b>STATEMENT OF WORK SUPPLEMENTAL</b>
<b>ATTACHMENT B</b>	<b>BUDGET</b>
<b>ATTACHMENT C</b>	<b>UNIFORM TERMS AND CONDITIONS - GRANT</b>
<b>ATTACHMENT D</b>	<b>CONTRACT AFFIRMATIONS</b>
<b>ATTACHMENT E</b>	<b>SPECIAL CONDITIONS</b>
<b>ATTACHMENT F</b>	<b>FEDERAL ASSURANCES AND CERTIFICATIONS</b>
<b>ATTACHMENT G</b>	<b>DATA USE AGREEMENT</b>
<b>ATTACHMENT H</b>	<b>NON-EXCLUSIVE LIST OF APPLICABLE LAWS</b>
<b>ATTACHMENT I</b>	<b>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)</b>

**ATTACHMENTS FOLLOW**

**ATTACHMENT A  
STATEMENT OF WORK (SOW)**

**I. PURPOSE:**

The Substance Use Disorder Community Health Worker (SUD CHW) program allows Community Health Workers and Promotoras to increase linkage and retention in substance use, mental health, and medical services for Texas residents living with substance use disorders (SUD).

**A. GOALS:**

1. Address behavioral health disparities in the program service area.
2. Increase opportunities for substance users, including opioid users, to reduce harms related to substance use.
3. Increase retention in substance use and mental health services.
4. Help individuals address medical needs.
5. Help individuals who desire change to build a foundation for their recovery.

**B. ELIGIBLE POPULATION:**

Any individual who use substances. This population may include, but is not limited to, adults and youth, populations who are marginalized or stigmatized, experiencing housing instability or homelessness, inject substances, live with or at risk of Hepatitis C Virus (HCV) or Human Immunodeficiency Virus (HIV), in need of medical and or mental health services, experience greater barriers to entering treatment or recovery services, and those seeking to enhance their recovery capital and maintain their recovery from substance use disorders.

**II. SERVICE REQUIREMENTS:**

**A. Administrative and Organizational Requirements**

Performing Agency shall:

1. Hire a minimum of six (6) Community Health Workers (CHW) within 45 business days of contract execution. The Performing Agency shall maintain and employ a minimum of six (6) CHW staff for the duration of the contract.
  - a. Performing Agency shall notify System Agency within 10 business days when any staff changes including separation occur.
  - b. CHW will work in teams of two (2) at all times, while in the community; and
  - c. Designate one (1) of the six (6) CHW as the CHW Program Director, the Program Director will provide oversight authority.
2. Ensure that the Program Director:
  - a. Spends, at minimum, fifty percent (50%) of work time delivering direct participant services which meet this Contract performance measures.
  - b. Participates on all programmatic conference calls as scheduled by System Agency. Performing Agency's executive management and any other staff may be included in the conference calls, but it is required that the Program Director attend the call, unless otherwise agreed to in writing by System Agency. If Performing Agency is unavailable for a scheduled conference call they are to contact the SUD PPP (Substance Use Disorder Programs, Planning & Policy)

directly to provide them with the reason they cannot attend, and a date of when they can reschedule the call.

3. Ensure Performing Agency provides CHW's with an insured vehicle(s) to conduct activities. Performing Agency may lease or purchase vehicle(s) for the CHW to conduct the activities within the Contract. Performing Agency shall ensure the following:
  - a. If Performing Agency elects to purchase vehicle(s), the budget must document the purchase under "equipment" and provide the planned purchase information (Year, Make, Model) under "Justification".
  - b. If Performing agency elects to lease vehicle(s), the budget must document the purchase under "Other" and provide the vehicle(s) information (Year, Make, Model) under "Justification".
  - c. All purchases must be approved by the System Agency before funds can be expended. The System Agency will not reimburse for expenditures not included in the System Agency approved budget.
  - d. Performing Agency shall submit the supportive documents to support the expenditures of the vehicles(s) to the assigned contract manager.
  - e. Upon request, Performing Agency shall provide capital expenditure asset information to System Agency.
4. Provide all services and activities with individuals in a respectful, non-threatening, non-judgmental, and confidential manner.
5. Ensure program, policies and procedures do not discriminate against any participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability, sexual orientation, medical condition, HIV Status, or length of time in recovery, including those who have returned to use or are currently using substances.
6. Provide all services in a culturally, linguistically, and developmentally appropriate manner for individuals, families and significant others as evidenced by:
  - a. Building a diverse team that may include the use of CHWs who are indigenous to the communities and populations served, people who speak the language of the community, reflect similar cultural background to those served, have lived experience with mental health and substance use including injection drug use, people who speak openly about their recovery and identify as a peer, people who are living with HIV (Human Immunodeficiency Virus) or HCV (Hepatitis C Virus), people who can speak openly about gender and sexual diversity, and people who have lived experience with housing instability and homelessness, and other people who reflect and identify with the priority population.
  - b. Pamphlets and other materials for education and health are written at appropriate literacy levels of the eligible population;
  - c. Literature and signage in languages of the eligible populations;
  - d. Use of interpreters as appropriate; and
  - e. Lobby and office environment welcoming to the eligible population.
7. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a network of community and social service agencies serving or having an interest in the eligible population. MOUs will be executed within ninety (90) calendar

- days after contract execution and shall encourage networking, coordination, and referrals to help address the needs of the priority population, their families, and supportive allies.
8. Maintain copies of the signed MOUs on file for System Agency review upon request. Performing Agency shall review and update all executed MOUs annually. All MOUs shall include at a minimum:
    - a. Collaborative vision;
    - b. Purpose and concept;
    - c. Collaborative goals and desired outcomes;
    - d. Description of participating organizations;
    - e. Methods of Collaborative roles and responsibilities;
    - f. Provisions to address the non-duplication of services;
    - g. Signatures of both parties; and
    - h. Beginning and end dates.
  
  9. Develop, implement, and enforce a written policy that includes at a minimum the System Agency's Recovery Oriented Values and Principles, delivery of person centered services, standards for CHW, Philosophy and Standards for Harm Reduction services, documenting and reporting policy, and train all staff on data collection reporting requirements related to contract performance measures. Performing Agency shall develop this policy within 90 calendar days of contract execution, for System Agency approval, this report shall be labeled as the Oriented Values and Principles written policy.
    - a. Develop, submit to System Agency, implement and ensure the following Recovery Oriented Values and Principles are stated in policy and adhered to within the Performing Agency's organization:
      - i. Choice and Self Determination:
        - 1) provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;
        - 2) ensure services are self-directed, participant-driven, and reflect goals in multiple life domains;
        - 3) acknowledge an individual's choice for their own pathway to wellness; and
        - 4) be supportive and explore options for the priority population.
      - ii. Community Integration:
        - i. provide individuals the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery, health, and wellness;
        - ii. work with the eligible population to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their goals and rebuilding their lives within their community;
        - iii. align organizational policies to ensure CHW have access to transportation and other resources to work with individuals outside of the organizational setting and in the local communities;
        - iv. ensure CHW engage in assertive outreach in locations and times where the eligible populations are likely to be found; and
        - v. utilize community or social services agency linkages to ensure CHW provide warm hand-offs when transferring or referring individuals to community resources.



10. Opioid Overdose Reversal Kits:

- a. Are to be distributed to
  - i. Individuals eligible for program services who use opioids;
  - ii. Support systems which may be able to reverse the individuals overdoses; or
  - iii. Eligible individuals who may be in the position to reverse an opioid overdose.
- b. Performing Agency will ensure any health kits provided for eligible population are individually packaged for CHWs to distribute.
- c. Will be documented in a Monthly Work Log; System Agency will provide the work log. Performing Agency shall Document the count of Opioid Reversal kits dispersed to include reports of successful reversals in the work log. Performing Agency shall provide this information to System Agency upon request.
- d. Will not be distributed to individuals outside the eligible population without prior written approval from System Agency.
- e. Performing Agency shall not be placed under, restrict access, or put undue burden on CHW staff ability to distribute lifesaving overdose reversal kits.

11. Provide unrestricted internet access to CHWs to find resources and educational materials for eligible individuals.

12. Develop and submit a behavioral health disparities impact statement no later than 60 calendar days of contract execution. Performing Agency shall submit any revisions to the behavioral health disparities impact statement within 60 calendar days after each new fiscal year begins. At a minimum the impact statement/s should address how program has identified the subpopulation and will provide service to those populations, including who are marginalized or stigmatized in the service area which may experience greater barriers to behavioral health services.

13. Purchase and provide a professional messenger bags or side bags for CHWs to carry supplies, one per staff member. Purchase of the messenger bag must be approved by System Agency.

**B. Community Health Services**

Performing Agency shall:

1. Develop, submit, and maintain written policies and procedures that require all CHW activities to be conducted in pairs or teams (a minimum of two CHW) which are funded by this contract, while in the community or streets. Performing Agency shall submit the written policies and procedures to System Agency within 60 calendar days of contract execution, this report shall be labeled as the policies and procedures.
2. Develop, submit, and maintain a quarterly report. At minimum the quarterly report will document and or include: Monthly work logs, self-care/and or team building activities, and financial assistance. The quarterly report is due within 15 calendar days after each quarter.
3. Utilize the System Agency provided Monthly Work logs to account for CHW efforts. Work logs will:

- a. reflect efforts by the CHWs without providing personal identifying information of individuals receiving services;
  - b. be retained and provided at System Agency request
  - c. be summarized in the System Agency provided Quarterly Report.
4. Ensure CHW, group facilitation, communication, and events with eligible individuals occur without undue interference from indirect staff or other agency staff not funded by this contract.
  5. Ensure appropriate harm and risk-reduction information, methods, and tools are used by CHWs in their work with the eligible populations.
  6. Promote and encourage entry into substance use disorder and/or mental health services including, intervention, treatment, or recovery by providing referrals, community linkage, and support to eligible individuals.
  7. Refer eligible individuals to other System Agency-funded programs as appropriate.
  8. Use Motivational Interviewing techniques and skills when appropriate to help individuals enhance their confidence and motivation for change.
  9. Promote and encourage entry into medical services, including Hepatitis C Virus (HCV), Hepatitis B Virus (HCV), Human Immunodeficiency Virus (HIV), Tuberculosis (TB), and Sexually Transmitted Infections (STI) testing or treatment by providing referrals, community linkage, and support to individuals in the eligible population.
  10. Provide information, referrals, community linkage, and support to other services and community resources to help individuals in the eligible population improve their lives.
  11. Ensure appropriate training on all information, methods, and tools used and distributed by CHWs. Information, methods, and tools shall be based on the latest scientific research and best practices for reducing harms related to substance use. Methods and tools must include, but are not limited to:
    - a. substance use harm reduction tools including syringe cleaning kits with bleach;
    - b. Pre-Exposure Prophylactic treatments (PrEP) education and information;
    - c. overdose reversal kits including Naloxone;
    - d. condoms, lubricants, and safer sex tools;
    - e. wound care kits;
    - f. hygiene kits.Performing Agency shall ensure that Community Health Workers have these tools and materials available for demonstration and distribution to eligible individuals and their support system when appropriate.
  12. Use the following guidelines for CHW:
    - a. Outreach Competencies: Minimum Standards for Conducting Street Outreach with Hard To Reach Populations; Addiction Technology Transfer Center (ATTC)  
<http://attcnetwork.org/resources/resource.aspx?prodID=438&rcID=2&regionalcenter=2> ;
    - b. The National Institute on Drug Abuse (NIDA) Community-Based Outreach Model: A Manual To Reduce the Risk of HIV and Other Blood-Borne Infections in Drug Users <https://archives.drugabuse.gov/publications/nida-community-based-outreach-model-manual-to-reduce-risk-hiv-other-blood-borne-infections-in-drug>

- c. Ethical Guidelines for the Delivery of Peer-based Recovery Support Services;  
[https://www.naadac.org/assets/2416/whitew2007\\_the\\_pro-act\\_ethics\\_workgroup.pdf](https://www.naadac.org/assets/2416/whitew2007_the_pro-act_ethics_workgroup.pdf)
- d. Substance Abuse and Mental Health Services Administration (SAMHSA) Recovery Community Services Program: Peer Support and Social Inclusion  
<https://www.samhsa.gov/recovery/peer-support-social-inclusion>
- e. Center for Disease Control (CDC) Social Determinants of Health  
<https://www.cdc.gov/socialdeterminants/>

### III. STAFF COMPETENCIES:

#### A. Performing Agency shall:

1. Ensure all CHW staff and Program Director who provide services:
  - a. are knowledgeable and competent in discussing HIV, HCV, and other communicable diseases associated with substance use and be able to demonstrate ability to discuss sexuality openly and comfortably;
  - b. are knowledgeable and competent in discussing opioid overdose and be able to demonstrate ability to train individuals to use overdose reversal medications and harm reduction materials.
2. To build a diverse team, Performing Agency may hire CHW who are licensed or certified in other domains such as, Recovery Coaches, Peer Support, Licensed Chemical Dependency Counselors (LCDC), Licensed Nurses or medical staff, Social Workers or other substance use related fields.
3. Require CHW to obtain Texas Department of State Health Services (DSHS) CHW certification : <https://www.dshs.texas.gov/mch/chw.shtm> within 6 months from date of contract execution or start date of employment, whichever is later. Performing Agency shall provide a valid DSHS CHW certification for each CHW upon System Agency request.
4. Ensure Program Director meets the following requirements:
  - a. Meet the competencies to become a DSHS Certified Community Health Worker;
  - b. Have a minimum of two (2) years of experience in one or more of the following:
    - i. substance use outreach;
    - ii. substance use intervention; or
    - iii. substance use treatment.
  - c. Have a minimum of one (1) year of experience in at least two (2) of the following:
    - i. working with prison populations;
    - ii. working with individuals experiencing housing instability;
    - iii. working with individuals with Substance Use Disorders (SUD), HIV/STDs, and/or behavioral health issues;
    - iv. community health work; or
    - v. supervisory experience.
5. Ensure Program Director provides each staff member they supervise (CHW) with documented field observations and feedback at least once every six months using the supervision document that has been approved and provided by System Agency. The documented field observations and feedback will be provided to System Agency upon request.
6. Ensure all CHW maintain their certification, and be in good standing, for the duration of

employment under this Contract. All certifications shall be kept in the employee file for review by System Agency upon request.

7. Ensure there are self-care and/or teambuilding activities provided to CHW, that will be held during work hours, and at least once per quarter. The self-care and or teambuilding activities shall be documented in the quarterly report, for review by System Agency. At minimum the documentation must include; activities and budget details.

#### **IV. FINANCIAL ASSISTANCE:**

1. Financial assistance is allowable under this contract to help eligible individuals when coordinating service linkage and retention activities to and from substance use, mental health and medical services.
  - a. Financial assistance may include:
    - i. transportation needs to appointments;
    - ii. prescriptions or medicines needed;
    - iii. vision or hearing needs;
    - iv. clothing or personal hygiene items;
    - v. assistance for sober housing;
    - vi. employment or educational needs; and
    - vii. other needs not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.
  - b. Financial assistance will not be used for, the following:
    - i. Direct cash payment to individuals;
    - ii. Meals;
    - iii. Payments to attend treatment; or
    - iv. Hypodermic needles or syringes for injection drug use.This is not an exhaustive list of unallowable expenditures.
2. Performing Agency shall maintain and document all financial assistance, and will be summarized in the quarterly report, at minimum documentation shall include:
  - a. Date provided;
  - b. Dollar amount;
  - c. Item purchased; and
  - d. Client identifier (examples: driver's license, Clinical Management for Behavioral Health Services (CMBHS) client number, first name and last initial).
3. Performing Agency may provide Financial assistance to eligible individuals; the financial assistance shall not exceed five percent (5%) of the respective fiscal year award.
4. Financial assistance above \$250 per individual, in a fiscal term, must be approved by System Agency.
5. If an incentive or alternative activity is not described within this Contract, Performing Agency shall contact System Agency staff for prior approval before implementation of the activity.

#### **V. REPORTING REQUIREMENTS:**

Performing Agency shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to the Substance Abuse mailbox (SA mailbox) at SubstanceAbuse.Contracts@hhsc.state.tx.us, assigned Subject Matter Expert (SME) with SUD PPP (Substance Use Disorder, Programs, Planning & Policy), and assigned contract manager by the required due date and report name described in Section VI: Submission Requirements:

1. All communication to the SubstanceAbuse.Contracts@hhsc.state.tx.us mailbox must include Performing Agency's Contract Number, legal entity name, and purpose in the email subject line.
2. Performing Agency shall submit all documents listed in the table displayed in this section by the Due Date stated.
3. Performing Agency will note that if the due date is on a weekend or holiday, the due date is the following business day.
4. Performing Agency shall develop, implement, and enforce a written policy for Oriented Values and Principles within 90 calendar days of contract execution.
5. Performing Agency shall develop, implement and submit a behavioral health disparities impact statement, no later than 60 calendar days of contract execution.
6. Performing Agency shall submit System Agency provided Work Log by the 15th of the month preceding the end of each quarter. The Work Log, at a minimum, shall include a summary of:
  - a. Efforts performed by CHWs;
  - b. Financial assistance provided;
  - c. Distribution of materials;
  - d. Count of Opioid Reversal kits dispersed;
  - e. Self-Care and/or Team building provided; and
  - f. CHW or Program Director retention
7. Performing Agency shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.
8. Performing Agency shall submit a quarterly report that will include the submission of; work logs, self-care and/or team building activities, and financial assistance.
9. Performing Agency shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
10. Performing Agency shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.
11. Performing Agency shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).

12. Performing Agency will report the performance measures for the previous months activities in CMBHS by the 15th of the current month.

13. Performing Agency's duty to submit documents will survive the termination or expiration of this Contract.

## VI. SUBMISSION REQUIRMENTS

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

<b>Requirement</b>	<b>Deliverable (Report Name)</b>	<b>Due Date</b>
Section II. A. 9	Oriented Values and Principles Written Policy	Within 90 calendar days of contract execution
Section II. A. 12	Behavioral Health Disparities Impact Statement	Within 60 calendar days of contract execution, and Dec 1st of each fiscal year.
Section II. B. 1	Policies and Procedures	Within 60 calendar days of contract execution
Section II. B. 2	Quarterly report	Quarterly; report includes the previous Quarter information, as follows:  Q1 reporting period, due December 31st  Q2 reporting period, due March 31 <sup>st</sup>  Q3 reporting period, due June 30th  Q4 reporting period, due September 30th
Section V. 7	Financial Status Report (FSR)	Financial Status Report (FSR) Quarterly; report includes the previous Quarter information, as follows:  Q1 reporting period, due December 31st  Q2 reporting period, due March 31 <sup>st</sup>  Q3 reporting period, due June 30th  Q4 reporting period, due September 30th
Section V. 9	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the current month.
Section V. 10	Closeout documents	Final closeout documents due October 15 each fiscal year.
Section VII. 5	CMBHS Security Attestation Form and list of authorized users	15 days after execution, September 15 & March 15

Attachment A-1, F	Performance Measures	Invoice Report for previous month's activities due on the 15th of the current month.
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## VII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Performing Agency Shall:

1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing agency's employees, contracted laborers and subPerforming Agency's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15<sup>th</sup> day from contract execution, July 15<sup>th</sup> and again on March 15<sup>th</sup>, to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).
  - i. Administrative Note to document any other activities (as needed).
6. Attend System Agency training on CMBHS documentation.

## VIII. DEFINITIONS

Definition of Health Disparities:

Healthy People 2020 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

Attachment A-1  
Statement of Work Supplemental

**A. CONTRACT INFORMATION**

Vendor ID:	17429449311
Contractor Name:	BORDER REGION MHMR COMMUNITY CENTER DBA BORDER REGION BEHAVIORAL HEALTH CENTER
Contract Number:	HHS000780500001
Contract Type	Subrecipient
Payment Method:	Cost Reimbursement
DUNS Number:	044291859
Federal Award Identification Number (FAIN)	B08T1010051-19
Solicitation Document:	Governmental Agency

**B. SERVICE AREA:**

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

Region 11 – Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata Counties.

**C. POPULATION SERVED:**

Adults – Male and Female

**D. RENEWALS**

System Agency may renew this Contract for four (4) additional 12-month periods, which is contingent upon availability of funds.

**E. CONTACT INFORMATION**



<b>Name:</b>	Denise Collins
<b>Email:</b>	Denise.Collins01@hhsc.state.tx.us
<b>Telephone:</b>	(512) 206-5028
<b>Address:</b>	909 W 45 <sup>th</sup> Street, Bldg 552 (MC 2058)
<b>City/Zip:</b>	Austin TX 78751

**F. PERFORMANCE MEASURES:**

1. Performing Agency will report the performance measures monthly through CMBHS by the 15<sup>th</sup> of the following month for the previous month's activities.
2. Performing Agency's performance will be measured in part on the achievement of the key performance measures stated below.
3. The Fiscal Year (FY) 2020-2021 Performance measures are as follows:

Measure	1 <sup>st</sup> quarter	2 <sup>nd</sup> quarter	3 <sup>rd</sup> quarter	4 <sup>th</sup> quarter	Annual
1. Number of contacts with individuals eligible for program services	800	800	800	800	3200
2. Number of substance use services, including intervention and treatment, referrals, linkage and support provided to individuals eligible for program services  (5%)	40	40	40	40	160
3. Number of mental health referrals, linkage and support provided to individuals eligible for program services  (2.5%)	20	20	20	20	80
4. Number of medical services referrals, linkage and support provided to individuals eligible for program services  (2.5%)	20	20	20	20	80
5. Number of referrals, linkage and support provided to other services and community resources to individuals eligible for program services	20	20	20	20	80

(2.5%)					
6. Number of Overdose Reversal Kits distributed to eligible individuals	20	20	20	20	80

**G. PERFORMANCE MEASURE DEFINITIONS AND REPORTING:**

1. Number of contacts with individuals eligible for program services.

Any contact, unduplicated per FY, with an individual eligible for services as described in the SOW. These are most often the initial face to face contacts in the community.

When a CHW identifies a contact is an eligible individual count this a "1". Each month report the total number.

2. Number of substance use services, including intervention and treatment, referrals, linkage and support provided to individuals eligible for program services.

Any service the CHW's provide for an eligible individual specific to addressing substance use. The CHW's function is to ensure eligible individuals can access needed services. During a contact there may be multiple referrals, linkage or support activities that are counted.

Basic information and resources such as providing telephone numbers, pamphlets, meeting schedules and similar is not included in this measure. Distribution of harm reduction kits or group education is not counted in this measure.

For the purposes of this measure:

"Referral" is defined as the process in which the CHW helps the eligible individual to become enrolled into substance use services with a licensed provider.

"Linkage" is defined as actions by a CHW which help the eligible individual begin, retain or maintain their enrollment in substance use services after receiving a referral.

"Support" is defined as any other CHW activity that helps the eligible individual to eliminate barriers related to substance use services or address substance use concerns.

Examples which may be counted in this measure: transportation to services, follow up contacts related to a referral, individual education on harm reduction and safer use, overdose prevention education, service coordination, helping an individual identify and plan to attend community support groups, helping the individual to call the number the CHW provided and schedule an intake for services, motivational interviewing sessions.

Each referral, linkage or support activity counts as "1". Each month report the total

number. There is no limit per individual per FY.

3. Number of mental health referrals, linkage and support provided to individuals eligible for program services.

The same standards as measure 2 with the distinction being mental health needs for an eligible individual.

Examples which may be counted in this measure: transportation to psychiatric emergency services, transportation to appointments or pharmacy, helping an individual identify and plan to attend community support groups, helping the individual to call the number the CHW provided and schedule an intake for services.

Each referral, linkage or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

4. Number of medical services referrals, linkage and support provided to individuals eligible for program services.

The same standards as measure 2 with the distinction being medical needs of the eligible individual.

Examples which may be counted in this measure: transportation to the hospital, referral to community medical clinics, individual education on condom use, referrals to HIV and HCV treatment or testing, referrals to pregnancy testing.

Each referral, linkage or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

5. Number of referrals, linkage and support provided to other services and community resources to individuals eligible for program services.

The same standards as measure 2 with the distinction being other services not listed.

Examples which may be counted in this measure: housing, financial assistance, legal services, immigration services, educational or employment programs, community courts or probation, food banks, WIC office.

Each referral, linkage or support activity counts as “1”. Each month report the total number. There is no limit per individual per FY.

6. Number of Overdose Reversal Kits distributed to eligible individuals.

Kits intended to reverse an active opioid overdose. An overdose reversal kit includes at min Naloxone, any needed equipment for its use, instructions and information on

using Naloxone, your CHW team's contact information.

Each overdose reversal kit distributed counts as "1". There is no limit per individual per FY.

**ATTACHMENT B**  
**BUDGET**

**Contractor Name: BORDER REGION MHMR COMMUNITY CENTER DBA BORDER REGION BEHAVIORAL HEALTH CENTER**

**Contract Number: HHS000780500001**

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), which requires compliance to 45 CFR Part 96, Subpart C, as applicable: <https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c>
- B. Performing Agency shall 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.
- C. Performing Agency shall review and comply with the System Agency's Grants Technical Assistance Guide (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>.
- D. Performing Agency may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- E. 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.
- F. The Substance Abuse Prevention Treatment Block Grant, CFDA number 93.959 requires a five percent (5%) match requirement for all utilized funds.
- G. Invoice and Payment
  - 1. Submit all monthly invoices to the System Agency through CMBHS. Performing Agency shall ensure the supportive documents for the expenditures are emailed to the assigned contract manager and copied to the Substance Use Disorder Contracts Mailbox: [SubstanceAbuse.Contracts@hhsc.state.tx.us](mailto:SubstanceAbuse.Contracts@hhsc.state.tx.us).
  - 2. Be paid on a monthly basis and in accordance with services performed under this Contract.
- H. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

I. Funding

1. System Agency Share total reimbursements will not exceed **SIX HUNDRED NINETY-SIX THOUSAND (\$696,000.00)**, for the period from July 1, 2020 through August 31, 2021, as follows:
  - a. Fiscal Year 2020 is allocated **\$232,000.00** for the term of July 1, 2020 through August 31, 2020.
  - b. Fiscal Year 2021 is allocated **\$464,000.00** for the term of September 1, 2020 through August 31, 2021.
2. Performing Agency's budgeted match requirement per Fiscal Year is as followed:
  - a. Fiscal Year 2020 is **\$11,600.00** for the term of July 1, 2020 through August 31, 2020.
  - b. Fiscal Year 2021 is **\$23,200.00** for the term of September 1, 2020 through August 31, 2021.
3. The total amount of this Contract will not exceed **SEVEN HUNDRED THIRTY THOUSAND EIGHT HUNDRED (\$730,800.00)** as follows:
  - a. Fiscal Year 2020, July 1, 2020 through August 31, 2020 - **\$243,600.00**.
  - b. Fiscal Year 2021, September 1, 2020 through August 31, 2021 - **\$487,200.00**.

II. Cost Reimbursement Budget

1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing Agency shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Performing Agency requests to utilize funds for an expense not documented on the approved budget, Performing Agency 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.
2. If needed, Performing Agency may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
  - a. Performing Agency is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Performing Agency 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. Performing Agency may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (G)(3)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require

an amendment. The System Agency shall provide a Technical Guidance Letter (TGL) if the budget revision is approved; and the assigned contract manager will update CMBHS, as needed.

- c. Performing Agency may revise the Cost Reimbursement budget "Equipment" and/or "Indirect Cost" Categories, however a formal Amendment is required. Performing Agency 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.
3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing Agency's indirect cost amount, which may require Performing Agency to provide additional supporting documentation to the assigned contract manager.

K. Categorical Budget

1. Below is the approved cumulative Categorical budget for the contract term July 1, 2020 through August 31, 2021, as follows:

PERSONNEL	\$270,706.00
FRINGE BENEFITS	\$86,355.00
TRAVEL	\$15,048.00
SUPPLIES	\$44,420.00
CONTRACTUAL	\$29,360.00
EQUIPMENT	\$55,000.00
OTHER	\$160,311.00
TOTAL DIRECT CHARGES	\$661,200.00
INDIRECT CHARGES	\$69,600.00
TOTAL CONTRACT VALUE	\$730,800.00
MATCH	\$34,800.00
SYSTEM AGENCY SHARE	\$696,000.00

2. Below is the approved Categorical budget for Fiscal Year 2020, July 1, 2020 through August 31, 2020:

PERSONNEL	\$52,162.00
FRINGE BENEFITS	\$16,640.00
TRAVEL	\$15,048.00
SUPPLIES	\$28,820.00
CONTRACTUAL	\$5,600.00
EQUIPMENT	\$55,000.00
OTHER	\$47,130.00
TOTAL DIRECT CHARGES	\$220,400.00
INDIRECT CHARGES	\$23,200.00
TOTAL CONTRACT VALUE	\$243,600.00
MATCH	\$11,600.00
SYSTEM AGENCY SHARE	\$232,000.00

3. Below is the approved Categorical budget for Fiscal Year 2021, September 1, 2020 through August 31, 2021:

PERSONNEL	\$218,544.00
FRINGE BENEFITS	\$69,715.00
TRAVEL	\$0.00
SUPPLIES	\$15,600.00
CONTRACTUAL	\$23,760.00
EQUIPMENT	\$0.00
OTHER	\$113,181.00
TOTAL DIRECT CHARGES	\$440,800.00
INDIRECT CHARGES	\$46,400.00
TOTAL CONTRACT VALUE	\$487,200.00
MATCH	\$23,200.00
SYSTEM AGENCY SHARE	\$464,000.00



HHSC Uniform Terms and Conditions Version 2.16.1  
Published and Effective: March 26, 2019  
Responsible Office: Chief Counsel



# TEXAS

## Health and Human Services

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

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 INTERPRETIVE PROVISIONS**

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

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

### **2.1 PAYMENT METHODS**

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

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

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

## **2.2 FINAL BILLING SUBMISSION**

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

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

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

## **2.4 USE OF FUNDS**

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

## **2.5 USE FOR MATCH PROHIBITED**

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

## **2.6 PROGRAM INCOME**

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

## **2.7 NONSUPPLANTING**

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

## **2.8 ALLOWABLE COSTS**

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

## **2.9 INDIRECT COST RATES**

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

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

## **3.1 FUNDING**

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

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

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

## **3.3 DEBT AND DELINQUENCIES**

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

## **3.4 RECAPTURE OF FUNDS**

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



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

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

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

##### 4.1 ALLOWABLE COSTS

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

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

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://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

#### B. Financial Statements

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

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

## ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

### 5.1 GENERAL AFFIRMATIONS

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

### 5.2 FEDERAL ASSURANCES

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

### 5.3 FEDERAL CERTIFICATIONS

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

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

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

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

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

## **6.5 SURVIVAL**

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

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

### **7.1 BOOKS AND RECORDS**

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

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

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

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

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

## **7.4 SAO AUDIT**

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

## **7.5 CONFIDENTIALITY**

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

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

## **8.1 CONTRACT REMEDIES**

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

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

## **8.2 TERMINATION FOR CONVENIENCE**

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

## **8.3 TERMINATION FOR CAUSE**

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

**ARTICLE IX. MISCELLANEOUS PROVISIONS**

**9.1 AMENDMENT**

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

**9.2 INSURANCE**

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

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

**9.3 LEGAL OBLIGATIONS**

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

#### 9.4 PERMITTING AND LICENSURE

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

#### 9.5 INDEMNITY

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

#### 9.6 ASSIGNMENTS

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



## 9.7 INDEPENDENT CONTRACTOR

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

## 9.8 TECHNICAL GUIDANCE LETTERS

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

## 9.9 DISPUTE RESOLUTION

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

## 9.10 GOVERNING LAW AND VENUE

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

## 9.11 SEVERABILITY

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

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

#### **9.12 SURVIVABILITY**

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

#### **9.13 FORCE MAJEURE**

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

#### **9.14 NO WAIVER OF PROVISIONS**

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

#### **9.15 PUBLICITY**

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

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

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

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

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

## **9.18 ENTIRE CONTRACT AND MODIFICATION**

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

## **9.19 COUNTERPARTS**

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

## **9.20 PROPER AUTHORITY**

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

## **9.21 E-VERIFY PROGRAM**

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

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

## **9.22 CIVIL RIGHTS**

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

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

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

### **9.23 SYSTEM AGENCY DATA**

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

## **HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS**

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

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to System Agency are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that System Agency 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 Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**5. Assignment**

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor 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. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity

**6. Terms and Conditions Attached to Response**

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from System Agency's terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. System Agency Right to Use**

Contractor agrees that System Agency has the right to use, produce, and distribute copies of and to disclose to System Agency employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as System Agency deems necessary to complete the procurement process or comply with state or federal laws.

**8. Release from Liability**

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

**9. Dealings with Public Servants**

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

**10. Financial Participation Prohibited**

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**11. Prior Disaster Relief Contract Violation**

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 Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation 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.

**13. Suspension and Debarment**

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

**14. Excluded Parties**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

**15. Foreign Terrorists Organizations**

Contractor 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.

**16. Executive Head of a State Agency**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor 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 this 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.



**17. Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**18. Franchise Tax Status**

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**19. Debts and Delinquencies**

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**20. Lobbying Prohibition**

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related 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).

**21. Buy Texas**

Contractor 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.

**22. Disaster Recovery Plan**

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

**23. Technology Access**

- A. Contractor 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, Contractor represents and warrants to System Agency that the technology provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- i. providing equivalent access for effective use by both visual and non-visual means;
  - ii. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
  - iii. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- B. 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.

- C. 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.

**24. Computer Equipment Recycling Program**

If this Contract is for the purchase or lease of computer equipment, then Contractor 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.

**25. Television Equipment Recycling**

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**26. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

**27. Restricted Employment for Certain State Personnel**

Contractor 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 Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

**28. Disclosure of Prior State Employment**

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related

Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

- i. the nature of the previous employment with System Agency or the other agency;
- ii. the date the employment was terminated; and
- iii. the annual rate of compensation at the time of the employment was terminated.

**29. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after 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.

**30. Fraud, Waste, and Abuse**

Contractor understands that System Agency 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. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

**31. Antitrust**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**32. Legal and Regulatory Actions**

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

**33. No Felony Criminal Convictions**

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

**34. Unfair Business Practices**

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**35. Entities that Boycott Israel**

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either:

- i. it meets an exemption criteria under Section 2271.002; or
- ii. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Contractor refuses to make that certification,

Contractor shall state here any facts that make it exempt from the boycott certification:

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**36. E-Verify Program**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

**37. Professional or Consulting Contract**

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

**38. Former Agency Employees**

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

**39. Disclosure of Prior State Employment**

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
  - i. Name of individual(s) (Respondent or employee(s));
  - ii. Status;
  - iii. The nature of the previous employment with HHSC or the other State of Texas agency;

- iv. The date the employment was terminated and the reason for the termination; and
  - v. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

**40. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- i. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

**41. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the certification:

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**42. False Representation**

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**43. False Statements**

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material

misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

**44. Permits and License**

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

**45. Drug-Free Workplace**

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

**46. Equal Employment Opportunity**

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**47. Federal Occupational Safety and Health Law**

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**48. Signature Authority**

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

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**Legal Name of Contractor**

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**Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')**

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**Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as')**  
**Attach Assumed Name Certificate(s) for each County**

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**Signature of Authorized Representative**

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**Date Signed**

---

**Printed Name of Authorized Representative**  
**First, Middle Name or Initial, and Last Name**

---

**Title of Authorized Representative**

---

**Physical Street Address**

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**City, State, Zip Code**

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**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Payee ID No. – 11 digits**

---

**Texas Franchise Tax Number**

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**Texas Secretary of State Filing  
Number**





# TEXAS

## Health and Human Services

**Health and Human Services Commission  
Special Conditions  
Version 1.1**

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## HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.16.1

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

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

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

**“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.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

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

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 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 Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

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

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

**“UTC”** means HHSC’s Uniform Terms and Conditions –Grantee- Version 2.16.1

## **Article II. GRANTEES PERSONNEL**

### **Section 2.01 Qualifications**

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

### **Section 2.02 Conduct and Removal**

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

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

## **Article III. CONFIDENTIALITY**

### **Section 3.01 Confidential System Information**

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

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

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

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

## **Article IV. MISCELLANEOUS PROVISIONS**

### **Section 4.01 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 Project 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 the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

### **Section 4.02 Conflicts of Interest**

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

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

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

### **Section 4.03 Flow Down Provisions**

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

## **Article V. DSHS LEGACY PROVISIONS**

### **Section 5.01 Notice of Criminal Activity and Disciplinary Actions**

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

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

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

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

### **Section 5.02 Notice of IRS or TWC Insolvency**

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

### **Section 5.03 Education to Persons in Residential Facilities**

Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility

### **Section 5.04 Disaster Services**

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

### **Section 5.05 Consent by Non-Parent or Other State Law to Medical Care of a Minor**

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

### **Section 5.06 Telemedicine /Telepsychiatry Medical Services**

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

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

### **Section 5.07 Services and Information for Persons with Limited English Proficiency**

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English



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

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

### **Section 5.08 Third Party Payors**

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

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- g. Provide third party billing functions at no cost to the client.

### **Section 5.09 HIV/AIDS Model Workplace Guidelines**

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

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

### **Section 5.10 Medical Records Retention**

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

### **Section 5.11 Notice of a License Action**

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

### **Section 5.12 Interim Extension Amendment**

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

### **Section 5.13 Child Abuse Reporting Requirement**

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

### **Section 5.14 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards**

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are

taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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### CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

#### Statement for Loan Guarantees and Loan Insurance

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

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

**\* APPLICANT'S ORGANIZATION**

Border Region Behavioral Health Center

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

Prefix:  \* First Name: Maria Middle Name:

\* Last Name: Alonso-Sanchez Suffix:

\* Title: Executive Director

**\* SIGNATURE:**

DocuSigned by:  
*Maria Sanchez*  
99A9F67D9E7A486...

\* DATE: June 30, 2020

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

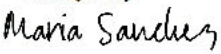
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

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

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:                    99A9F87D9E7A486...</p>	<p>TITLE</p> <p>Executive Director</p>
<p>APPLICANT ORGANIZATION</p> <p>Border Region Behavioral Health Center</p>	<p>DATE SUBMITTED</p> <p>June 30, 2020</p>