

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000866900003
UNDER THE
HOSPITAL TRANSITION PILOT PROGRAM**

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”), a pass-through entity, and the **HARRIS CENTER FOR MENTAL HEALTH AND IDD** (“Grantee” or “Local Government”), a Community Mental Health Center as defined by *Texas Health and Safety Code* § 534.001, each a “Party” and collectively the “Parties,” enter into the following grant contract for operation of a Hospital Transition Pilot Program designed to step-down or transition individuals who are psychiatrically and/or medically fragile from inpatient state hospital settings to more appropriate community-based settings (the “Contract”).

II. LEGAL AUTHORITY

This Contract pursuant is authorized by and in compliance with the provisions of the “Interlocal Cooperation Act,” Texas Government Code Chapter 791, and to the extent applicable, *Texas Health and Safety Code* Section §12.051 as transferred under *Texas Government Code* Chapter 531, and *Texas Health and Safety Code* Chapter 534.

III. DURATION

The Contract is effective on September 1, 2021 or as of the date last signed by the Parties, whichever is later. The Contract terminates on **March 14, 2023**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion and contingent on the availability of funds, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed 5 years.

IV. BUDGET

The total amount of this Contract, including all Work Orders issued under it, shall not exceed **\$1,893,795.00**, as provided for in **ATTACHMENT F, COST REIMBURSEMENT BUDGET PROCEDURES.**

V. REPORTING REQUIREMENTS

All reporting requirements under the Contract will be in accordance with the terms outlined in **ATTACHMENT A, STATEMENT OF WORK.** All invoice and reporting requirements will survive the termination or expiration of this Contract.

VI. CONTRACT REPRESENTATIVES

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

System Agency

Health and Human Services Commission
P.O. Box 149347 (MC 2058)
Austin, Texas 78714-9347
Contact Person: Renee West
E-Mail: Renee.West01@hhs.texas.gov
Agency Number: 35295295295

Local Government

Harris Center for Mental Health and IDD
9401 Southwest Freeway
Houston, Texas 77074
Contact Person: Wayne Young
E-Mail: wayne.young@theharriscenter.org
Agency Number: 17416039505

VII. LEGAL NOTICES

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

System Agency

Health and Human Services Commission
North Austin Complex
Attn: Office of Chief Counsel
4601 W. Guadalupe St.; MC 1100
Austin, TX 78751-3146

Local Government

The Harris Center for Mental Health and IDD
Attn: Wayne Young
9401 Southwest Fwy
Houston, Texas 77074

VIII. NOTICE REQUIREMENTS

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

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

IX. ADDITIONAL GRANT INFORMATION

- A. Grantee Data Universal Numbering System (DUNS) Number: 806781373
- B. Federal Award Identification Number (FAIN): B09SM083999
- C. Federal Award Date: 03/15/2021
- D. Federal Award Period: 03/15/2021 – 03/14/2023
- E. Name of Federal Awarding Agency: Department of Health and Human Services
- F. Awarding Official Contact Information: melissa.blackwell@samhsa.hhs.gov

X. TEXAS GRANT MANAGEMENT STANDARDS (TxGMS)

The Texas Grant Management Standards (TxGMS), published by the Texas Comptroller, replaces the Uniform Grant Management Standards (UGMS) and applies to grant

agreements that begin on or after January 1, 2022. Additionally, as provided in TxGMS, if a state awarding agency adds funds to a grant that existed before March 1, 2021, TxGMS will apply to it from that point forward, unless the state awarding agency specifically indicates that TxGMS will not apply. Applicable references to UGMS in this Grant Agreement will be superseded by TxGMS accordingly.

XI. CERTIFICATIONS

The undersigned contracting parties certify that:

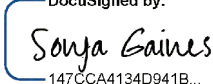
- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
-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

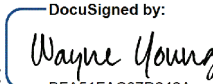
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
HHSC CONTRACT NO. HHS000866900003**

**Health and Human Services
Commission**

**The Harris Center for Mental Health and
IDD**

By:  DocuSigned by:
147CCA4134D941B...

By:  DocuSigned by:
BFA51FAC07D242A...

Sonja Gaines

Wayne Young

SG

CEO

Date of Signature: August 27, 2021

Date of Signature: August 26, 2021

THE FOLLOWING ATTACHMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT NO. HHS000866900003 BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT A-1 - SUPERVISED LIVING GROUP HOME STANDARDS**
- ATTACHMENT B - UNIFORM TERMS AND CONDITIONS – GRANTS (VERSION 2.16.1)**
- ATTACHMENT C - ADDITIONAL PROVISIONS – GRANT FUNDING (VERSION 1.0)**
- ATTACHMENT D - CONTRACT AFFIRMATIONS (VERSION 1.9)**
- ATTACHMENT E - DATA USE AGREEMENT (VERSION 8.5, COMMUNITY CENTER VERSION)**
- ATTACHMENT E-1 - SECURITY AND PRIVACY INQUIRY (SPI)**
- ATTACHMENT F - COST REIMBURSEMENT BUDGET PROCEDURES**
- ATTACHMENT G - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

ATTACHMENTS FOLLOW

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

Table of Contents

A. Settings Info.....	2
B. Standards for Setting Type.....	2
C. Approval of Setting by HHSC	2
D. Contracts and Rates	5
E. Administrative Management.....	6
F. Records	7
G. Background Checks.....	8
H. Staffing.....	8
I. Settings Requirements.....	9
J. Individually-Based Limitations	12
K. Safety.....	13
M. Non-Discrimination.....	14
N. Resident’s Right to Compensation for Work.....	14
O. Admission to the Home.....	14
P. Residency Agreement	17
Q. Health Services.....	18
R. Termination of Residency	20
S. Resident Grievances and Appeals.....	21
T. Waiver of Standards.....	22

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

A. Settings Info

Supervised Living Group homes (“Homes”) program provide a structured, supervised setting for individuals with serious mental illness. Homes are integrated in a community-based setting and provide a safe environment which promotes, recovery, choice and independence. Homes will constantly strive to enable residents to move to less restrictive living settings.

B. Standards for Setting Type

- a. Capacity: Each bedroom shall have no more than two residents. Residents can choose to have a private room or choose a roommate. There shall not be more than eight residents per Home.
- b. Home Qualities: The Home shall be in an integrated community setting. A Home must be structured and operated to enable the resident to:
 - i. Engage in community life and services not segregated by disability;
 - ii. Control their personal environment and possessions;
 - iii. Engage in integrated competitive employment;
- c. Home environment must:
 - i. Support a resident’s rights of privacy, dignity, respect, and freedom from coercion and restraint;
 - ii. Optimize, but does not prescribe, resident initiative, autonomy, self-direction, and independence in making life choices including, but not limited to, daily activities, physical environment, and with whom to interact; and
 - iii. Ensure resident choice in types of services and supports and who provides the services and supports.
- d. The Home must be:
 - i. Physically accessible to the resident; and
 - ii. Provided under a legally enforceable lease or Residency Agreement which includes, at a minimum, the same responsibilities and protections from an eviction that a tenant has under the landlord-tenant law of Texas and other applicable laws or rules of the county, city, or other designated entity.

C. Approval of Setting by HHSC

- a. HHSC shall approve a Home that meets the settings definition of a Supervised Living Group Home in Section A, Settings Info, above, and demonstrates compliance with these standards and all applicable laws and rules. No person or governmental unit acting individually or jointly with any other person or governmental unit shall establish, maintain, manage, or operate a Home without approval by HHSC.
- b. The following must be submitted to HHSC for review and approval:
 - i. Full and complete information as to the identity and financial interest of each resident, including stockholders, having direct or indirect ownership interest of five percent or more in the Home and all officers and directors in the case of a Home operated or owned by a corporation;
 - ii. Name and resume of the program administrator;
 - iii. Physical address of the Home and mailing address;
 - iv. Maximum occupancy of the house, list of current residents and their age range, and emergency protocols that address the health and safety issues that mitigate risk to residents: fire, flood, earthquake, sink hole, etc.;

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- v. Proposed annual budget identifying sources of revenue and expenses;
 - vi. National and state criminal background checks for all individuals employed by the provider of the Home, this includes direct care staff, clinical staff, and maintenance workers;
 - vii. Documentation showing the final disposition of any suspension, denial, revocation, or other disciplinary actions initiated on any current or previous license or certificate, including settlement agreements, where applicable;
 - viii. Documentation of any substantiated allegations of abuse or neglect pertaining to the applicant or anyone employed by or contracted with the applicant;
 - ix. A complete set of any and all policies and procedures pertaining to the Home; and
 - x. Any other information HHSC may reasonably require.
- c. A complete set of plans and specifications must be submitted to HHSC whenever a new structure or addition to an existing structure is proposed or when significant alterations to an existing Home are proposed. Plans shall meet the following criteria:
- i. Plans shall be prepared in accordance with local building code;
 - ii. Plans shall be to scale and sufficiently complete to allow for full review for compliance with local building code; and
 - iii. Prior to approval, the Home shall submit the following to HHSC:
 - 1. One copy of the fire inspection report from the local jurisdiction indicating the setting complies with local fire code;
- d. Upon receipt of a request for approval of a Home setting, HHSC shall review whether the provider of the Home:
- i. Demonstrates an understanding and acceptance of these standards;
 - ii. Employs or utilizes only persons whose presence does not jeopardize the health, safety, or welfare of residents as defined by these standards; and
 - iii. Provided evidence satisfactory to HHSC of financial ability to comply with these standards:
 - 1. HHSC will conduct a site inspection; and
 - 2. Conclude with a report stating findings and a decision regarding approval of a Home.
- e. HHSC may elect to deny approval of a Home prior to review when:
- i. The Home has previously had any action taken on a certificate or license; or
 - ii. Action taken on a certificate or license includes denial, suspension, conditions, intent to revoke, or revocation by HHSC or any other state agency.
 - iii. The Home may appeal the denial of the setting by submitting a request for reconsideration in writing to HHSC within 14 calendar days from receipt of the denial notice. HHSC shall decide on the appeal within 30 calendar days of receipt of the appeal. The decision of HHSC shall be final.
- f. The provider shall submit and complete a plan of correction for each finding of noncompliance. HHSC shall specify required documentation and set the timelines for submission and completion of plans of correction in accordance with the severity of the findings:
- i. If the findings of noncompliance substantially impact the welfare, health, and safety of residents, the provider shall submit a plan of correction that shall be approved by HHSC prior to the approval of the Home. In the case of a currently operating Home, the findings may result in the suspension or revocation of placement of residents.
 - ii. If it is determined the findings of noncompliance do not threaten the welfare, health, or safety of residents and the Home meets other requirements of settings approval,

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

HHSC may approve the setting with the plan of correction submitted and completed as a condition of approval.

- iii. HHSC shall review and evaluate each plan of correction. If the plan of correction does not adequately remedy the findings of noncompliance, HHSC shall require a revised plan of correction and may deny approval of the setting.
- iv. The provider may appeal the finding of noncompliance or the disapproval of a plan of correction by submitting a request for reconsideration in writing to HHSC. HHSC shall decide on the appeal within 30 days of receipt of the appeal. The decision of HHSC shall be final.
- g. HHSC, at its discretion, may grant a variance to these standards based upon demonstration by the provider that an alternative method or different approach provides equal or greater program effectiveness, costs the same or less than the standard approach, and does not adversely impact the welfare, health, or safety of residents:
 - i. The provider seeking a variance shall submit in writing a request to HHSC identifying the section of these standards from which a variance is sought, the reason for the proposed variance and the proposed alternative method or different approach;
 - ii. HHSC shall review and approve or deny the request for a variance;
 - iii. HHSC shall notify the provider of the decision in writing within 30 calendar days after receipt of the request. A variance may be implemented only after receipt of written approval from HHSC.
 - iv. The provider may appeal the denial of a variance request by submitting a request for reconsideration in writing to HHSC. HHSC shall decide within 30 calendar days of receipt of the appeal. The decision of HHSC shall be final; and
 - v. A variance shall be reviewed by HHSC at least every two years and approval may be revoked or suspended based upon a finding that the variance adversely impacts the welfare, health, or safety of residents.
- h. Upon finding that the Home is in substantial compliance with these standards, HHSC shall provide approval of the Home in writing that includes:
 - i. The name of the provider, the name of the program administrator, the address of the setting to which this approval applies, the maximum number of residents to be served at any one time, the type of program, and such other information as HHSC deems necessary;
 - ii. A program approval shall be effective for two years from the date issued unless sooner revoked or suspended; and
 - iii. A program approval is not transferable or applicable to any other setting location, or management other than that indicated on the approval.
- i. The approval shall be valid under the following conditions:
 - i. The provider shall maintain the HHSC approval posted in the setting and available for inspection at all times; and
 - ii. An approval becomes void immediately upon suspension or revocation of the approval by HHSC or if the operation is discontinued by voluntary action of the provider or if there is a change of ownership.
- j. HHSC staff shall visit and inspect every setting at least once every year to determine whether it is maintained and operated in accordance with these standards. The provider shall allow HHSC staff entry and access to the setting and residents for conducting the inspections:
 - i. HHSC staff shall review methods of resident care and treatment, records, the condition of the setting and equipment, and other areas of operation;

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- ii. All records, unless specifically excluded by law, shall be available to HHSC for review; and
- iii. The local Fire Marshal or authorized representatives shall, upon request, be permitted access to the setting, fire safety equipment within the setting, safety policies and procedures, maintenance of records of fire protection equipment and systems, and records demonstrating the evacuation capability of setting occupants.
- k. Incidents of alleged abuse and reported complaints shall be investigated in accordance with current law. HHSC may delegate the investigation to Department of Family and Protective Services or other appropriate entity.
- l. HHSC may deny, suspend, revoke, or refuse to continue approval of a setting when it finds there has been substantial failure to comply with these standards or when the local Fire Marshal or authorized representatives certifies there is failure to comply with fire codes:
 - i. In cases where there exists an imminent danger to the health or safety of a resident or the public, setting approval may be suspended immediately.

D. Contracts and Rates

- a. A provider receiving service payments shall enter into a contract with the local mental health authority (LMHA)/local behavioral health authority (LBHA) and HHSC. The contract does not guarantee that any number of residents eligible for HHSC-funded services shall be referred to or maintained in the program.
- b. The provider or individuals employed by the provider of the Home cannot be the guardian or representative payee for the resident.
- c. The provider shall specify in a fee policy and procedure rates for all services and the procedures for collecting payments from residents and payees. The fee policy and procedures shall describe the schedule of rates, conditions under which rates may be changed, acceptable methods of payment, and the policy on refunds at the time of termination of residency;
 - i. For residents whose services are funded by HHSC, reimbursement for services shall be made according to the rate schedule outlined in the contract. Room and board payments for residents receiving Social Security benefits or public assistance shall be in accordance with rates determined by HHSC;
 - ii. For private paying residents, the program shall enter into a signed agreement with the resident, and, if applicable, the resident's designated Legally Authorized Representative (LAR). This agreement shall include but is not limited to a description of the services to be provided, the schedule of rates, conditions under which the rates may be changed, and policy on refunds at the time of termination of residency; and
- iii. 30 days prior to increasing rates or modifying payment procedures, the program shall provide a notice of the change to all residents, representatives, payees, guardians, conservators, and HHSC.

E. Administrative Management

- a. The provider shall employ a program administrator who meets the following qualifications and act in accordance with the following standards:
 - i. Background including special training, experience, and other demonstrated ability in providing care and treatment appropriate to the residents served in the program;
 - ii. Documented approved criminal background check and no history of abusive

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- behavior;
- iii. Ensure the program operates in accordance with these standards;
 - iv. Oversee the daily operation and maintenance of the program and shall be available to perform administrative duties at the setting at least five hours per week;
 - v. Develop and administer written policies and procedures to direct the operation of the program and the provision of services to residents;
 - vi. Ensure that qualified program staff are available in accordance with the staffing requirements specified in these standards;
 - vii. Supervise or provide for the supervision of program staff and others involved in the operation of the program;
 - viii. Maintain setting, personnel, and resident service records; and
 - ix. Delegate authority and responsibility for the operation and maintenance of the program to a responsible staff person whenever the program administrator is absent from the setting. This authority and responsibility may not be delegated to a resident.
- b. The provider shall develop, update policies as needed, and maintain a copy in a location easily accessible for staff reference and made available to others upon reasonable request. Policies shall be consistent with the requirements of these standards and shall address at a minimum the following:
- i. Personnel practices and staff training;
 - ii. Resident screening, admission, and termination;
 - iii. Fire drills, emergency procedures, resident safety and abuse reporting;
 - iv. Health and sanitation;
 - v. Records maintenance and confidentiality;
 - vi. Residential service plan, services, and activities
 - vii. Behavior management;
 - viii. Food Service;
 - ix. Medication administration and storage;
 - x. Resident belongings, storage, and funds;
 - xi. Resident rights and advance directives;
 - xii. Complaints and grievances
 - xiii. Setting maintenance;
 - xiv. Evacuation capability determination; and
 - xv. Fees and money management.
- c. The provider shall develop reasonable house rules outlining operating protocols concerning, but not limited to, meal times, night-time quiet hours, guest policies, smoking, and as follows:
- i. House rules shall be consistent with resident rights;
 - ii. House rules shall be posted in an area readily accessible to residents;
 - iii. House rules shall be reviewed and updated as necessary;
 - iv. Residents shall be provided an opportunity to review and provide input into any proposed changes to house rules before the revision become effective.

F. Records

- a. Records shall be maintained to document the legal operation of the program, personnel practices, and resident services and supports. All records shall be properly obtained, accurately prepared, safely stored, and readily available or electronically accessible within the Home. All entries in records required by these rules shall be in ink, indelible

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- pencil, or approved electronic equivalent prepared at the time or immediately following the occurrence of the event being recorded; be legible; and be dated and signed by the person making the entry. In the case of electronic records, signatures may be replaced by an approved, uniquely identifiable electronic equivalent.
- b. Records documenting the legal operation of the Home shall include, but not be limited to:
 - i. Any building inspection reports, zoning verifications, fire inspection reports, or other documentation pertaining to the safe and sanitary operation of the Home issued during the development or operation of the Home;
 - ii. Documents pertaining to approval of the setting from HHSC;
 - iii. Program operating budget and related financial records;
 - iv. Payroll records, program staff schedules and timesheets;
 - v. Materials safety and data sheets;
 - vi. Fire drill documentation;
 - vii. Incident reports; and
 - viii. Policy and procedure manual.
 - ix. Personnel records shall document and include:
 - 1. Job descriptions for all positions; and
 - 2. Separate program staff records including, but not limited to, written documentation of program staff identifying information and qualifications, criminal record clearance, performance appraisals, and documentation of pre-service orientation and other training.
 - c. Resident service records shall be maintained for each resident and include:
 - i. An easily accessible summary sheet that includes, but is not limited to, the resident's name, previous address, date of admission to the program, gender, biological sex, date of birth, marital status, legal status, religious preference, health provider information, evacuation capability, DSM diagnosis, physical health diagnosis, medication allergies, food allergies, information indicating whether advance mental health and health directives and burial plan have been executed, and the name and contact information of an resident to contact in case of an emergency;
 - ii. The names, addresses, and telephone numbers of the resident's representative, legal guardian or conservator, parents, next of kin, or other significant persons; physicians or other medical practitioners; dentist; case manager or therapist; day program, school, or employer; and any governmental or other agency representatives providing services to the resident;
 - iii. A mental health assessment and background information identifying the resident's residential service needs;
 - iv. A resident transition plan and person-centered service plan;
 - v. The resident's safety plan; and
 - vi. Documentation of the resident's progress and any other significant information including, but not limited to, progress notes, progress summaries, and correspondence concerning the resident.
 - d. The program shall retain all referral packets, screening materials, and screening responses-placement determinations for a minimum of three years from the date of the referral.
 - e. All resident service records shall be stored in a weatherproof and secure location. Access to records shall be limited to the program administrator and direct care staff unless otherwise allowed in these standards.

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- f. All resident service records shall be kept confidential as required by law. A signed release of information shall be obtained for any disclosure from a resident service record in accordance with all applicable laws and rules.
- g. A resident or the representative shall be allowed to review and obtain a copy of the resident service record as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- h. If a program changes ownership or program administrator, all resident and personnel records shall remain at the setting. Prior to the dissolution of any Home, the program administrator shall notify HHSC in writing as to the location and storage of resident service records or those records shall be transferred with the resident.

G. Background Checks

- a. Employees providing direct services to residents are subject to national and state criminal background checks and screening to determine if they have a history of criminal or abusive behavior such that they should not be allowed to work in positions covered by these standards.

H. Staffing

- a. A direct care staff person shall be at least 18 years of age, must be able to implement the setting's emergency procedures and disaster plan, and perform other duties of the job as described in the job description;
- b. All program staff having contact with a resident must have a documented approved criminal background clearance.
- c. Personnel policies shall be made available to all program staff and shall describe hiring, leave, promotion, and disciplinary practices.
- d. The program administrator shall provide or arrange a minimum of 20 hours pre-service orientation and eight hours in-service training annually for each program staff including:
 - i. Pre-service training for direct care staff must include, but is not limited to, a comprehensive tour of the setting; a review of emergency procedures, a review of setting house rules, policies, and procedures; background on mental health disorders; an overview of resident rights, including HIPAA; medication management procedures; food service arrangements; a summary of each resident's assessment and person-centered service plan, and other information relevant to the job description and scheduled shifts; and training in:
 - 1. Mental Health First Aid;
 - 2. Motivational Interviewing (Centralized Training Infrastructure); and
 - 3. Harm Reduction (Centralized Training Infrastructure)
 - 4. De-escalation training (e.g. Positive Behavior Support)
 - 5. Food Handler's Certification (if preparing meals for residents)
 - ii. Pre-service training for Licensed Practitioners of the Healing Arts (LPHA) working with the Home shall complete the following trainings:
 - 1. Cognitive Adaptation Training (Centralized Training Infrastructure)
 - 2. Money Follows the Person: Recovery Through Relocation (International Center of Excellence for Evidence-Based Practices)
 - 3. Motivational Interviewing (Centralized Training Infrastructure)
 - 4. Illness Management and Recovery (Centralized Training Infrastructure)
 - 5. Harm Reduction Training
 - 6. Co-Occurring Psychiatric and Substance Use Disorders Training (COPSD)

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

(Centralized Training Infrastructure)

- iii. In-service training shall be provided on topics relevant to improving the care and treatment of residents in the program and meeting the requirements in these administrative rules. In-service training topics include, but are not limited to, behavior management, daily living skills development, nutrition, first aid, understanding mental illness, sanitary food handling, resident rights, identifying health care needs, and psychiatric medications.
- e. The provider and program administrator shall ensure an adequate number of program and direct care staff are available at all times to meet the treatment, health, and safety needs of residents. Program staff must be scheduled to meet the changing needs and ensure safety of residents. Minimum staffing requirements are as follows:
 - i. There shall be at least one direct care staff always on duty per four residents when residents are in the Home;
 - ii. Program and direct care staff on night duty shall remain awake and professionally dressed. In settings where residents are housed in two or more detached buildings, program staff shall monitor each building at least once an hour during the night shift. An approved method for alerting program staff to problems shall be in place and implemented. This method shall be accessible to and usable by the residents.

I. Settings Requirements

- a. To ensure program accessibility under Title II of the Americans with Disabilities Act, HHSC may require additional accessibility improvements, and be in accordance with the specific needs of the resident.
- b. An accessible outdoor area is required and shall be made available to all residents. A portion of the accessible area shall be covered and have an all-weather surface such as a patio or deck.
- c. The setting shall have sufficient and safe storage areas including but not limited to:
 - i. Storage for a reasonable number of resident personal belongings beyond that available in the resident's bedroom shall be provided appropriate to the size of the setting;
 - ii. Storage areas necessary to ensure a functional, safe, and sanitary environment; and
 - iii. Safe storage of prescription medications.
- d. The program may permit a resident to use their own furniture within space limitations of the resident's bedroom. Otherwise, furniture shall be provided or arranged for each resident, maintained in good repair, and include the following:
 - i. A bed including a frame and a clean mattress and pillow;
 - ii. A private dresser or similar storage area for personal belongings that is readily accessible to the resident;
 - iii. One chair per bedroom; and
 - iv. Locked storage for the resident's small, personal belongings. The provider shall provide the resident with a key or other method to again access to locked storage space.
- e. The program shall provide linens for each resident and shall include the following:
 - i. Sheets, pillowcase, other bedding appropriate to the season and the resident's comfort;
 - ii. Availability of a waterproof mattress or waterproof mattress cover; and
 - iii. Towels and washcloths.
- f. The provider shall assist each resident in obtaining personal hygiene items in accordance

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

with resident's needs. These shall be stored in a clean and sanitary manner and may be purchased with the president's personal funds. Personal hygiene items include, but are not limited to, a comb and hairbrush, a toothbrush, toothpaste, and menstrual supplies (if needed).

- g. The provider shall provide sufficient supplies of soap, shampoo, and toilet paper for all residents.
- h. An adequate supply of furniture for resident use in living room, dining room, and other common areas shall be maintained in good condition.
- i. The setting shall have sufficient space for confidential storage of both resident service records and business records, for program staff use in completing record-keeping tasks, and for a telephone.
- j. The provider shall provide a bedroom for each resident, although the program may maintain bedrooms to be shared by more than one resident consistent with these standards. The bedroom shall include sleeping accommodations for the resident and be separated from the other areas of the setting by an operable door with an approved latching device. The provider shall maintain bedrooms as follows:
 - i. Bedrooms shall be limited to one or two residents.
 - ii. The provider shall provide a lockable entrance door to each unit for the resident's privacy as follows:
 - 1. The locking device shall release with a single-action level on the inside of the room and open to a hall or common-use room;
 - 2. The provider shall provide each resident with a personalized key that operates only the door to his or her bedroom from the corridor side;
 - 3. The provider shall maintain a master key to access all the bedrooms that is easily and quickly available to the provider, program administrator, and appropriate program staff; and
 - 4. The provider may not disable or remove a lock to a unit without obtaining consent from the resident or the resident's representative through the resident-based limitations outlined in these standards.
 - iii. A clothes closet with adequate clothes hanging rods shall be accessible within each unit for storage of each resident's clothing and personal belongings; and
 - iv. Each unit shall have exterior windows. Bedroom windows shall be equipped with curtains or blinds for privacy and light control. An escape window shall be provided consistent with building code requirements.
 - v. Bathing and toilet facilities shall be conveniently located for resident use, provide privacy for residents, provide a securely affixed mirror at eye level, be adequately ventilated, and include sufficient facilities specially equipped for use by residents with a physical disability in Homes serving such residents; and
 - vi. A minimum of one toilet and one shower shall be available for each four residents.
- k. The setting shall include adequate lounge and activity areas for social and recreational use by residents, program staff, and guests.
- l. Kitchen facilities shall have sufficient refrigeration space, a dishwasher, appropriate storage for dishes and cooking utensils designed to be free from potential contamination, a stove and oven equipment.
- m. The setting shall have a separate dining room or an area where meals are served to be used by residents, program staff, and guests;
- n. The Home's dining area shall have enough seat and table space for all residents to eat at the same time.

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- o. The Home's flooring, thresholds, and floor junctures shall be designed and installed to prevent tripping hazards and to minimize resistance for passage of wheelchairs and other ambulation aids. In addition, hard surface floors shall be free from cracks and breaks, and bathing areas shall have non-slip surfaces;
- p. If necessary, due to a resident's needs, the door to the bedroom for the resident requiring ADA compliance, bathrooms, and common use areas shall be ADA compliant
- q. Exit doors may not include locks that prevent evacuation except in accordance with building and fire code requirements and with written approval from HHSC.
- r. An exterior door alarm or other acceptable system may be provided for security purposes and to alert staff when residents or others enter or exit the Home.
- s. Handrails shall be provided on all stairways.
- t. All areas of the Home shall be adequately ventilated, and temperature controlled:
 - i. Each setting shall have and maintain heating equipment capable of maintaining a temperature of 68-72 degrees Fahrenheit in the winter and 74-78 degrees Fahrenheit in the summer.
 - ii. Air conditioning must be provided in the Home.
 - iii. All toilet and shower rooms shall be adequately ventilated with a mechanical exhaust fan, window mounted exhaust fan, or central exhaust system that discharges to the outside;
 - iv. Where used, the design and installation of fireplaces, furnaces, wood stoves, and boilers shall meet standards of local building code. Documentation of annual inspection noting safe and proper operation shall be maintained at the setting; and
 - v. In resident-use areas, hot water temperatures shall be maintained within a range of 110 to 120 degrees Fahrenheit. Hot water temperatures in laundry and kitchen areas shall be at least 155 degrees Fahrenheit.
 - vi. All wiring systems and electrical circuits shall meet state code requirements in effect on the date of installation, and all electrical devices shall be properly wired and in good repair. The provider shall ensure the following:
 - 1. When not fully grounded, circuits in resident use shall be protected by GFCI type receptacles or circuit breakers as an acceptable alternative;
 - 2. A sufficient supply of electrical outlets shall be provided to meet resident and staff needs;
 - 3. No more than one power strip may be utilized for each electrical outlet;
 - 4. Connecting power strips to one another or use of other outlet expansion devices is prohibited;
 - 5. Extension cord use in bedrooms and common use rooms is prohibited; and
 - 6. Lighting fixtures shall be provided in each resident bedroom and bathroom, switchable near the entry door and in other areas as required to meet task illumination;
- v. All plumbing shall meet state plumbing code requirements on the date of installation, and all plumbing fixtures shall be properly installed and in good repair.
- w. The program shall provide adequate access to telephones for private use by residents. The program shall not limit the hours of availability for phone use. A program may establish guidelines for fair and equal use of a shared telephone. Each resident or resident's representative shall be responsible for payment of long distance phone bills where the calls were initiated by the resident, unless other mutually agreed arrangement have been made.

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- x. Smoking and vaping are not allowed within the Home including the grounds.

J. Individually-Based Limitations

- a. When the program qualities of the Home create a threat to the health and safety of a resident or others, a provider may seek to apply an individually-based limitation. The program qualities subject to a potential individually-based limitation include the resident's right to:
- i. The freedom and support to access food at any time;
 - ii. Have visitors of the residents choosing at any time;
 - iii. Have a bedroom entrance that is lockable by the resident with only appropriate staff having access;
 - iv. Choose a roommate when sharing a bedroom;
 - v. Furnish and decorate the resident's bedroom as agreed to in the Residency Agreement;
 - vi. The freedom and support to control the residents schedule and activities; and
 - vii. Privacy in the resident's bedroom.
- b. A provider may apply an individually-based limitation only if:
- i. The program quality threatens the health or safety of the resident or others;
 - ii. The individual-based limitation is supported by a specifically-assessed need;
 - iii. The resident or representative consents;
 - iv. The limitation is directly proportionate to the specifically-assessed need; and
 - v. The individually-based limitation will not cause harm to the resident.
- c. The provider shall demonstrate and document that the individually-based limitation meets the requirements of Section (J)(b) above and measures described below in the person- centered service plan. The person-centered service plan must reflect the services and supports that are important for the individual to meet the needs identified through the assessment o functional need, as well as what is important to the individual with regard to preferences for the delivery of such services and support. The provider shall submit and sign a program-created form that includes the following:
- i. The specific and individualized assessed need justifying the individually-based limitation;
 - ii. The positive interventions and supports used prior to consideration of any individually-based limitation;
 - iii. Documentation that the provider or other entities have tried other less intrusive methods, but those methods did not work;
 - iv. A clear description of the limitation that is directly proportionate to the specific assessed need;
 - v. Regular collection and review of data to measure the ongoing effectiveness of the individually-based limitation;
 - vi. Established time limits for periodic review of the individually-based limitation to determine if the limitation should be terminated or remains necessary;
 - vii. The informed consent of the resident or representative including any discrepancy between the wishes of the resident and the consent of the legal representative; and
 - viii. An assurance that the interventions and support do not cause harm to the resident; and
 - ix. The provider shall maintain a copy of the completed and signed form documenting the consent to the individually-based limitation described in these standards.

K. Safety

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- a. The provider shall train all program staff in safety procedures prior to beginning their first regular shift. Every resident must be trained in resident safety procedures as soon as possible within the first 72 hours of residency.
 - b. Residents and staff may not have a weapon of any kind on the premises of the Home.
 - c. The program shall develop and implement a written procedure and disaster plan. The plan shall cover such emergencies and disasters as fires, explosions, missing persons, accidents, earthquakes, pandemics, and floods. The program shall post the plan in Spanish and English by the phone and be immediately available to the program administrator and program staff. The plan shall specify where staff and residents will reside if the setting becomes uninhabitable. The program shall update the plan and shall include:
 - i. Emergency instructions for employees;
 - ii. The telephone numbers of the local fire department, police department, the poison control center, the administrator, the administrator's designee, and other persons to be contacted in emergencies; and
 - iii. Instructions for the evacuation of residents and employees.
 - d. The program shall ensure every resident shall participate in unannounced evacuation drills at least two times a year:
 - i. Drills shall be scheduled at different times of day and on different days of the week with different locations designated as the origin of the fire for drill purposes;
 - ii. Any resident having trouble evacuating shall be provided with special assistance and a notation made in the resident service record; and
 - iii. Written evacuation records shall be maintained for at least three years. They shall include documentation made at the time of the drill specifying the date and time of the drill, the location designated as the origin of the fire for drill purposes, the names of all residents and staff present, the amount of time required to evacuate, notes of any difficulties experienced, and the signature of the staff person conducting the drill.
 - e. All stairways, halls, doorways, passageways, and exits from rooms and from the building shall be unobstructed.
 - f. The program shall provide and maintain one or more 2A10BC fire extinguishers on each floor;
 - g. There shall be smoke alarms in each bedroom and common spaces excluding the kitchen. Tests shall be performed annually to ensure the alarms are in good working order.
 - h. First aid supplies shall be readily accessible to staff. All supplies shall be properly labeled.
 - i. Portable heaters are recognized as a safety hazard and may not be used.
- L. Sanitation**
- a. All floors, walls, ceilings, windows, furniture, and equipment shall be kept in good repair, clean, sanitary, neat, and orderly.
 - b. Each bathtub, shower, lavatory, and toilet shall be kept clean, in good repair, and regularly sanitized.
 - c. All necessary measures shall be taken to prevent rodents and insects from entering the setting. The provider shall take appropriate action to eliminate rodents or insects.
 - d. The grounds of the Home shall be kept orderly and reasonably free of litter, unused

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

articles and trash.

- e. Program staff shall employ universal precautions whereby all human blood and certain body fluids are treated as if known to be infected with blood-borne pathogens.
- f. If pets or other household animals reside at the Home, sanitation practices shall be implemented to prevent health hazards:
 - i. Animals shall be vaccinated in accordance with the recommendations of a licensed veterinarian. Documentation of vaccinations shall be maintained on the premises; and
 - ii. Animals not confined in enclosures shall be under control and maintained in a manner that does not adversely impact residents or others.

M. Non-Discrimination

- a. The provider shall have written policies and procedures to ensure non-discrimination in the provision of admission and services based on race, color, sex, except as may be limited by room arrangement due to gender, sexual orientation, religion, creed, national origin, age, familial status, marital status, source of income, or disability in addition to the mental health disorder.

N. Resident's Right to Compensation for Work

- a. The provider shall ensure residents are paid in accordance with CFR Part 529 of the Federal Wage and Hours Regulations for all work performed that is of consequential economic benefit to the Home except:
 - i. Personal housekeeping tasks related directly to the resident's personal space and possessions; and
 - ii. Shared responsibilities for regular household chores among a small group of residents.

O. Admission to the Home

- a. Prior to accepting a resident for admission to the program, the program administrator shall determine the resident meets admission criteria including the following:
 - i. The provider shall offer each resident referred for placement at the Home the opportunity to participate in a screening interview prior to being accepted or denied placement at a Home. The screening is intended to provide information about the program and the services available as well as obtain information from the prospective resident, a relative, and agencies currently providing services to the resident sufficient to determine eligibility for admission and service needs.
 - ii. The provider shall receive screening packets for each resident referred to the Home. At a minimum, packets shall include:
 - 1. Background information including mental health assessment, description of previous living arrangements, service history, behavioral issues, and service needs;
 - 2. Medical information including a brief history of any health conditions, documentation from a Licensed Medical Professional (LMP) or other qualified health care professional of the resident's current physical condition, and a written record of any current or recommended medications, treatments, dietary specifications, and aids to physical functioning;
 - 3. Copies of documents or other documentation relating to guardianship, conservatorship, commitment status, advance directives, or any other legal

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- restrictions;
- 4. A copy of the prospective resident's most recent mental health treatment plan; and
- 5. Documentation of any other concerns about potential safety risks.
- iii. The provider shall ensure screenings are conducted at the prospective Home unless the resident or representative requests a phone screening or screening at the resident's location.
- iv. The provider shall contact the referring agency to schedule a screening appointment within 48 hours of receipt of the referral packet;
- v. The provider shall coordinate with the referring agency to schedule a screening appointment to occur within 14 calendar days from the date of receipt of the referral packet;
- vi. The provider shall provide the following to each resident referred to the Home:
 - 1. Materials explaining the conditions of residency;
 - 2. Services available to residents residing in the program; and
 - 3. An opportunity to meet with a prospective roommate if the program uses a shared room model.
- vii. The screening meeting shall include the program administrator, the prospective resident, and the resident's representative if applicable. With the prospective resident's consent, the meeting may also include family members, other representatives as appropriate, representatives of relevant service-providing agencies, and others with an interest in the resident's admission.
- b. Prior to admission, the provider shall evaluate and determine whether a prospective resident is eligible for admission based on the following criteria. The resident shall:
 - i. Be assessed to have a mental health disorder;
 - ii. Be at least 18 years of age;
 - iii. Not require continuous nursing care unless a reasonable plan to provide the care exists and HHSC approves the placement;
 - iv. Have evacuation capability;
 - v. Meet additional criteria required or approved by HHSC through contractual agreement or condition of approval.
- c. The provider may deny a resident admission to its program for the following reasons:
 - i. Failure to meet admission criteria established by these standards
 - ii. Inability to pay for services due to lack of presumed Medicaid eligibility or other funds;
 - iii. Documented instances of behaviors within the last 30 calendar days that would pose a reasonable and significant risk to health, safety, and well-being of the resident or another resident, if the resident is admitted;
 - iv. Lack of availability of necessary services required to maintain the health and safety of the resident (no nursing, etc.) or lack of an opening at the setting;
 - v. The resident declines the offer for screening;
 - vi. Any violent criminal behavior in the past seven years; or
 - vii. The resident is unable to evacuate from the Home even with assistance
- d. The provider may not deny a resident admission to its program as prior to offering a face-to-face screening or other screening process as allowed by these standards;
- e. The provider's admission decision shall be made as follows:
 - i. The program's decision shall be based on review of the screening materials, information gathered during the face-to-face screening meeting, and evaluation of

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- the admission criteria;
- ii. The program shall inform the prospective resident and the resident's representative, if applicable, of the admission decisions within 72 hours of the screening meeting;
 - iii. When the program denies admission, the program shall inform the applicant, the resident's representative if applicable, and the referring entity in writing of the basis for the decision and the resident's right to appeal the decision;
 - iv. When the program approves admission, the program shall inform the applicant, the resident's representative, and the referring entity through an acceptance notification in writing that shall include the estimated date of admission.
- f. Upon admission, the program administrator shall provide and document an orientation to each new resident that includes but is not limited to the following:
- i. A complete tour of the Home;
 - ii. Introductions to other residents and program staff;
 - iii. Discussion of house rules;
 - iv. Explanation of the laundry and food service schedule and policies;
 - v. Review of the resident's rights;
 - vi. Review of grievance procedures;
 - vii. Completion of lease or residency agreement;
 - viii. Discussion of the conditions under which residency would be terminated;
 - ix. General description of available services and activities;
 - x. Review and explanation of advance directives. If the resident does not have any advance directives, the program shall provide an opportunity to complete advanced directives;
 - xi. Review of emergency evacuation procedures;
 - xii. Review of the person-centered service plan planning process; and
 - xiii. Review of the process for imposing individually-based limitations to the resident.

P. Residency Agreement

- a. The provider shall enter into a written lease or residency agreement with each resident or representative prior to or at the time of admission.
- b. The provider shall provide a copy of the signed agreement to the resident or representative, and the provider shall retain the original signed agreement in the resident's service record;
- c. The provider shall give written notice to a resident or representative and HHSC at least 30 calendar days prior to any general rate increases, additions, or other modifications of the rates;
- d. The provider shall update the lease or residency agreements at least annually and when social security rates change, or a resident's finances change such that the amount paid for room and board changes; and
- e. The residency agreement shall include, but is not limited to, the following:
 - i. The room and board rate describing the estimated public and private pay portions of the rate:
 1. When a resident's social security or other funding is not active at the time of admission to the program, the program shall prepare the room and board agreement based upon the estimated benefit to be received by the resident; and
 2. If, when funding is later activated, actual income of the resident varies from the estimated income noted on the residency agreement, the agreement shall be updated and resigned by all the applicable parties.

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- ii. Services and supports provided in exchange for payment of the room and board rate;
- iii. Conditions under which the program may change the rates;
- iv. The provider's refund policy in instances of a resident's hospitalization, death, transfer to a nursing facility or other care facility, and voluntary or involuntary move from the program;
- v. A statement indicating that the resident is not liable for damages considered normal wear and tear;
- vi. The potential reasons for involuntary termination of residency in compliance with this standard and resident's rights regarding the eviction and appeal process described in these standards.
- vii. Any policies the program may have on the presence and use of alcohol, cannabis, and illegal drugs of abuse;
- viii. Policy prohibiting use of tobacco products, smoking, and vaping;
- ix. Policy addressing pet and service animals. The program may not restrict animals that provide assistance or perform tasks for the benefit of a person with a disability. These animals are often referred to as services animals, assistance animals, support animals, therapy animals, companion animals, or emotional support animals;
- x. Any house rules or social covenants required by the program that may be included in the document or as an addendum;
- xi. A statement informing the resident of the right to the following:
 - 1. Live under a lease or legally enforceable agreement with protections substantially equivalent to landlord-tenant laws;
 - 2. The freedom and support to access food at any time;
 - 3. To have visitors of the residents choosing at any time unless social distancing is required by the Centers for Disease Control;
 - 4. Have a lockable door in the resident's bedroom that may be locked by the resident;
 - 5. Choose a roommate when sharing a bedroom;
 - 6. Furnish and decorate the resident's bedroom according to the residency agreement;
 - 7. The freedom and support to control the resident's schedule and activities; and
 - 8. Privacy in the resident's bedroom.
- f. The provider may not enter into a residency agreement that:
 - i. Charges application fees, refundable or non-refundable deposits;
 - ii. Includes any illegal or unenforceable provisions or ask or require a resident to waive any of the resident's rights or the provider's liability for negligence; or
 - iii. Conflicts with resident rights or these standards.

Q. Health Services

- a. The program administrator shall ensure that all residents are offered medical attention when needed. The provider shall arrange for health services with the informed consent of the resident or the resident's representative. The program shall arrange for physicians to be available in the event the resident's regular physician is unavailable. The provider shall identify a hospital emergency room that may be used in case of emergency.
- b. The program shall ensure that each resident has a primary physician who is responsible for monitoring the residents' health care. Regular health examinations shall be done in accordance with the recommendations of the primary health care professional but not less than once every three years. Newly admitted residents shall have a health

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

examination completed within one year prior to admission or within three months after admission. Documentation of findings from each examination shall be placed in the resident's service record.

- c. The program shall ensure that each resident is linked to dental care within the community.
- d. A written order signed by a physician is required for any medical treatment, special diet for health reasons, aid to physical functioning, or limitation of activity.
- e. A written order signed by a physician is required for all medications administered or supervised by program staff. Medications may not be used for the convenience of staff or as a substitute for programming. Medications may not be withheld or used as reinforcement or punishment or in quantities that are excessive in relation to the amount needed to attain the resident's best possible functioning:
- f. Self-medication shall be a goal for all residents in the Home.
 - i. Medications shall be self-administered by the resident if the resident demonstrates the ability to self-administer medications in a safe and reliable manner. In the case of self-administration, both the written orders of the prescriber and the resident's service plan shall document that medications shall be self-administered. The self-administration of medications may be supervised by program staff who may prompt the resident to administer the medication and observe the fact of administration and dosage taken. When supervision occurs, program staff shall enter information in the resident's record;
 - ii. Program staff who assist with administration of medication shall be trained by a Licensed Medical Professional (LMP) on the use and effects of commonly used medications;
 - iii. Medications prescribed for one resident may not be administered to or self-administered by another resident;
 - iv. The program shall develop and implement a policy and procedure that ensures all orders for prescription drugs are reviewed by an LMP, as specified by a physician, at least every six months. When this review identifies a contra-indication or other concern, the resident's primary physician or LMP shall be immediately notified. Each resident receiving psychotropic medications shall be evaluated at least every three months by the LMP prescribing the medication, who shall note for the resident's record the results of the evaluation and any changes in the type and dosage of medication, the condition for which it is prescribed, when and how the medication is to be administered, common side effects, including any signs of tardive dyskinesia, contraindications or possible allergic reactions, and what to do in case of a missed dose or other dosing error;
 - v. The provider shall have policies and procedures regarding the disposal of all unused, discontinued, outdated, or recalled medications and any medication containers with worn, illegible or missing labels. The provider shall dispose of medications in a safe method consistent with any applicable federal statutes and designed to prevent diversion of these substances to persons for whom they were not prescribed. For any medication classified as a controlled substance in schedules 1 through 5 of the Federal Controlled Substance Act, the disposal shall be witnessed by a second staff person who documents their observation by signing the disposal record;
 - vi. The provider shall properly and securely store all medications in a locked space for medications only in accordance with the instructions provided by the prescriber or pharmacy. Medications for all residents shall be labeled. Medications requiring

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

refrigeration shall be stored in an enclosed, locked container within the refrigerator.

The provider shall ensure that residents have access to a locked, secure storage space for their self-administered medications. The program shall note in its written policy and procedures which persons have access to this locked storage and under what conditions;

- vii. For all residents taking prescribed medication, the provider shall record in the medical record each type, date, time, and dose of medication provided. All effects, adverse reactions, and medication errors shall be documented in the resident's service record. All errors, adverse reactions, or refusals of medication shall be reported to the prescribing LMP within 48 hours;
- g. Nursing tasks may be delegated by a registered nurse to a direct care staff within the limitations of their classification and only in accordance with the Texas Board of Nursing TAC Section 224.8.

R. Termination of Residency

- a. Each provider's termination policy and procedure shall promote a fair and efficient termination process. The program administrator shall be responsible for initiating and coordinating termination proceedings. The provider shall make reasonable efforts to prevent unnecessary terminations by making reasonable accommodations within the Home.
- b. A resident or guardian may terminate residency in a Home upon providing at least 30-days' notice. Upon agreement between the administrator and the resident or guardian, less than 30 days' notice may be provided.
- c. If a resident's behavior poses a serious and immediate threat to the health or safety of others in or near the Home, the program administrator, after providing 24 hours written notice to the resident or representative specifying the causes, may immediately terminate the residency. The notice shall specify the resident's right to appeal the emergency termination decision as stated in these standards. This information should be included in the Residency Agreement.
- d. When other circumstances arise providing grounds for termination of residency under this section, the program administrator shall discuss these grounds with the resident, or representative, and with the resident's permission, other residents with an interest in the resident's circumstances. If a decision is made to terminate residency, the program administrator shall provide at least 30 days' advance written notice specifying the causes to the resident or representative. This notice shall also specify the resident's right to appeal the termination decision. Upon agreement between the program administrator and the resident or resident's representative, termination may occur with less than 30 days' notice. The program shall make reasonable efforts to establish a reasonable termination date in consideration of both the Home's needs and the resident's need to find alternative living arrangements. Grounds for termination include the following:
 - i. The resident no longer needs, or desires services provided by the program and expresses a desire to move to an alternative housing placement;
 - ii. The resident is assessed by a LMP or other qualified health professional to require services such as continuous nursing care or extended hospitalization that are not available or cannot be reasonably arranged in the Home;
 - iii. The resident's behavior is continuously and significantly disruptive or poses a threat to the health or safety of self or others, and these behavioral concerns cannot be adequately addressed with services available at the Home or services that can be

ATTACHMENT A-1 SUPERVISED LIVING GROUP HOME STANDARDS

- arranged outside of the Home;
- iv. The resident cannot safely evacuate the Home; and
 - v. Nonpayment of program fees in accordance with the Home's fee policy; and
 - vi. The resident continuously and knowingly violates house rules resulting in significant disturbance of others.
- e. Except in the case of emergency terminations, a pre-termination meeting shall be held with the resident, the resident's representative, and with the resident's permission, others interested in the resident's circumstances. The purpose of the meeting is to plan any arrangements necessitated by the termination decision. The meeting shall be scheduled to occur at least two weeks prior to the termination date. In the event a pre-termination meeting is not held, the reason shall be documented in the resident service record.
 - f. Documentation of discussions and meetings held concerning termination of residency and copies of notices shall be maintained in the resident service.
 - g. At the time of termination of residency, the resident shall be given a statement of account, any balance of funds held by the program, and all property held in trust or custody by the program as in the following:
 - i. In the event of pending charges, the program may withhold the amount of funds anticipated to cover the pending charges. Within 30 days after residency is terminated or as soon as pending charges are confirmed, the program shall provide the resident with a final financial statement along with any funds due to the resident; and
 - ii. In the case of a resident's property being left at the setting for longer than seven days after termination of residency, the program shall make a reasonable attempt to contact the resident or representative. The program shall allow the resident or representative at least 15 days to decide concerning the property. If the program determines that the resident has abandoned the property, the program may then dispose of the property. If the property is sold, proceeds of the sale minus the amount of any expenses incurred and any amounts owed the program by or on behalf of the resident shall be forwarded to the resident or representative.
 - h. If a resident moves out of the setting without providing notice or is absent without notice for more than seven consecutive days, the provider may terminate residency after seven consecutive days of the resident's absence. The provider shall try to contact the resident or representative and others interested in the resident's circumstances to confirm the resident's intent to discontinue residency. The provider shall have policies and procedures regarding the disposal of the resident's belongings.

S. Resident Grievances and Appeals

- a. The provider shall develop and implement written policies and procedures concerning the grievance and appeal process. A copy of the grievance and appeal process shall be posted in a place readily accessible to residents. A copy of the grievance and appeal process shall be provided to each resident at the time of admission to the program.
- b. A provider's process for grievances shall, at a minimum, include the following:
 - i. Residents shall be encouraged to informally resolve complaints through discussion with program staff; and
 - ii. If the resident is not satisfied with the informal process or does not wish to use it, the resident may proceed as follows:
 - 1. The resident may submit a complaint in writing to the program administrator. The resident may receive assistance in submitting the complaint from any

ATTACHMENT A-1

SUPERVISED LIVING GROUP HOME STANDARDS

- person whom the resident chooses. If requested by the resident, program staff shall be available to assist the resident;
2. The written complaint shall go directly to the program administrator without being read by other program staff unless the resident requests or permits other program staff to read the complaint;
 3. The complaint shall include the reasons for the grievance and the proposed resolutions. No complaint shall be disregarded because it is incomplete;
 4. Within five days of receipt of the complaint, the program administrator shall meet with the resident to discuss the complaint. The resident may have an advocate or other person of their choosing present for this discussion; and
 5. Within five days of meeting with the resident, the program administrator shall provide a written decision to the resident. As part of the written decision, the program administrator shall provide information about the appeal process.
- c. A resident, a resident's LAR, HHSC or other HHSC-approved party, and an applicant shall have the right to appeal admission, termination, and grievance decisions as follows:
- i. If the resident/applicant is not satisfied with the decision, the resident/applicant may file an appeal in writing within ten days of the date of the program administrator's decision to the complaint or notification of admission denial or termination; and
 - ii. The appeal shall be submitted to the local mental health authority (LMHA) director or designee in the county where the Home is located:
 1. The resident may receive assistance in submitting the appeal. If requested by the resident, program staff shall be available to assist the resident;
 2. The LMHA director or designee shall provide a written decision within ten days of receiving the appeal; and
 3. If the resident is not satisfied with the LMHA's director's decision, the resident may file a second appeal in writing within ten days of the date of the LMHA director's written decision to the director at HHSC. The decision of the HHSC director shall be final.
- T. Waiver of Standards**
- a. Where the development of a Home is severely limited by these standards, a waiver may be granted for a section for 6 months and may be renewed three times. Waivers will be applied only in areas where the need for the services and the attempts to meet these standards are adequately documented. Waivers are granted by HHSC only in exceptional circumstances. The request cannot represent a danger to the health, safety, or well-being of the resident and must comply with the intent of the provision to be waived.

ATTACHMENT A STATEMENT OF WORK

SECTION I. OVERVIEW

The Hospital Transition Pilot Program (“Pilot”) is designed to step-down or transition individuals who are psychiatrically and/or medically fragile from inpatient state hospital settings to more appropriate community-based settings. Funding allocated and paid under this Contract shall be used to identify, assess, facilitate step-down/transition, house, and provide services and supports to maintain community integration. This Pilot aligns with the Substance Abuse and Mental Health Services Agency (SAMHSA) Strategic Plan FY2019-FY2023 objective to “identify and promote evidence-based practices with the goal of reducing the incidence and duration of psychiatric hospitalization, homelessness, incarcerations, and criminal justice system interactions.”

SECTION II. PERFORMING AGENCY RESPONSIBILITIES

- A. Pilot program enrollment is limited to one year and may only be extended beyond one year as recommended by the Intensive Transition Team (ITT) and approved by HHSC.
- B. Pilot programs shall accept referrals for individuals whose designated county of residence is outside of Grantee’s local service area.
- C. Pilot program participants shall:
 - 1. Be age 18 years of age or older;
 - 2. Have a history of serious mental illness;
 - 3. Have a history of multiple hospitalizations or long-term care;
 - 4. Not be a danger to himself/herself, others, or property;
 - 5. Voluntarily consent to the housing option. If the individual has a guardian, then guardian must consent to the housing option;
 - 6. Voluntarily consent to engage in intensive services with the Local Mental Health Authority (LMHA)/Local Behavioral Health Authority (LBHA); and
 - 7. Have ITT and HHSC approval prior to the individual’s placement.
- D. Prior to enrollment in the Pilot program, participants must receive a comprehensive assessment that includes, but is not limited to, the following:
 - 1. Financial and benefit eligibility assessment;
 - 2. Uniform Assessment, including the Adult Needs and Strengths Assessment (ANSA) and Community Data, and, at minimum, every 180- calendar days after initial assessment;
 - 3. The Quality of Life Scale (QOLS), and, at minimum, every 180- calendar days thereafter;
 - 4. The Social and Occupational Functioning Scale (SOFS), and, at minimum, every 180- calendar days thereafter; and
 - 5. Diagnostic profile that includes all applicable diagnoses (e.g., psychiatric, substance use, physical conditions, and intellectual or developmental disabilities).
- E. Pilot programs shall use an ITT to plan for and complete the step-down/transition process. The ITT shall include, as applicable or determined necessary based on clinical presentation and client preference, state hospital staff, LMHA/LBHA continuity of care staff, Medicaid Managed Care Organization staff, a peer support specialist, a substance use counselor, the

ATTACHMENT A STATEMENT OF WORK

participant, and the participant's family or legally authorized representative.

The ITT shall:

1. Provide pre-transition services while the individual is still in the state hospital for up to six months;
 2. Develop and facilitate implementation of the Individual Transition Plan (ITP), which must address clinical and housing needs; and
 3. Participate in the individual's care throughout enrollment in the Pilot program;
- F. Pilot programs shall include delivery of intensive services, which are defined as levels of care 3, 4, or Early Onset per the Texas Resiliency and Recovery Utilization Management Guidelines. The Texas Resiliency and Recovery Utilization Management Guidelines – Adult Services are incorporated by reference and can be found at <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/utilization-management-guidelines-manual>
- G. In addition to delivery of intensive services, Pilot programs may also provide:
1. Cognitive Adaptation Training;
 2. Peer support;
 3. Pre-Transition services that include opportunities for participants to become familiar with the living environment they have chosen while maintaining their bed at the state hospital;
 4. Substance Use Disorder services;
 5. Housing and benefits support that facilitates access to federal, state, or other programs/subsidies that promote long-term community integration. An example is the Project Access Program, which utilizes Section 8 Housing Choice Vouchers to assist low-income persons with disabilities in transitioning from institutions into the community by providing access to affordable housing; and
 6. Medical care planning that includes, but is not limited to, a medication self-administration assessment, a plan to address any physical health issues, identifying access to general healthcare care providers, and establishing a payment plan for general healthcare medications.
- H. Pilot programs shall facilitate transition to only the housing option, including any limitations, outlined below:
1. Pilot programs shall transition individuals to Supervised Living Group homes, which are defined in **Attachment A-1, Supervised Living Group Home Standards**. Supervised Living Group Home services shall comply with all requirements outlined in **Attachment A-1, Supervised Living Group Home Standards**.
- I. Pilot programs shall participate in coordination and technical assistance activities as requested and scheduled by the HHSC Subject Matter Expert.
- J. To ensure Grantee stays informed and continues receiving updated information, Grantee shall assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

ATTACHMENT A STATEMENT OF WORK

SECTION III. PERFORMANCE MEASURES

The following requirements will be used to assess Grantee's effectiveness in providing the services described herein. Grantee shall submit the following reports with client-level data:

- A. Grantee shall electronically submit to HHSC a quarterly Pilot report on or before December 30th, March 30th, June 30th, and September 30th of each state fiscal year, which runs from September 1st through August 31st. The quarterly Pilot report shall include:
1. A state fiscal year to date unduplicated list of individuals transitioned by housing type (i.e., supervised living group home or affordable housing);
 2. A state fiscal year to date unduplicated list of individuals readmitted to inpatient care, the number of readmissions by participant, and the number of days spent in inpatient care per readmission;
 3. The state fiscal year to date cost for each participant that includes, the following selected items of cost:
 - a. Rent;
 - b. Utilities and Maintenance;
 - c. Medical;
 - d. Dental;
 - e. Prescriptions;
 - f. Transition Assistance;
 - g. Food;
 - h. Furnishings; and
 - i. Transportation.
 4. The state fiscal year to date unduplicated list of individuals obtaining income, the date obtained by participant, and the amount and type of income obtained by participant;
 5. The state fiscal year to date unduplicated list of individuals obtaining employment, and the date of employment by participant; and
 6. The state fiscal year to date unduplicated list of individuals obtaining Medicaid eligibility, and the Medicaid eligibility date by participant.
- B. Unless otherwise specified in this Statement of Work or by the HHSC Contract Manager, all reports, documentation, and other information required of the Grantee, or requested by HHSC, shall be submitted electronically to mhcontracts@hhsc.state.tx.us, as well as to the assigned HHSC Contract Manager and HHSC Subject Matter Expert. If HHSC determines the Grantee needs to submit documentation or other information by mail or fax, Grantee shall send the required information using one of the following addresses:

U.S. Postal Mail

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

Overnight Mail

Health & Human Services Commission
Mental Health Contracts Management Unit (Mail Code 2058)

ATTACHMENT A STATEMENT OF WORK

909 West 45th Street, Bldg. 552
Austin, TX 78751
Fax: (512) 206-5307

SECTION IV. BILLING INSTRUCTIONS:

- A. Grantee shall request reimbursement from HHSC on a monthly basis by submitting the State of Texas Purchase Voucher (“**Form 4116**”), which is incorporated by reference and can be downloaded at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher>. Form 4116 must include:
1. Name, address, and telephone number of Grantee;
 2. HHSC Contract Number and/or Purchase Order Number;
 3. Identification of service(s) provided;
 4. Dates services/deliverables were delivered;
 5. Name of the person performing the activities;
 6. Total invoice amount; and
 7. Supporting Documentation: A copy of Grantee’s General Ledger documenting expenditure of funds.
- B. Grantee shall submit invoices and supporting documentation listed above to the Claims Processing Unit at HHSC_AP@hhsc.state.tx.us, with a copy to MHContracts@hhsc.state.tx.us and the assigned HHSC Contract Manager.

ATTACHMENT B

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



TEXAS

Health and Human Services

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

TABLE OF CONTENTS

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE 13

7.1 Books and Records 13

7.2 Access to Records, Books, and Documents 13

7.3 Response/Compliance with Audit or Inspection Findings 13

7.4 SAO Audit 14

7.5 Confidentiality 14

ARTICLE VIII. CONTRACT MANAGEMENT AND EARLY TERMINATION 14

8.1 Contract Remedies 14

8.2 Termination for Convenience 14

8.3 Termination for Cause 14

ARTICLE IX. MISCELLANEOUS PROVISIONS 15

9.1 Amendment 15

9.2 Insurance 15

9.3 Legal Obligations 15

9.4 Permitting and Licensure 16

9.5 Indemnity 16

9.6 Assignments 16

9.7 Independent Contractor 17

9.8 Technical Guidance Letters 17

9.9 Dispute Resolution 17

9.10 Governing Law and Venue 17

9.11 Severability 17

9.12 Survivability 18

9.13 Force Majeure 18

9.14 No Waiver of Provisions 18

9.15 Publicity 18

9.16 Prohibition on Non-compete Restrictions 19

9.17 No Waiver of Sovereign Immunity 19

9.18 Entire Contract and Modification 19

9.19 Counterparts 19

9.20 Proper Authority 19

9.21 E-Verify Program 19

9.22 Civil Rights 19

9.23 System Agency Data 21

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRs)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
--	---	------------------------------------	-------------------------

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

B. Financial Statements

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

- i. HHS portal at: or,
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

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

- i. HHS portal at:
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

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

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

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

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

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

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

7.4 SAO AUDIT

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

7.5 CONFIDENTIALITY

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

9.3 LEGAL OBLIGATIONS

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

9.4 PERMITTING AND LICENSURE

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

9.5 INDEMNITY

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

9.6 ASSIGNMENTS

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

9.7 INDEPENDENT CONTRACTOR

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

9.8 TECHNICAL GUIDANCE LETTERS

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

9.9 DISPUTE RESOLUTION

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

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

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

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

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

9.23 SYSTEM AGENCY DATA

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

Attachment C



TEXAS
Health and Human Services

Health and Human Services (HHS)
Additional Provisions – Grant Funding
Version 1.0
Effective: February 2021

Attachment C

TABLE OF CONTENTS

1. TURNOVER PLAN..... 3

2. TURNOVER ASSISTANCE..... 3

3. DISASTER SERVICES..... 3

4. NOTICE OF A LICENSE ACTION..... 4

Attachment C

ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Grant Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Attachment C.

1. TURNOVER PLAN

System Agency, in its sole discretion, may require Grantee/Contractor to develop and submit a Turnover Plan at any time during the term of the Grant Agreement/Contract.

Grantee/Contractor must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Grant Agreement/Contract.

2. TURNOVER ASSISTANCE

Grantee/Contractor will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Grant Agreement/Contract and transfer the performance and obligations of the Grant Agreement/Contract to another Grantee/Contractor or to System Agency if necessary. Grantee/Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Grant Agreement/Contract and remains in effect until completed to the satisfaction of System Agency.

3. DISASTER SERVICES

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

- i. Community evacuation;
- ii. Health and medical assistance;
- iii. Assessment of health and medical needs;
- iv. Health surveillance;
- v. Medical care personnel;
- vi. Health and medical equipment and supplies;
- vii. Patient evacuation;
- viii. In-hospital care and hospital facility status;
- ix. Food, drug and medical device safety;
- x. Worker health and safety;
- xi. Mental health and substance abuse;
- xii. Public health information;
- xiii. Vector control and veterinary services; and
- xiv. Victim identification and mortuary services.

Attachment C

4. NOTICE OF A LICENSE ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager in writing of any action impacting Grantee/Contractor's license to provide services under this Grant Agreement/Contract within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Date of the license action; and
- iv. License or case reference number.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

HEALTH AND HUMAN SERVICES
Contract Number HHS000866900003
Attachment D 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 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), a business in this state may not require a customer 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 business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

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 certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this 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 certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. Equal Employment Opportunity

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

55. 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).

56. 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.

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

The Harris Center for Mental Health and IDD

Legal Name of Contractor

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:

Wayne Young

BFA51FAC07D242A...

Signature of Authorized Representative

Wayne Young

August 26, 2021

Date Signed

CEO

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

9401 Southwest Freeway

Physical Street Address

Mailing Address, if different

713-970-7160

Phone Number

Email Address

74-1603950

Federal Employer Identification Number

N/A

Texas Franchise Tax Number

Title of Authorized Representative

Houston, Tx 77074

City, State, Zip Code

City, State, Zip Code

Fax Number

0208005950000

DUNS Number

17416039505

Texas Payee ID No. – 11 digits

N/A

**Texas Secretary of State Filing
Number**