

SIGNATURE DOCUMENT FOR
HHSC GRANT AGREEMENT,
CONTRACT NO. HHS000780500005
UNDER THE
COMMUNITY HEALTH WORKERS (CHW) GRANT PROGRAM

The parties to this agreement (“Grant Agreement” or “Contract”) are Health and Human Service Commission (“System Agency”), a pass-through entity, and Abilene Regional MHMR Center dba Betty Hardwick Center (“Grantee”), having its principal office at 2616 S. Clack Street, Abilene, Texas 79606 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to provide funding for Community Health Workers (CHWs) to increase access to (“linkage”) and engagement with (“retention”) of Texas residents suffering from substance use disorder (SUD) and mental health, while providing medical services for those living with SUD.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the Texas Government Code Chapters 531 and 2155, as applicable, and Health and Safety Code Section 1001.087(a), which requires HHSC “contract only with local mental health authorities and local behavioral health authorities to administer outreach, screening, assessment, and referral functions relating to the provision of substance abuse services,” and the federal Substance Abuse Block Grant provisions at 42 U.S.C. Section 300x, et seq.

III. DURATION

This Grant Agreement is effective on July 1, 2022 and terminates on August 31, 2025, unless renewed, extended, or terminated pursuant to the terms and conditions of the Grant Agreement.

System Agency, at its sole discretion, may extend this Grant Agreement for any period(s) of time, provided the Grant Agreement term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Grant Agreement beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

Grantee may not begin any work after state fiscal year 2022, or incur any expenses, prior to the date on System Agency’s Notice to Proceed (NTP). An NTP may include an Amendment or

Ratified Budget which will be incorporated into the Contract by a subsequent Amendment, if amended. Any Work performed prior to that date on the NTP shall be at the Grantee's sole risk.

HHS Signature Document - Grantee v 3 0
Effective: October 2021

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as ATTACHMENT A, SCOPE OF GRANT PROJECT.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed ONE MILLION, FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$ 1,470,000.00).

This includes the System Agency share of ONE MILLION, FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00) and Grantee's required match amount of SEVENTY THOUSAND DOLLARS (\$70,000.00).

The total not-to-exceed amount includes the following:

Total Federal Funds: \$1,400,000.00 Total
State Funds: \$0.00

All expenditures under the Grant Agreement 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 the [ICR Acknowledgement Letter/ ICR Acknowledgement Letter – Ten Percent De Minimis/ICR Agreement Letter] is attached to this Contract and incorporated as ATTACHMENT I. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.>

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports by the specified due dates, frequency and delivery methods provided in the table below. For all details concerning delivery method system requirements, see Attachment A, Scope of Grant Project, and for all details concerning submission form requirements see Attachment A-SUPP within Attachment A, Scope of Grant Project.

<u>Report Name</u>	<u>Due Date</u>	<u>Delivery Method</u>
Oriented Values and Principles Written Policy	Within 90 calendar days of Contract execution	GlobalScape EFT
Behavioral Health Disparities Impact Statement	Within 60 calendar days of Contract start date; and	GlobalScape EFT

	October 31 st each state fiscal year	
Policies and Procedures	Within 60 calendar days of Contract start date	GlobalScape EFT
Quarterly report	Quarterly; report includes the previous Quarter information, as follows: Q1: reporting period, due December 15th Q2 reporting period, due March 15th Q3 reporting period, due June 15th Q4 reporting period, due September 15th	GlobalScape EFT
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 st Q3 reporting period, due June 30 th Q4 reporting period, due October 15th	CMBHS
General Ledger	Quarterly; report previous Quarter information, as follows: Q1 reporting period, due December 31st Q2 reporting period, due March 31 st Q3 reporting period, due June 30 th Q4 reporting period, due October 15th	GlobalScape EFT

Invoices in CMBHS	Invoice for previous month's activities on the 15th of the following month.	CMBHS
Closeout documents	Final closeout documents due October 15 th , each state fiscal year.	GlobalScape EFT
CMBHS Security Attestation Form and list of authorized users	15 days after execution; and twice each state fiscal year: September 15th & March 15th	GlobalScape EFT
Performance Measures	Report for previous month's activities, due on the 15th of the following month.	CMBHS
Fiscal Year 2023 Cost Reimbursement Budget	June 1, 2022	GlobalScape EFT
Fiscal Year 2024 Cost Reimbursement Budget	June 1, 2023	GlobalScape EFT
Fiscal Year 2025 Cost Reimbursement Budget	June 1, 2024	GlobalScape EFT

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party:

System Agency

Marcellus Crayton
Health and Human Services Commission
1100 W. 49th Street, MC 1100
Austin, TX 78756
marcellus.crayton@hhs.texas.gov

Grantee

Jenny Goode
Abilene Regional MHMR Center dba
Betty Hardwick Center
2616 S. Clack Street
Abilene, Texas 79606
jgoode@bettyhardwick.org

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.

- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.

E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

GRANTEE’S DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER IS: 0625999326

Federal funding under this Grant Agreement is a subaward under the following federal award:

Federal Award Identification Number (FAIN): B08TI01083478-1M004 A.

Assistance Listings Title, Number, and Dollar Amount:

- Substance Abuse Prevention and Treatment Block Grant (SABG) – Number 93.959 - \$144,885,443.00

B. Federal Award Date: 6/29/2021

C. Federal Award Period: 10/01/2020 – 09/30/2022

D. Name of Federal Awarding Agency: DSHS Substance Abuse and Mental Health Services Administration (SAMHSA)

E. Federal Award Project Description: Substance Abuse Prevention & Treatment Block Grant

F. Awarding Official Contact Information: Linda Fulton, Project Officer, email: Linda.fulton@samhsa.hhs.gov, Phone: (240) 276-1573

G. Total Amount of Federal Funds Awarded to System Agency: \$144,885,443.00

H. Amount of Funds Awarded to Grantee: \$1,400,000.00

I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee’s documents and the Data Use Agreement takes precedence over all other contract documents.

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|---|--------------------------------------|
| ATTACHMENT A –SCOPE OF GRANT PROJECT | ATTACHMENT B – BUDGET |
| ATTACHMENT C – CONTRACT AFFIRMATIONS | ATTACHMENT D – UNIFORM |
| TERMS AND CONDITIONS -- GRANT | ATTACHMENT E – DATA USE AGREEMENT |
| (DUA) | ATTACHMENT F – ADDITIONAL PROVISIONS |
| ATTACHMENT F – ADDITIONAL PROVISIONS | ATTACHMENT G – FEDERAL |
| ASSURANCES AND CERTIFICATION REGARDING LOBBYING | ATTACHMENT H – |
| FFATA CERTIFICATION FORM | |

ATTACHMENT I – INDIRECT COST RATE [INDIRECT COST RATE
ACKNOWLEDGEMENT LETTER

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS000780500005

HEALTH AND HUMAN SERVICES
COMMISSION

DocuSigned by:
Sonja Gaines
147CCA4134D941B... _____
Signature

Sonja Gaines

SG

ABILENE REGIONAL MHMR CENTER
DBA BETTY HARDWICK CENTER

DocuSigned by:
Jenny Goode
6133A8FA2931404... _____
Signature

Jenny Goode

CEO

Date of Signature: June 30, 2022

Date of Signature: June 30, 2022

ATTACHMENT A
SCOPE OF GRANT PROJECT
CONTRACT NO. HHS000780500005

I. PURPOSE:

The Substance Use Disorder (SUD) Community Health Worker (CHW) Program (the “Program”) allows CHWs/Promotoras to increase access to (“linkage”) and engagement with (“retention” of) Texas residents concerning substance use, mental health, and medical services for Texas’ Eligible Population living with SUDs.

II. GOALS:

- Address behavioral health disparities in Program service area. Program service area is outlined on page 14 of this Scope of Grant Project, within Attachment A-SUPP.
- Increase opportunities for substance users, including opioid users, to reduce any type of harm related to users’ substance use.
- Increase retention of Eligible Population in substance use and mental health services.
- Help Eligible Population address any medical needs developed from their SUD.
- Help Eligible Population eliminate their SUD and build a foundation for their recovery.

III. DEFINITIONS

- A. Eligible Population: Any Texas resident who uses substances. Substances include and are defined as “controlled substance” within Texas Government Code § 481.002. This population may include, but is not limited to, adults (Texas residents over the age of 18) and youth (any Texas resident between the ages of five up to 18), populations who are marginalized (individuals excluded from society due to their race, gender identity, age, physical ability, language or identified to have substance use or mental health issue) or stigmatized (those that society has deemed disgraceful or with great disapproval), experiencing housing instability or homelessness due to their substance use abuse, inject substances, live with or at risk of Hepatitis C Virus (HCV) or Human Immunodeficiency Virus (HIV) due to substance use, in need of medical and or mental health services due to substance use, experience greater barriers to entering treatment or recovery services for substance use, or those seeking to enhance their recovery capital (strengths, resources, assets, etc. that are positive impacts within one’s life) and maintain their recovery from their substance use disorder(s).
- B. 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.”
- C. Promotoras: Spanish term for CHWs
- D. Subject Matter Expert (SME): System Agency’s SME is to provide support and specific forms to Grantee. Within the three months of Contract execution, SME will submit to Grantee all forms (*see* Section VII. Reporting Requirements) Grantee must complete to fulfill this Scope of Grant Project. System Agency assigns its SME upon Contract execution. Grantee is notified of SME assignment immediately. Should System Agency’s SME change at any time during the Contract’s term, Grantee will be notified within 24 hours, via electronic mail.

IV. SERVICE REQUIREMENTS:

A. Administrative and Organizational Requirements:

Grantee shall:

1. Hire and maintain employment of a minimum of three CHWs within 60 calendar days of Contract execution and throughout duration of Contract.
 - a. Grantee must notify System Agency within 10 business days when any staff changes, including separation, occur.
 - b. CHWs must work in teams of two at all times, while in the community; and
 - c. Designate one of the three CHWs as the CHW Program Director, will provide oversight authority.
2. Ensure that the CHW 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.
 - i. Grantee's executive management and any other staff *may* be included in conference calls, but it is *required* for CHW Program Director attend all conference calls, unless otherwise agreed to in writing by System Agency. If Grantee or CHW Program Director is unavailable for a scheduled conference call, they are to contact the Substance Intervention Treatment Program ("SITP," a task force assigned to oversee block grant intervention and treatment programs within the state of Texas) directly to provide them with the reason they cannot attend, and a date of when they can reschedule the call.
3. Provide CHWs with insured vehicle(s) to conduct work activities. Any vehicle purchase, and/or lease, must be approved by System Agency before signing, as a cost analysis report must be submitted in order to determine if a lease or purchase is the best value.
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 individuals who speak openly about their recovery or experiences of recovery with others, while maintaining confidentiality, to 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 experienced housing instability and homelessness, and other people who reflect and identify with the Eligible Population.
 - b. Creating pamphlets and other materials for education and health, written in multiple languages to reflect the Eligible Population being served;
 - c. Utilizing interpreters as appropriate; and
 - d. Providing a non-discriminatory and inviting lobby and office environment to

welcome the Eligible Population.

7. Through Memorandums of Understanding (MOUs), establish and maintain a network of community and social service agencies serving or having an interest in the Eligible Population.
 - a. All sub-contract MOUs with community and social service agencies must be executed within ninety (90) calendar days after Contract execution and provided to System Agency.
 - b. Purpose of the MOU is to encourage networking, coordination, and referrals to help address the needs of the Eligible Population, their families, and supportive allies.
 - c. Grantee must review and update all executed sub-contract MOUs annually.
 - d. All sub-contract MOUs must contain this Contract's Data Use Agreement for all Parties' signatures.
 - e. At a minimum, all sub-contract MOUs must:
 - i. Collaborative vision;
 - ii. Purpose and concept;
 - iii. Collaborative goals and desired outcomes;
 - iv. Description of participating organizations;
 - v. Methods of Collaborative roles and responsibilities;
 - vi. Provisions to address the non-duplication of services;
 - vii. Signatures of both parties; and
 - viii. Beginning and end dates.
8. Within 90 calendar days of Contract execution for System Agency approval, Grantee must develop, implement, and enforce a written policy that includes at a minimum:
 - a. System Agency's Recovery Oriented Values and Principles, as listed in Section II.A.9 of this Attachment;
 - b. Deliver person-centered services;
 - c. Standards of CHWs;
 - d. Philosophy and standards for Harm Reduction services, as listed in Section II.A.12.f of this Attachment;
 - e. Documentation and reporting requirements, as listed in this Scope of Grant Project; and
 - f. Train all staff on data collection reporting requirements related to Contract Performance Measures, as listed in Article V of this Attachment; and
 - g. Labeled as "Oriented Values and Principles Written Policy."
9. Within 90 calendar days of Contract execution for System Agency approval, Grantee must develop and implement the following Recovery Oriented Values and Principles within Oriented Values and Principles Written Policy:
 - a. Choice and Self Determination:
 - i. Provide individuals the opportunity to select supports and services that correspond with their personal preferences and goals;
 - ii. Ensure support services are self-directed, participant-driven, and reflect goals in multiple life aspects;
 - iii. Acknowledge an individual's choice for their own pathway to wellness; and
 - iv. Be supportive and explore options for Eligible Population.
 - b. 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 Eligible Population to identify and connect with a broad spectrum of community-based resources and support that Will assist in achieving their goals and rebuilding their lives within their community;

- iii. Align organizational policies to ensure CHWs have access to transportation and other resources to work with individuals outside of the organizational setting and in the local communities;
 - iv. Ensure CHWs engage in assertive outreach in locations and times where the Eligible Population is 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. Provide Opioid Overdose Reversal Kits:
- a. Grantee understands it is to distribute Opioid Overdose Reversal Kits to:
 - i. Individuals eligible for program services who use opioids (Eligible Population);
 - ii. Support systems which may be able to reverse the individual's overdoses; or
 - iii. Eligible individuals who may be in the position to reverse an opioid overdose.
 - b. Grantee will ensure any health kits provided for Eligible Population are individually packaged for CHWs to distribute.
 - c. Must be documented in a Monthly Work Log:
 - i. System Agency will provide the Work Log form.
 - ii. Grantee must Document the count of Opioid Reversal kits dispersed and include reports of successful reversals in the Work Log.
 - iii. Grantee must provide this information to System Agency upon request.
 - d. Will not be distributed to individuals outside of Eligible Population without prior written approval from System Agency.
 - e. Grantee must 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 for CHWs to find resources and educational materials for eligible individuals.
12. Within 60 calendar days of Contract execution for System Agency approval, Grantee must develop and submit a Behavioral Health Disparities Impact Statement:
- a. Grantee must submit revised Behavioral Health Disparities Impact Statement within 60 calendar days after each new state fiscal year begins (Texas' state fiscal year runs from September 1st through August 31st).
 - b. At a minimum the impact statement(s) should address how Grantee's Program has identified and will provide service to subpopulations (a portion of Eligible Population) in their community, including individuals who are marginalized or stigmatized and 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:

Grantee shall:

- 1. Develop, submit, and maintain written policies and procedures report that require all CHW activities to be conducted in pairs or teams (a minimum of two CHWs) which are funded by this Contract, while conducting community and/or street outreach.
 - a. Grantee must submit these written policies and procedures to System Agency within 60 calendar days of Contract execution.
 - b. Report must be labeled as the Abilene Regional MHMR Center dba Betty Hardwick Center Policies and Procedures.”
- 2. Within 15 calendar days after the end of each state fiscal quarter, Grantee must develop, submit, and maintain a quarterly report, provided by SME during the first quarter of Contract execution, that will include at minimum:.

- a. Monthly work logs;
 - b. Self-care and/or team-building activities; and
 - c. Any financial assistance used.
3. Submit System Agency-provided Monthly Work Log to account for CHWs efforts. Monthly Work Logs must:
- a. Reflect work efforts by the CHWs (while not providing personal identifying information of individuals receiving services);
 - b. Be provided at System Agency's request; and
 - c. Summarized within the Quarterly Report document provided by SME during the first quarter of Contract execution.
4. Ensure CHWs, group facilitation, communication and events with eligible population occur without undue interference from indirect staff or other agency staff not funded by this Contract.
5. Promote and encourage entry into substance use disorder and/or mental health services provided by this Contract, including intervention, treatment, or recovery by providing referrals, community linkage, and support to eligible population Texas residents.
6. Refer eligible population Texas residents to other System Agency-funded programs as appropriate.
7. Use Motivational Interviewing, a therapeutic technique and skill used, when appropriate, to help individuals enhance their confidence and motivation for change.
8. 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 Eligible Population.
9. Provide information, referrals, community linkage and support to other services (housing, employment, legal, etc.) and community resources to individuals in the Eligible Population.
10. Ensure Program staff has appropriate training on all information, methods, tools used and any items distributed by CHWs in their work with Eligible Populations.
- a. Such information, methods, and tools must be based on the latest scientific research and best practices for reducing harms related to substance use.
 - b. Methods and tools must include, but are not limited to:
 - i. Substance use harm reduction tools including syringe cleaning kits with bleach;
 - ii. Pre-Exposure Prophylactic (PrEP) treatments, education and information;
 - 1) PrEp is medication that maintains those that are HIV negative to remain negative/prevent from gaining the virus, even though possibly exposed.
 - iii. Overdose reversal kits which includes Naloxone;
 - iv. Condoms, lubricants, and safer sex tools;
 - v. Wound care kits; and
 - vi. Hygiene kits.
 - c. Grantee must ensure that CHWs have all necessary tools and materials available for demonstration and distribution to Eligible Population, and their support system, when appropriate.
11. Use the following guidelines for CHWs:
- 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®ional>

- [center=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_project_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>; and
 - e. Center for Disease Control (CDC) Social Determinants of Health <https://www.cdc.gov/socialdeterminants/>.
 - f. Principles of Harm Reduction: <https://harmreduction.org/about-us/principles-of-harm-reduction/>

V. STAFF COMPETENCIES:

Grantee shall:

- A. Ensure all CHW staff and Program Director who provide services:
 1. Are knowledgeable and competent in:
 - a. Discussing HIV, HCV, and other communicable diseases associated with substance use and be able to demonstrate ability to discuss sexuality openly and comfortably; and
 - b. Opioid overdose and be able to demonstrate ability to train individuals to use overdose reversal medications and harm reduction materials.
- B. Build a diverse team:
 1. Grantee may hire CHWs 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.
 2. Require CHWs to obtain Texas Department of State Health Services (DSHS) CHW certification: <https://www.dshs.texas.gov/mch/chw.shtm> within 6 months from start date of employment under this Contract.
 3. Grantee must provide a valid DSHS CHW certification for each CHW hired.
 4. If grantee cannot meet requirement listed in Section III.2.a, Grantee must submit to System Agency's SITP mailbox (Substance_Use_Disorder@hhs.texas.gov) a written explanation and plan to become compliant with requirement.
 5. Ensure the CHW Program Director meets the following requirements:
 6. Become a DSHS Certified Community Health Worker;
 7. Have a minimum of two years of experience in one or more of the following:
 - a. substance use outreach;
 - b. substance use intervention; or
 - c. substance use treatment.
 8. Have a minimum of one year of experience, in at least two of the following:
 - a. working with prison populations;
 - b. working with individuals experiencing housing instability;
 - c. working with individuals with SUDs, HIV/STDs, and/or behavioral health issues;
 - d. community health work; or
 - e. supervisory experience.
- C. Ensure CHW Program Director provides each CHW staff member with his/her documented field observations and provide feedback at least once every six months, using the approved supervision document provided by SME during the first quarter of Contract execution.

1. Documented field observations and/or feedback must be provided to System Agency upon System Agency's request.
- D. Ensure all CHWs maintain certification in good standing for the duration of employment under this Contract. All certifications must be kept in the appropriate employee file. System Agency may request to review such file.
- E. Ensure there are self-care and/or team building activities provided to CHWs during their work hours and at least once per quarter. The self-care and or team building activities must be documented in Grantee's required Quarterly Report to System Agency. At minimum the documentation must include activities and budget details, as stated in Section VII.2.f below.

VI. FINANCIAL ASSISTANCE:

- A. Financial assistance is "allowable" under this cost-reimbursement Grantee Agreement Contract to help Eligible Population individuals by CHWs' linkage and retention activities for substance use, mental health, and medical services.
 1. Grantee may only provide financial assistance to Eligible Population individuals. Financial assistance is available for the following items:
 - a. transportation needs to appointments;
 - b. prescriptions or medicines needed;
 - c. vision or hearing needs;
 - d. clothing or personal hygiene items;
 - e. assistance for sober housing;
 - f. employment or educational needs;
 - g. other needs not listed that improve the individual's quality of life or ability to successfully engage in services with System Agency written approval.
 2. Financial assistance is not available for the following items:
 - a. Direct cash payment to individuals;
 - b. Meals;
 - c. Payments to attend treatment; or
 - d. Hypodermic needles or syringes for injection drug use.
 3. Financial assistance for Eligible Population individuals, collectively, must not exceed five percent (5%) per state fiscal year of this Contract's total not-to-exceed amount listed within Article V of the Contract's Signature Page document.
- B. Grantee must maintain and document all financial assistance, as summarized in Grantee's required Quarterly Report,
 1. At minimum, financial assistance documentation must 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).
- C. Financial assistance above \$250 per individual, in a fiscal term, must be approved by System Agency.
- D. If an incentive or alternative activity is not described within this Contract, Grantee must contact System Agency staff for prior approval before implementation of such activity.

VII. REPORTING REQUIREMENTS:

Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date(s) outlined in this Scope of Grant Project, Section IX's table below. Reports must be submitted to System Agency via GlobalScape EFT (<https://sftp.hhs.texas.gov/>), CMBHS or directly to System Agency, as requested by SME.

- A. Grantee must submit specific documents listed in this Scope of Grant Project's Section VII table, by the due date stated.

- B. Grantee must note that if the due date lands on a weekend or holiday, the due date is updated to the following business day.
- C. As stated in Section IV.A.8-9 above, Grantee must develop, implement and enforce a written policy for Oriented Values and Principles within 90 calendar days of Contract execution.
- D. As stated in Section IV.A.12.a above, Grantee must develop, implement and submit a behavioral health disparities impact statement, no later than 60 calendar days of Contract execution.
- E. Grantee must submit a quarterly Financial Status Report (FSR) via the Clinical Management for Behavioral Health Services (CMBHS) system. FSRs are due the last business day of the month following the end of each state fiscal year quarter. Grantee must submit a quarterly general ledger to support the FSR; the general ledger must be submitted through GlobalScape EFT.
- F. As stated in Sections IV.B.2 above, Grantee must submit the Quarterly Report by the 15th day of the month following the close of each state fiscal quarter. The Quarterly Report must include:
 - 1. Summarization of Monthly Work Logs;
 - a. At a minimum, work logs must contain the following:
 - i. Efforts performed by CHWs;
 - ii. Financial assistance provided;
 - iii. Distribution of materials;
 - iv. Count of Opioid Reversal kits dispersed;
 - v. Self-Care and/or Team building provided; and
 - vi. CHW or Program Director retention
 - 2. Self-care and/or team building activities, as stated and required in Section V.E.; and
 - 3. Financial assistance information, as stated in Section VI.B.1.b above.
- G. After the first full month following Contract execution, Grantee must submit its monthly invoices into CMBHS for previous month's activities on or by the 15th of the following month.
- H. Grantee must submit annual Contract Closeout documentation by October 15th for each state fiscal year of this Contract's term and for final Contract closeout/termination/expiration.
- I. Grantee must submit a CMBHS Security Attestation Form: This form must be submitted electronically on or before September 15th and March 15th of each state fiscal year of this Contract's term to the designated folder designed by System Agency in GlobalScape EFT.
- J. Grantee must report all performance measures for the previous month's activities in CMBHS on or before the 15th of the following month.
- K. Grantee must maintain access to GlobalScape EFT for the term of this Contract.
- L. Grantee must submit all Reporting Requirements to System Agency's Contract Manager as described in their specific request, and/or through CMBHS or GlobalScape EFT.
- M. This section of Scope of Grant Project will survive Contract termination or expiration.

VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee shall:

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system to manage user accounts/user roles, ensuring all CMBHS user accounts are current and secured.
- B. Establish and maintain a security policy that ensures adequate system security and protection of Confidential Information. Confidential Information is defined within this Contract's Attachment E, Data Use Agreement, SPI, Article 2, Definitions.
- C. Notify CMBHS Helpdesk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only Grantee's Authorized Users.

1. Grantee must provide a list of its Authorized Users to System Agency.
 2. Grantee must notify System Agency of any changes within 24 hours of such change(s)
 3. Any Authorized User no longer granted access must be removed from the CMBHS system within 24 hours of their release.
- E. Submit a signed CMBHS Security Attestation Form and a list of Grantee’s employees, contracted laborers and/or sub-Grantee’s authorized to have access (“Authorized Users”) to secure data and Confidential Information. The CMBHS Security Attestation Form must be submitted electronically to the designated folder in GlobalScape EFT on or before September 15th and March 15th every state fiscal year during the term of this Contract or within 24 hours of any employee or Authorized User status change.
- F. Submit a signed CMBHS Security Attestation Form and a list of its Authorized Users who have access to secure data and Confidential Information to the CMBHS Helpdesk.
- G. Attend System Agency training on CMBHS documentation on an annual basis or as suggested by System Agency.

IX. SUBMISSION REQUIREMENTS

System Agency will monitor Grantee’s performance on all required items listed in this Contract to ensure Grantee maintains compliance with Contract terms and conditions. Grantee’s performance measurements is based-off specifics listed in the table below and within Attachment A-SUPP (page 15 of this Scope of Grant Project).

Requirement	Title	Due Date	Submission System
Section II. A. 9	Oriented Values and Principles Written Policy	Within 90 calendar days of Contract execution	GlobalScape EFT
Section II. A. 12	Behavioral Health Disparities Impact Statement	Within 60 calendar days of Contract execution and By October 31 st , each state fiscal year	GlobalScape EFT
Section II. B. 1	Policies and Procedures	Within 60 calendar days of Contract execution	GlobalScape EFT
Section II. B. 2	Quarterly Report	Quarterly; report includes the previous Quarter information, as follows: Q1: reporting period, due December 15 th , each state fiscal year Q2 reporting period, due March 15 th , each state fiscal year Q3 reporting period, due June 15 th , each state fiscal year Q4 reporting period, due September 15 th , each state fiscal year	GlobalScape EFT

Section V. 5	Financial Status Report (FSR)	Financial Status Report (FSR) Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31 st , each state fiscal year Q2 reporting period, due March 31 st , each state fiscal year Q3 reporting period, due June 30 th , each state fiscal year Q4 reporting period, due October 15 th , each state fiscal year	CMBHS
Section V. 5	General Ledger	Quarterly; report previous Quarter information, as follows: Q1 reporting period, due December 31 st , each state fiscal year Q2 reporting period, due March 31 st , each state fiscal year Q3 reporting period, due June 30 th , each state fiscal year Q4 reporting period, due October 15 th , each state fiscal year	GlobalScape EFT
Section V. 7	Invoices in CMBHS	Invoice for previous month's activities on the 15th of the of the following month, throughout the Contract term	CMBHS
Section V. 8	Closeout documents	Final closeout documents due October 15 each state fiscal year during Contract term and after its termination and/or expiration	GlobalScape EFT
Section VII. 5	CMBHS Security Attestation Form and list of authorized users	15 calendar days after Contract execution; then, each fiscal year September 15th & March 15th	GlobalScape EFT
Attachment-SUPP	Performance Measures	Report for previous month's activities, due on the 15th of the following month, throughout the Contract term	CMBHS
Attachment B	State Fiscal Year 2023 Cost Reimbursement Budget	June 1, 2022	GlobalScape EFT
Attachment B	State Fiscal Year 2024 Cost Reimbursement Budget	June 1, 2023	GlobalScape EFT

Attachment B	State Fiscal Year 2025 Cost Reimbursement Budget	June 1, 2024	GlobalScape EFT
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Attachment A-SUPP follows

**ATTACHMENT A-SUPP
CONTRACT NO. HHS000780500005**

A. CONTRACT INFORMATION

TIN:	17513776587 000
Contract Type	Subrecipient
Payment Method:	Cost Reimbursement
Solicitation Document:	Governmental Agency

B. SERVICE AREA:

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

Region: 2

Callahan, Jones, Shackelford, Stephens, Taylor

C. RENEWALS:

Renewals are contingent on the availability of funding.

D. PERFORMANCE MEASURES:

1. Grantee will report the performance measures monthly through CMBHS before or on by the 15th calendar day of the following month, for the previous month's activities.
2. In addition, Grantee's performance will be measured in part on the achievement of the key performance measures stated in the table below:

State Fiscal Year (FY) 2022 Performance Measures are as follows:

	QTR 1 (Sept 1 – Nov 30)	QTR 2 (Dec 1 – Feb 28/29)	QTR 3 (Mar 1 – May 31)	QTR 4 (Jun 1 – Aug 31)	Annual Totals
1. Number of contacts with individuals eligible for program services	0	0	0	800	800
2. Number of substance use services, including intervention and treatment, referrals, linkage and support provided to individuals eligible for program	0	0	0	40	40

services (5%)					
3. Number of mental health referrals, linkage and support provided to individuals eligible for program services (2.5%)	0	0	0	20	20
4. Number of medical services referrals, linkage and support provided to individuals eligible for program services (2.5%)	0	0	0	20	20
5. Number of referrals, linkage and support provided to other services and community resources to individuals eligible for program services (2.5%)	0	0	0	20	20
6. Number of Overdose Reversal Kits distributed to eligible individuals	0	0	0	20	20

State Fiscal Years FY 2023–FY2025 Performance Measures are as follows:

	QTR 1 (Sept 1 – Nov 30)	QTR 2 (Dec 1 – Feb 28/29)	QTR 3 (Mar 1 – May 31)	QTR 4 (Jun 1 – Aug 31)	Annual Totals
1. Number of contacts with individuals eligible for program services	500	500	500	500	2000
2. Number of substance use services, including intervention and treatment, referrals, linkage and support provided to individuals eligible for program services (5%)	25	25	25	25	100

3. Number of mental health referrals, linkage and support provided to individuals eligible for program services (2.5%)	12	12	12	12	48
4. Number of medical services referrals, linkage and support provided to individuals eligible for program services (2.5%)	12	12	12	12	48
5. Number of referrals, linkage and support provided to other services and community resources to individuals eligible for program services (2.5%)	12	12	12	12	48
6. Number of Overdose Reversal Kits distributed to eligible individuals	12	12	12	12	12

E. PERFORMANCE MEASURE DEFINITIONS FOR 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 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.

5. 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.

6. 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.

7. 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
CONTRACT NO. HHS000780500005
UNDER THE
COMMUNITY HEALTH WORKERS (CHW) GRANT PROGRAM

A. Categorical Budget

Below is the approved categorical budget for each fiscal year (FY), September 1st through August 31st, throughout the Contract term:

Budget categories	FY 22	FY 23	FY 24	FY 25
PERSONNEL	\$109,298.00	\$191,115.00	\$191,115.00	\$191,115.00
FRINGE BENEFITS	\$31,696.00	\$55,423.00	\$55,423.00	\$55,423.00
TRAVEL	\$14,995.00	\$4,075.00	\$4,075.00	\$4,075.00
SUPPLIES	\$10,800.00	\$6,901.00	\$6,901.00	\$6,901.00
CONTRACTUAL	\$.00	\$.00	\$.00	\$.00
EQUIPMENT	\$115,800.00	\$.00	\$.00	\$.00
OTHER	\$125,025.00	\$54,191.00	\$54,191.00	\$54,191.00
TOTAL DIRECT CHARGES	\$407,614.00	\$311,705.00	\$311,705.00	\$311,705.00
INDIRECT CHARGES	\$38,636.00	\$29,545.00	\$29,545.00	\$29,545.00
TOTAL CONTRACT VALUE	\$446,250.00	\$341,250.00	\$341,250.00	\$341,250.00
MATCH	\$21,250.00	\$16,250.00	\$16,250.00	\$16,250.00
SYSTEM AGENCY SHARE	\$425,000.00	\$325,000.00	\$325,000.00	\$325,000.00
TOTAL	\$446,250.00	\$341,250.00	\$341,250.00	\$341,250.00

B. Definitions:

1. Allowable costs: restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds. Article IV.4.1(A) Allowable Costs and Audit Requirements, Texas Health and Human Services Uniform Terms and Conditions – Grant, v.3.0.

2. Disallowable costs: those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. 2 CFR 200.1.
- C. Funding for this Contract is from the United States Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA), which requires compliance to 45 CFR Part 96, Subpart C, as applicable.
- D. Any unexpended balance associated with any other Health and Human Services Commission (System Agency) funded Contract may not be applied to this Contract.
- E. Grantee 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.
- F. Grantee shall review and comply with the System Agency's Grants Technical Assistance Guide, which provides guidance on financial administration in order to clarify applicable laws, rules and regulations. The Guide is located at the following:
<https://hhs.texas.gov/doing-business-hhs/grants> .
- G. Grantee may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- H. The Program Assistance Listing number for the Substance Abuse Prevention and Treatment (SAPT) Block Grant is 93.959. The Program Assistance Listing number is identified in the CMBHS Transactions List Report.
- I. The SAPT Block Grant Program Assistance Listing number 93.959 requires a five percent (5%) match requirement for all utilized funds.
- J. Funding:
 1. System Agency's share total reimbursements will not exceed \$1,400,000.00 for the period from July 1, 2022 through August 31, 2025, as follows:
 - a. State FY 22: \$425,000.00
 - b. State FY 23: \$325,000.00
 - c. State FY 24: \$325,000.00
 - d. State FY 25: \$325,000.00
 2. For each State Fiscal Year (FY) noted in Section I, (1) (a-d), Grantee shall provide a five percent (5%) match requirement:
 - a. State FY 22: \$21,250.00
 - b. State FY 23: \$16,250.00
 - c. State FY 24: \$16,250.00
 - d. State FY 25: \$16,250.00
 3. Total-not-to-exceed Contract amount for the entire contract term is: \$1,470,000.00, as outlined per FY documented below:
 - a. State FY 22: \$446,250.00
 - b. State FY 23: \$341,250.00
 - c. State FY 24: \$341,250.00
 - d. State FY 25: \$341,250.00

K. Cost Reimbursement Budget

1. The Cost Reimbursement budget documents approved and “allowable” expenditures; Grantee shall only utilize the funding detailed in this Attachment B for approved and “allowable costs”.
 - a. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, System Agency’s Contract Representative, requesting approval prior to utilizing the funds.
 - b. System Agency must first provide written notification of whether the requested expense is approved or denied within 30 calendar days before any performance against such amended expenses begins.
2. As applicable, Grantee may revise the System Agency approved Cost Reimbursement budget in the following manner(s). All requirements must be followed and are listed below:
 - a. Grantee is allowed to transfer funds from the budgeted direct categories only, with the exception of the Equipment Category. Grantee may transfer up to ten percent (10%) of the FY Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency’s written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten percent (10%) requirement stated in (J)(2)(a), by submitting written notification to System Agency’s assigned Contract Representative. This change is considered a minor administrative change and does not require an amendment. System Agency must first provide written notification of whether the requested adjustment is approved or denied within 30 calendar days before any performance against such amended expenses begins: as System Agency’s assigned Contract Representative updates in CMBHS
 - c. Grantee may revise the Cost Reimbursement budget ‘Equipment’ and/or ‘Indirect Cost’ Categories, however a formal Amendment is required. Grantee shall submit to the System Agency’s Contract Representative a written request to revise the Budget, which includes a justification for the revisions. The assigned Contract Representative must provide written notification of whether the requested adjustment is approved or denied within 30 calendar days before any performance against such amended expense begins. 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. System Agency reserves the right to negotiate Grantee’s indirect cost amount, which may require Grantee to provide additional supporting documentation.

HEALTH AND HUMAN SERVICES
Contract Number HHS000780500005
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

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 HHS 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 HHS 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 System Agency. 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. 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

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 HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS 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 Terrorist 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. 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.

24. Television Equipment Recycling Program

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.

25. 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.

26. 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.

27. 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 System Agency. 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 System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. 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.

30. 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.

31. 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.

32. 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.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

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:

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

35. Former Agency Employees – Certain Contracts

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, in accordance with Section 2252.901 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.

36. Disclosure of Prior State Employment – Consulting Services

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, System Agency 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:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. 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 System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX 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:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. 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
3. 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.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) 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 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. 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 II.

51. 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.

52. 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.

53. 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.

54. 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.

55. Equal Employment Opportunity

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

56. 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).

57. 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.

Signature Page Follows

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

Abilene Regional MHMR

Legal Name of Contractor

Betty Hardwick Center

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:


6133A8FA2931404...

Signature of Authorized Representative

Jenny Goode

June 30, 2022

Date Signed

06/30/2022

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

2616 S. Clack St

Title of Authorized Representative

Abilene, Texas 79606

Physical Street Address

Same

City, State, Zip Code

Same

Mailing Address, if different

N/a

City, State, Zip Code

Same

Phone Number

jgoode@bettyhardwick.org

Fax Number

325-690-6136

Email Address

Jgoode@bettyharfwick.org

DUNS Number

625999326

Federal Employer Identification Number

751377658

Texas Identification Number (TIN)

17513776587

Texas Franchise Tax Number

KQKEHG7ABEE8

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or 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 Grant Agreement.

“Contract” or “Grant Agreement” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“Deliverables” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement 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 Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“HHSC” means the Texas Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“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.

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

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

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

“Signature Document” means the document executed by all Parties for this Grant Agreement.

“Solicitation,” “Funding Announcement” or “Request for Applications (RFA)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement 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 the Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

“Statement of Work” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“System Agency” means HHSC or DSHS, as applicable.

“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 Grant Agreement or through use of any funding provided under this Grant Agreement.

“Texas Grant Management Standards” or “TxGMS” 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. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

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 Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) 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 Grant Agreement, 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 agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. 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.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Texttravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, 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.

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement 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 Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal 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 Grant Agreement impossible or unnecessary, the Grant Agreement 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. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement 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 during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- 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 – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- 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 Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. 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 Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs 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 Grant Agreement. 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 remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS 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. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. 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 maybe subject to sanctions and remedies for non-compliance.
 - iii. 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.

- iv. 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 TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. 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 TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee 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 applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

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 one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.
- B. Financial Statements.
Due no later than nine months after the Grantee’s fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their 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.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee’s future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, 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 Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. 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.
- B. 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.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. 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.

- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. 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 Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. 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, reproduce, 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.
- C. 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 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 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, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement 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 Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee 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 Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee 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.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. 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 Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. 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 Grant Agreement. If the Grant Agreement 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, HHS'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.

- C. 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 Grant Agreement.
- D. 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.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 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 Grant Agreement 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 HHS 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 Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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.

8.5 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 Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, 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 the following:

- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, 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 the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

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

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL 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, ATTORNEYS' 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 GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF 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 Grant Agreement.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.
- B. THE DEFENSE SHALL BE COORDINATED BY THE 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.

- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- 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 Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

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

- ii. 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 Grant Agreement 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;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

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. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

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

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges 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 Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement 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 Grant Agreement. 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 Grant Agreement.

11.10 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 Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. 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 Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement 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 Grant Agreement 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.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement 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 Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 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 Grant Agreement 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.

11.15 NO IMPLIED 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 Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee'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 Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement 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.

11.18 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.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement 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 Grant Agreement 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 Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement 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 Grant Agreement.

11.22 PROPER AUTHORITY

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

11.23 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:

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

11.24 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 Grant Agreement.
- 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: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
- 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 complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.