

**SIGNATURE DOCUMENT FOR  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS00093060002  
UNDER THE  
HEALTHY COMMUNITY COLLABORATIVE GRANT PROGRAM**

**I. PURPOSE**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**SYSTEM AGENCY**” or “**HHSC**”), and **COMAL COUNTY FAMILY VIOLENCE CENTER, INC** (“**GRANTEE**”) each a “**Party**” and collectively the “**Parties**” enter into the following grant contract to provide funding for the Healthy Community Collaborative (“**HCC**”) Grant Program (the “**Contract**”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the Texas Government Code Title 4, Subtitle I, Chapter 539, Community Collaboratives.

**III. DURATION**

The Contract is effective on September 1, 2021 and terminates on August 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion and contingent on the continued availability of funds appropriated by the Texas Legislature, may extend this Contract for any period(s) of time provided the Contract term, including all extensions and renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure the continuity of service, for purposes of transition, or otherwise determined by System Agency to serve the best interest of the State.

**IV. BUDGET**

The total value of this Contract will not exceed \$4,408,816.00. This includes the System Agency’s share of \$3,527,052.00 and Grantee’s required match amount of \$881,764.00. All expenditures under the Contract will be in accordance with the provisions outlined in **ATTACHMENT B, BUDGET AND TARGETS (VERSION 1)**.

Grantee’s acknowledged or approved Indirect Cost Rate (ICR) may be included in the cost reimbursement budget approved in accordance with **Attachment B, Budget Procedures**. If an Indirect Cost Rate Letter is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **ATTACHMENT J, INDIRECT COST RATE LETTER**.

**V. REPORTING REQUIREMENTS**

All reporting requirements under the Contract will be in accordance with the terms outlined in **ATTACHMENT A, STATEMENT OF WORK (VERSION 1)**.

## 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

Name: Health and Human Services  
Commission  
Address: P.O. Box 149347 (MC 2058)  
City and Zip: Austin, TX 78714-9347  
Contact Person: Reginah Quackenbush  
Email:  
Reginah.Quackenbush@hhs.texas.gov  
Fax number: 512-206-5307  
Agency Number: 35295295295

### Grantee

Name: Comal County Family Violence  
Center, Inc  
Address: P.O. Box 310344  
City and Zip: Austin, TX 78130-0344  
Contact Person: Stacy Hill  
E-Mail: shill@crisiscenternb.org  
Telephone: 830-620-7520  
Fax number: 830-625-2984  
Agency Number: 1742440649

## VII. LEGAL NOTICES

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

### System Agency

Health and Human Services Commission  
North Austin Complex  
4601 W. Guadalupe St., Mail Code 1100  
Austin, TX 78751  
Attention: Chief Counsel

### Grantee

Comal County Family Violence Center,  
Inc  
P.O. Box 310344  
Austin, TX 78130-0344  
Attention: Stacy Hill

## 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.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY  
CONTRACT NO. HHS000930600002**

**SYSTEM AGENCY**

**GRANTEE**

DocuSigned by:  
*Sonja Gaines*  
147CCA4134D941B...

DocuSigned by:  
*Stacy Hill*  
A8BEE72AE4D6441...

Signature  
Sonja Gaines

Signature  
Stacy Hill

SG

Executive Director

Date of Signature: August 24, 2021

Date of Signature: August 24, 2021

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000930600002 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A: STATEMENT OF WORK (VERSION 1)**
- ATTACHMENT A-1: DATA DEFINITIONS**
- ATTACHMENT A-2: PROJECT EXPENDITURE REPORT**
- ATTACHMENT A-3: STATEWIDE BEHAVIORAL HEALTH COORDINATING COUNCIL (SBHCC) REPORT**
- ATTACHMENT A-4: SECURITY ADMINISTRATOR ATTESTATION & AUTHORIZED USERS LIST**
- ATTACHMENT A-5: VENDOR OR SUB-RECIPIENT DATA SHEET**
- ATTACHMENT A-6: MATCH REIMBURSEMENT CERTIFICATION FORM**
- ATTACHMENT A-7: MEASURE UP**
- ATTACHMENT B: BUDGET AND TARGETS (VERSION 1)**
- ATTACHMENT C: UNIFORM TERMS AND CONDITIONS GRANTEE (VERSION 2.16.1)**
- ATTACHMENT D: CONTRACT AFFIRMATIONS (VERSION 1.8)**
- ATTACHMENT E: ADDITIONAL PROVISIONS – GRANT FUNDING (VERSION 1.0)**
- ATTACHMENT F: ASSURANCES AND LOBBYING CERTIFICATION**
- ATTACHMENT G: DATA USE AGREEMENT**
- ATTACHMENT H: SYSTEM AGENCY SOLICITATION NO. HHS0009306**
- ATTACHMENT I: GRANTEE’S SOLICITATION RESPONSE**
- ATTACHMENT J: INDIRECT COST RATE LETTER**

**ATTACHMENTS FOLLOW**

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

### I. PROGRAM BACKGROUND

Behavioral health services in Texas – including services for both mental health and substance use disorders (SUD) – have evolved and transformed over the past decade. Much of this transformation is due to the large investment and stewardship of the Texas Governor and Legislature to improve the behavioral health service delivery system.

Part of this investment included Senate Bill (S.B.) 58, 83rd Legislature, Regular Session, 2013, which created the Healthy Community Collaborative (HCC) Grant Program by enactment of Texas Government Code Chapter 539, aimed at providing communities with resources to serve persons experiencing homelessness with unmet behavioral health needs. The initial program awarded Grant funds to the five most populous cities: Austin, Dallas, Fort Worth, Houston, and San Antonio. S.B. 1849, 85th Legislature, Regular Session, 2017, amended Texas Government Code Chapter 539 to require the Health and Human Services Commission (HHSC) to expand HCC into less densely populated areas of the state by requiring preference be given to Community Collaboratives serving two or more counties, each with a population of less than 100,000.

House Bill (H.B.) 4468, 86th Legislature, Regular Session, 2019, further amended Texas Government Code Chapter 539 to reduce the matching requirement for HCC Grantees serving counties with populations of 250,000 or less to 25% of the state award. H.B. 3088, 87th Legislature, Regular Session 2021, provided further amendments to Government Code Chapter 539 to allow local government funds to be used for matching funds and to remove the requirement for a collaborative to be self-sustaining within seven years. Funding for the 2022-23 biennium has also been continued under HHSC Rider 53(a)(5) and (d) under the GAA (S.B. 1, 87<sup>th</sup> Legislature, Regular Session, 2021, Article II, Health and Human Services, Rider 53).

HCC is well-aligned with the Texas Statewide Behavioral Health Strategic Plan for Fiscal Years 2017-2021 and the 2019 updated Strategic Plan, which identifies a vision for behavioral health in Texas: *to ensure that all Texans have access to care at the right time and place*. The focus of a Community Collaborative shall be the eventual successful transition of persons from receiving services from the collaborative to becoming integrated into the community served by the collaborative through community relationships and family supports.” (Texas Government Code, Title 4, Subtitle I, Section 539.004(b)).

HCC services must be used for the purposes detailed under Government Code Section 539.003, as follows, for:

- (1) the development of the infrastructure of the collaborative and the start-up costs of the collaborative;
- (2) the establishment, operation, or maintenance of other community service providers in the community served by the collaborative, including intake centers, detoxification units,

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

sheltering centers for food, workforce training centers, microbusinesses, and educational centers;

(3) the provision of clothing, hygiene products, and medical services to and the arrangement of transitional and permanent residential housing for persons served by the collaborative;

(4) the provision of mental health services and substance abuse treatment not readily available in the community served by the collaborative;

(5) the provision of information, tools, and resource referrals to assist persons served by the collaborative in addressing the needs of their children; and

(6) the establishment and operation of coordinated intake processes, including triage procedures, to protect the public safety in the community served by the collaborative.

### **II. GRANTEE RESPONSIBILITIES**

#### **A. PROJECT DESIGN**

1. Grantee shall implement an HCC Program that:
  - a. Uses a collaborative approach to maximize existing community resources and avoid duplication of effort;
  - b. Is time-limited in nature and designed to address Grant funding expiration;
  - c. Enhances systems and local processes to make it easier for people to transition to, from, and between services;
  - d. Addresses barriers to ensure services are accessible to people regardless of setting or location;
  - e. Promotes improvement and recovery through coordinated housing, mental health, transitional, integrated, and/or supportive services;
  - f. Is part of a housing continuum spanning homelessness prevention, rapid rehousing, shared housing, and permanent supportive housing;
  - g. Is part of a coordinated homeless response to include diversion, quick sheltering, prioritizing the most vulnerable, and matching services with individual need;
  - h. Is trauma-informed;
  - i. Is implemented with model fidelity to an evidence-based program;
  - j. Is planned in partnership with the individual and inclusive of peers and/or family members;
  - k. Is provided in an environment that is most appropriate and based on an individual's preference;
  - l. Contractor shall follow the National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care, 2013 available at <https://thinkculturalhealth.hhs.gov/clas> (or the most current version) for all served populations, and utilize the most current version of "Texas Cultural Competence Guidelines for Behavioral Health Organizations" available under the "Guidelines and Handbooks" header : <https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities>. This

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guidance document comprises a set of requirements, implementation strategies, and additional resources to help providers/programs establish and expand culturally and linguistically appropriate services.

- m. Is tailored to an individual's unique strengths and needs; and
- n. Is holistic in integrating housing services with other services, including mental health, substance use disorder, intellectual and/or developmental disability, and physical health services.
- o. To ensure contractor stays informed and continues receiving updated information, contractor must assign one or more staff responsibility for tracking policy updates posted on HHSC's identified platform and disseminating information within the organization.

### B. COLLABORATION

- 1. Grantee shall implement the HCC program using a community collaborative approach. The focus of the community collaborative shall be the eventual successful transition of persons from receiving services from the collaborative to becoming integrated into the community served by the collaborative through community relationships and family supports ([Texas Government Code, Sec. 539.004\(b\)](#)).
- 2. Community Collaboratives shall provide evidence of significant coordination and collaboration with at least one representative from each of the following sectors:
  - a. Local elected officials, or their representatives, from each county and city within the proposed service area;
  - b. Leadership from both county and city law enforcement agencies;
  - c. Substance use treatment and recovery providers;
  - d. County and city housing partners;
  - e. Primary health care providers;
  - f. Local Mental Health Authorities/Local Behavioral Health Authorities;
  - g. Representatives from the local Homeless coalition or Continuum of Care (CoC);
  - h. Faith-based community organizations; and
  - i. Private sector employers.
- 3. Grantee shall establish policies and procedures that address any conflicts or potential conflicts that may arise among service provider agencies.

### C. SERVICES AND SUPPORTS

- 1. Evidenced-Based Practices, Training and Supervision
  - a. Grantee shall provide stage-wise, effective, evidence-based practices (EBP), including the following:
    - i. Trauma-Informed Care (Seeking Safety or other HHSC-approved EBP);
    - ii. [Motivational Interviewing](#);
    - iii. [SAMHSA Supported-Employment EBP Toolkit](#);
    - iv. [SAMHSA Permanent Supported Housing EBP Toolkit](#); and
    - v. [SAMHSA Integrated Treatment for Co-Occurring Disorders EBP Toolkit](#).
  - b. Grantee shall hire qualified staff and provide training (both initial and on-going) on EBPs.
  - c. Grantee shall require that staff providing clinical services are competent to provide evidence-based best practices.



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- d. Grantee shall provide housing services that include:
    - i. a low staff-to-resident caseload ratio (caseload sizes from 10 to 20 participants per staff member);
    - ii. the provision of on-call services twenty-four (24) hours a day, seven (7) days a week; and
    - iii. a staffing pattern that accommodates residents who work during the day and are at home during the evenings and on weekends.
  - e. Grantee shall provide both administrative and appropriate clinical supervision of staff consistent with license and credentials of the supervisor and staff.
  - f. Grantee will utilize the [Sequential Intercept Model \(SIM\)](#) to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purposes of providing services to those persons.
2. Access, Intake and Eligibility
- a. Grantee shall establish admission criteria that target individuals experiencing homelessness, substance abuse issues, or mental illness.
  - b. Grantee shall coordinate its access system to include the ability to screen and divert those persons who can be diverted from entering homeless services.
  - c. Grantee shall not, directly or by contract discriminate against any person in the delivery of services on the basis of race, color, national origin, sex, age, religion, or disability, political beliefs or sexual orientation.
  - d. Grantee shall establish policies and procedures for graduating a client from the HCC program. Communication between network providers and other persons or entities necessary to establish and maintain continuity of services shall be established prior to client graduation. Grantee shall ensure client has an appointment scheduled with a physician or designee authorized by law to prescribe needed medications, if the Continuing Care Plan, as defined in [Title 26 of the Texas Administrative Code \(TAC\) Chapter 306, Subchapter D, Mental Health Services – Admission, Continuity, and Discharge](#), indicates that the Local Mental Health Authority (LMHA) or other contracted service provider is responsible for providing or paying for psychotropic medications.
3. Collaborative Services and Activities
- a. The Grantee shall directly provide, or establish through memorandums of understanding and data use agreements with other collaborative partners, immediate access for HCC participants to the following required core services and activities:
    - i. **Coordinated Entry/Intake Centers.** The Coordinated Entry process helps communities prioritize assistance based on vulnerability and severity of needs to ensure assistance is received in a timely manner. The cost of procurement, implementation, and operation of a Homeless Management Information System (HMIS) may be allowable costs. Intake Centers shall serve as single points of entry and triage that work to successfully engage participants. At this point of contact, collaborative staff shall employ the Vulnerability Index-Service, Prioritization, Decision, Assistance Tool assessment (VI-SPDAT) or other current assessment utilized for the community's Coordinated Entry required by the U.S. Department of Housing and Urban Development. Assessment and intake processes shall avoid

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- barriers such as multiple site visits, interviews, extensive documentation, and waiting lists. Applicants are not required to have a “housing ready” status.
- ii. **Mental Health Services.** Services may include but are not limited to counseling and case management.
  - iii. **Benefit Application Assistance.** The community collaborative shall assist persons with application for Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP), and Temporary Assistance to Needy Families (TANF).
  - iv. **Substance Use Treatment Services.** The services may include, but are not limited to, detoxification units, residential treatment, and outpatient treatment.
  - v. **Jail Diversion (“Post-Arrest”) Services.** These services are “post-arrest” services that (1) identify persons who meet HCC eligibility criteria and who have been arrested and (2) divert those arrested persons from jails or other detention facilities to an entity affiliated with a community collaborative for providing them with services.
  - vi. **Transportation.** This service includes meeting the transportation needs of participants, so they can receive community collaborative services. This can include providing bus passes, transportation vouchers for a cab, or staff of a community collaborative driving participants to a service location.
- b. The Grantee shall directly provide, or establish through memorandums of understanding and data use agreements, immediate access for HCC participants to any of the following optional additional services and activities. The additional services and activities to be provided shall be negotiated and agreed upon by HHSC and Grantee prior to implementation and align with the work funded:
- i. **Community Collaborative Start-Up Costs and Infrastructure Development.** This includes but is not limited to the costs of staffing or facilities required to start a community collaborative. Costs to coordinate community collaborative functions, such as personnel and travel are also allowable. Travel expenses must be within the [GSA Travel Allowances](#).
  - ii. **Peer Services.** Peers are individuals who are homeless or who have previously been homeless and a history of mental illness or substance use disorder. Peer support services are peer-delivered services that can help participants engage in and benefit from the full array of services provided through the community collaborative, including mental health and substance use treatment, independent living skills training, recovery-oriented services, supportive housing services, and/or supported employment or job training.
  - iii. **Provision of Clothing, Grooming Services and Hygiene Products.** These are supplies and services purchased by the vendor that meet participant’s basic hygiene needs.
  - iv. **Emergency Shelter.** The primary purpose is to provide a temporary shelter for persons experiencing homelessness. The shelter does not require occupants to sign leases or occupancy agreements.
  - v. **Shelter Diversion.** These services provide rapid assessment and triaging of individuals presenting to the Coordinated Entry system. Individuals are diverted from entry into the emergency shelter system using community



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- resources, formal, or informal support.
- vi. **Criminal Justice Services.** These services address the successful reintegration of individuals recently released from jails or prison into their community. These services include reentry programs with a continuum of housing and employment services to support the individual and groups that help prevent recidivism.
  - vii. **Mental Health Crisis Services and HHSC-Funded Psychiatric Beds.** These services include access to crisis respite, crisis residential, crisis stabilization units, crisis services from the mobile crisis outreach team, state hospital beds, and private psychiatric hospital beds. It may also include, if clinically indicated, connecting participants to services and transportation to inpatient psychiatric facilities.
  - viii. **Integrated Medical Services.** These services promote providing an array of primary, chronic, and urgent medical care services. This may include establishing an integrated clinic or co-located facility where the provision of medical and behavioral health services occur in the same place.
  - ix. **Housing Case Management Services.** These are services that span a continuum. To help a participant find and maintain housing, landlord outreach and housing placement is included.
  - x. **Rental Assistance.** This is financial assistance to directly pay for a participant's rent and/or utilities to secure and maintain housing. It may be used for temporary housing, sober housing, and bridging to community-based supportive housing. Provision of housing or housing services is not contingent on participating in other services.
  - xi. **Minor Home Renovation.** This activity supports people living in Worst-case-needs housing and in imminent risk of homelessness. Minor home renovation brings the housing up to minimum [HUD habitability standards](#) for permanent housing.
  - xii. **Education, Job Training and/or Employment Services.** The services shall include, but not be limited to, general education and job training in the form of educational centers to provide adult literacy, General Equivalency Diploma (GED) services and workforce training (not full supported employment); supported employment services that encourage participation in the workforce and actively assist participants' access to and continuity of services with workforce training centers; and community-based supported employment services.
  - xiii. **Family Services.** Services may include but are not limited to case management, psychoeducational groups and other support services for a family experiencing homelessness to link, retain and support in care.
4. Rules
- a. Grantee shall comply with the rules set forth in this section and require the same of its vendors and subrecipient contractors. For individuals who do not meet the eligibility criteria for the HCC program, providers shall comply with the existing Health and Human Services Commission (HHSC) rules and regulations in existing HHSC contracts. Additionally, any entities with whom Grantee has entered into a written vendor and/or subrecipient contract shall have

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- documentation of compliance from the applicable regulatory agencies that establish and maintain client rights and benefits of individuals who participate in their program or are offered service.
- b. Mental health service providers shall comply with standards for mental health providers contained in the Texas Administrative Code (TAC) including the following Chapters and/or Subchapters:
    - i. [Title 25, Chapter 404, Subchapter E, Rights of Persons Receiving Mental Health Services](#);
    - ii. [Title 26, Chapter 301, Subchapter G, Mental Health Community Services Standards](#);
    - iii. [Title 25, Chapter 415, Subchapter F, Interventions in Mental Health Programs](#) (use of seclusion is prohibited in any residential facility in accordance with Title 26, Chapter 301, Subchapter G); and
    - iv. [Title 26, Chapter 306, Subchapter F, Mental Health Rehabilitative Services](#).
  - c. Substance use treatment providers shall comply with standards for substance use treatment providers contained in the Texas Administrative Code (TAC) including the following Chapters:
    - i. [Title 25, Chapter 441, General Provisions](#);
    - ii. [Title 25, Chapter 229, Subchapter Q, License/Permit Applications](#)
    - iii. [Title 25, Chapter 448, Subchapter I, Treatment Program Services](#); and
    - iv. [Title 25, Chapter 229, Subchapter J, Minimum Standards for Narcotic Treatment Programs](#).
  - d. Housing providers shall maintain compliance with the following federal housing laws:
    - i. [The Fair Housing Act](#);
    - ii. [Fair Housing Act Non-Discrimination and Accessibility for Persons with Disabilities](#);
    - iii. [Section 504 of the Rehabilitation Act of 1973](#);
    - iv. [Title VI of the Civil Rights Act of 1964](#);
    - v. [Americans with Disabilities Act \(ADA\)](#);
    - vi. [Age Discrimination Act of 1975](#); and
    - vii. Local landlord tenant law in Grantee's jurisdiction.
  - e. Grantee shall maintain compliance with the applicable State of Texas licensing standards and require the same of its vendor and subrecipient contracts. Grantee shall enter into a vendor and subrecipient contract with all collaborative service providers that govern the operations, licensing and documentation of compliance with the vendors and subrecipient contractors' regulatory agencies' requirements. In addition to complying with all existing HHSC rules and regulations and the terms of this Contract, LMHA mental health service providers and substance use treatment providers shall also comply with the terms and conditions of their current HHSC Contract.
    - i. Non-LMHA mental health service providers that are providing crisis respite, residential, 48-hour observation or any other crisis facility shall adhere to the licensing and documentation of compliance of the corresponding regulatory agencies' requirements.
    - ii. Non-HHSC-funded substance use treatment providers that are providing

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detoxification services, residential substance use treatment, outpatient substance use treatment services, and methadone maintenance services shall comply with: [TAC 448, Subchapter I: Treatment Program Services for detoxification services, residential services, and outpatient treatment programs](#); and/or [TAC 229, Subchapter J: Minimum Standards for Narcotic Treatment Programs](#).

### D. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS)

1. Grantee shall ensure that it has appropriate internet access and that computers are capable to use the HHSC Clinical Management for Behavioral Health Services (CMBHS) system. If Grantee purchases equipment with HHSC funds, the equipment shall be inventoried, maintained in working order, and secured.
2. Grantee will enter a client's profile into CMBHS within five (5) business days of a client's enrollment into the Health Community Collaborative program. Grantee is required to update records on a daily basis to reflect any changes in account status.
3. Grantee shall ensure that internal controls, security, and oversight are established for the approval and electronic transfer of information regarding reporting requirements. Grantee shall ensure that the electronic reports transmitted contain true, accurate, and complete information.
4. HHSC may limit or deny Grantee's and vendor/subrecipient's access to CMBHS at any time in HHSC's sole discretion.
5. Grantee shall use the following CMBHS components/functionality, in accordance with the HHSC's instructions:
  - a. Staff Member;
  - b. User Profiles;
  - c. Assign Roles; and
  - d. Client Profile.
6. Grantee's network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP). Grantee shall maintain responsibility for local procedures to end-users and be responsible for data backup, restore, and contingency planning functions for all local data. Grantee shall:
  - a. Create, delete, and modify end-user LAN-based accounts;
  - b. Change/reset user local passwords as necessary;
  - c. Administer security additions/changes and deletions for CMBHS;
  - d. Install, maintain, monitor, and support Grantee LANs and WANs; and
  - e. Select, purchase service from, and monitor performance of ISP.
7. HHSC will provide support for CMBHS, including problem tracking and problem resolution. HHSC will provide telephone numbers for Grantees to access expert assistance for CMBHS related problem resolution. HHSC will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.
8. Grantee shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure all HHSC database user accounts are current. Grantee shall develop and maintain a written security policy

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

that ensures system security and protection of confidential information. Grantee shall notify HHSC upon discovery if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of CMBHS data has been or may be compromised in any way.

9. No vendor or subrecipient shall be granted access to or allowed to enter client information into Clinical Management for Behavioral Health Services (CMBHS) without first completing the Subcontractor Agreement Form, which is attached to Data Use Agreement (Attachment G).

### E. MATCHING FUNDS

1. The HCC Program must dedicate matching funds equal to a certain percentage of the state award, based on the population of the counties proposed to be served. Matching funds may include cash or in-kind contributions from private contributors or local governments, but must not include funds from state or federal sources.
  - a. If the Grant Project is to serve one or more counties, and the population of each county is less than 250,000, match must be no less than twenty-five percent (25%) of the value of the state funds requested. The match may be cash or in-kind contributions from private contributors or local governments. Funding from state and federal government entities cannot be used as match.
  - b. If the Grant Project is to serve one or more counties, and if any county has a population of 250,000 or larger, matching funds must equal one-hundred percent (100%) of the state funds requested. The match may be cash or in-kind contributions from private contributors or local governments committed specifically for the proposed project. Funding from state and federal government entities cannot be used as match.
  - c. County population figures must be consistent with the [2018 Texas Demographic Center, Texas Population Estimates](#). All matching funds and all in-kind contributions must meet all the following criteria:
    - i. Are verifiable from the funding Grantee's records;
    - ii. Are not included as contributions for any other state or federal award;
    - iii. Are necessary and reasonable for accomplishment of the Grant project;
    - iv. Are allowable under the Grant agreement;
    - v. Are not paid by state or federal government entities; and
    - vi. Are provided for in the approved Grant Project budget.
  - d. The value of donations may be used to meet the matching requirements. If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation. If a third party donates the use of equipment or space in a building, but retains title, the contribution will be valued at the fair rental rate of the equipment or space. If a third party donates equipment, building, or land, and title passes to Grantee, the treatment of the donated property will be determined based on Texas Grant Management Standards (TxGMS), Matching or Cost Sharing. Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching. Unrecovered indirect cost means the difference between the amount charged to the award and the amount which could have been charged to the award under the Grantee's indirect cost rate. Refer to [CFR, Title 2, Subtitle A, Chapter II, Part 200, Uniform](#)

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

[Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) and the [Texas Grant Management Standards](#) issued by the Texas Comptroller of Public Accounts for additional Match information and requirements.

### **III. PERFORMANCE MEASURES**

- A. HHSC will monitor performance requirements in Attachment A and compliance with the Contract's terms and conditions. The terms of Attachment A, including the following measures, will be used to assess Grantee's effectiveness in providing the services described herein, without waiving the enforceability of any of the terms of the Contract into which this Statement of Work is incorporated. HHSC may request validation of performance measures at any time, and Grantee's timely response to HHSC's requests is necessary.
- B. Grantee shall select at least four of the eight measures listed in [Texas Government Code, Title 4, Subtitle 1, Section 539.005](#) and report the corresponding data for each on a quarterly basis to HHSC. Data reported shall demonstrate the effectiveness of the collaborative services in achieving the Grantee's chosen outcome measures.
- C. Grantee shall select performance measures and targets using Attachment A-7, Measure Up. At least four of the selected measures must correspond with the selected outcome measures from 'B' above. Grantee can select any additional measures and targets to track.
- D. Grantee shall submit a Performance Measure Report no later than thirty (30) calendar days after the end of each State Fiscal Year quarter, which comprises the reporting period for that report. Performance reports must show progress towards both:
  - 1. Outputs: Counts or percentages that show the amount of services/activities or encounters delivered; and
  - 2. Outcomes: Measures showing benefits to individuals as a result of services/activities received such as positive changes in knowledge, skills and/or behaviors.
- E. No later than August 31st of each fiscal year, Grantee shall meet the performance measure targets established for the fiscal year.

### **IV. HHSC REPORTING REQUIREMENTS**

- A. Upon execution of this Contract, Grantee shall complete each of the following tasks.
  - 1. Enter established codes and modifiers into respective medical record that correspond with targeted services received by HCC participants such as, but not limited to, crisis services, mental health services, substance use services, housing placement services, employment services, and jail diversion services.
  - 2. Provide HHSC copies of MOUs and/or other written agreements from private contributors or local governments that demonstrate the funds received from HHSC are matched at the required amount from third-party cash expenditures or in-kind contributions. The same documentation is required as each new source of match is secured.



## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

3. Provide HHSC and the HCC third-party evaluator a contact person or persons within their collaborative that has access to the Homeless Management Information System (HMIS) or other data collection system(s) used to collect output and outcome data with administrative access and the ability to extract data. Grantee will notify HHSC of any change to contact person or persons.
- B. Not later than two (2) weeks after execution of this Contract, and biannually thereafter, Grantee shall complete Attachment A-4, Security Administrator Attestation & Authorized Users List, to provide to HHSC the name, phone number, and email address of the two Security Administrators. This Attachment shall confirm the Grantee has reviewed the names of agency employees who have access to HHSC or HHSC database systems that may be used in conducting business with HHSC, and Grantee has removed access to users who are no longer authorized to access secure data. This Attachment shall also:
1. Include former and current Grantee's employees, contracted labor, subcontractors or any other uses authorized to have access to secure data in CMBHS; and
  2. Document whose authority has been added and terminated, along with the date the authority was added or terminated.
- C. Within thirty (30) days of execution of this Contract, Grantee shall complete each of the following tasks:
1. Provide HHSC copies of MOUs, and/or other written agreements, including budgets, between vendors, subrecipient contractors, and/or service providers that are involved in the collaborative project. All written agreements for all vendor, subrecipient and/or service provider contracts shall be submitted to HHSC with the completed Attachment A-5, Vendor or Subrecipient Data Sheet.
  2. Provide HHSC a completed Subcontractor Agreement Form (attached to Data Use Agreement – Attachment G) for vendor or subrecipient contractors entering client data into CMBHS.
- D. Within sixty (60) days of execution of this Contract, and annually thereafter, Grantee shall complete each of the following tasks:
1. Submit to HHSC policies, procedures and process maps that effectively demonstrate adherence to this Contract. Grantee policy and procedures and/or MOUs or other written agreements shall demonstrate use of EBPs by HCC participating providers including staffing patterns, training schedule and certification requirements, and supervision plans. In the event that not all HCC participating providers are able to demonstrate use of EBP upon execution of this Contract, Grantee shall include plans and timeframes to bring HCC participating providers into compliance no later than six (6) months from date of execution of this Contract. Grantee shall consult with HHSC prior to altering any policy and/or procedure. HHSC reserves the right to require revisions to the written policies and procedures as necessary.
  2. Grantee shall submit to HHSC a policy and procedure for graduation from the HCC program to include:
    - a. Process for determining if graduation from the HCC program is appropriate;
    - b. Assurance continuity of care is established; and



## ATTACHMENT A STATEMENT OF WORK, VERSION 1

- c. Process for completing the 30 and 90-day follow-up.
- E. Within ninety (90) days of execution of this Contract, Grantee shall complete each of the following tasks:
1. Provide HHSC evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with the community collaborative for the purpose of providing services to those persons ([Texas Government Code, Title 4, Subtitle I, Section 539.002\(b\)\(3\)](#)).
  2. Provide HHSC evidence of a plan developed and made public by the governing body of each participating county. ([Texas Government Code, Title 4, Subtitle I, Section 539.0051](#)). Two or more counties, each with a population of less than 100,000, may form a joint plan. This plan must detail the following:
    - a. How LMHAs, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals.
    - b. How entities in the county may leverage funding from private sources to accomplish the goals through the formation or expansion of a community collaborative
    - c. How the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance use treatment.
- F. Grantee is required to provide HHSC the following updates and revisions within the specified timeframes:
1. In the event any change occurs with the designated Security Administrator or the back-up Security Administrator, the Grantee shall notify HHSC within ten (10) days by submitting a revised Attachment A-4, Security Administrator Attestation & Authorized Users List.
  2. As the Grantee enters into new contracts with vendors, subrecipients, and/or service providers throughout the duration of the Contract, within thirty (30) days of contract execution, Grantee shall provide HHSC copies of MOUs, and/or other written agreements between the Grantee and vendors, subrecipients and/or service providers that are involved in the collaborative project. All written agreements for all vendor, subrecipient and/or service provider contracts shall be submitted to HHSC with the completed Attachment A-5, Vendor or Subrecipient Data Sheet.
  3. In the event of any change to, or termination of a vendor or subrecipient contract, within thirty (30) days of any such change, the Grantee shall submit to HHSC a revised Attachment A-5, Vendor or Subrecipient Data Sheet with written details outlining modifications.
  4. If the Subcontractor Agreement Form (attached to Data Use Agreement – Attachment G) in C. 2. above is terminated for any reason, Grantee shall provide HHSC notification in writing within thirty (30) days.

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

### **V. HHSC DATA COLLECTION REQUIREMENTS**

- A. No later than five (5) business days from date of initial contact with persons seeking HCC services through the Coordinated Assessment/Intake Center, Grantee shall collect and enter the following individual-level data into CMBHS:
1. Profile date (date of contact with Coordinated Assessment/Intake Center)
  2. Name
  3. Date of Birth
  4. Age Type
  5. Social Security Number
  6. Gender
  7. Race
  8. Ethnicity
  9. Marital Status
  10. Address (homeless or otherwise)
  11. Any client level ID necessary to analyze client level data if available (under Local Case Number field)
  12. Contact Person Information:
    - a. Name
    - b. Relationship to person seeking HCC services
    - c. Address
- B. Upon initial encounter with individuals seeking HCC collaborative services through the Coordinated Access/Intake, and at start of any services provided to HCC participants by a mental health or substance use provider within the collaborative program, Grantee shall open client case in CMBHS and scan/upload signed releases for HCC participants who enter the HCC program and receive at least one service from the Grantee or HCC participating provider in the collaborative. The authorization to release information shall give all necessary service providers, HHSC and the HCC third-party evaluator access to HCC participant's protected health information. This authorization to release information shall be provider-specific if it includes substance use information and can be more inclusive/broadly defined if the Grantee wishes to include all HCC participating providers, excluding substance use treatment providers. Upon an HCC participant's graduation from HCC program, Grantee shall complete the "close case" action in CMBHS as outlined in Attachment A-1, Data Definitions.
- C. As soon as the HCC participant is effectively engaged and willing to participate in mental health services, Grantee shall require the LMHA or other approved Mental Health provider to complete the Mental Health Adult Uniform Assessment for Texas Resilience and Recovery Adult Needs Strengths Assessment (Adult UA and ANSA).
- D. As soon as the person is effectively engaged and willing to participate in substance use services, Grantee shall require the LMHA or other approved Substance Use provider to complete the modified Adult Severity Index (modified ASI). MHSA Treatment providers are required to enter all services into CMBHS within five (5) business days of HCC participant contact and/or service provision.

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

### **VI. THIRD-PARTY EVALUATOR SERVICE DATA REPORTING**

- A. Upon execution of this Contract, Grantee shall consult with the HCC third-party evaluator to create processes, policies and procedures to ensure they collect and analyze data capable of measuring the chosen outcomes and outputs. No later than thirty (30) days after HCC third-party evaluator completes its initial data collection review, Grantee shall provide HHSC with data collection, entry and maintenance processes, policies and procedures.
- B. Grantee shall collect, collate, and report service data associated with its chosen collaborative services and submit data to HHSC and the HCC third-party evaluator on a quarterly basis. Grantee shall provide HHSC and the HCC third-party evaluator raw data in a mutually agreed upon format. Grantee shall provide the HCC third-party evaluator additional ongoing data and information, within five (5) business days from date requested, in order to complete its evaluation. In submitting data to HHSC and the HCC third-party evaluator, Grantee shall demonstrate the effectiveness of its collaborative services in achieving its chosen outcome measures and shall participate in ongoing collaboration and communication with the HCC third-party evaluator to track the effectiveness of its chosen services in addressing its chosen outcome measures. In consultation with HHSC and HCC third-party evaluator, Grantee shall make adjustments or implement plans of correction to meet their proposed outcome measures as needed biannually. Grantee shall submit quarterly outcome data to HHSC and the HCC third-party evaluator no later than the following days of each fiscal year:
1. December 31;
  2. March 31;
  3. June 30; and
  4. September 30.
- C. Quarterly service data submitted to HHSC and HCC third-party evaluator shall be collected and entered into the mutually agreed upon format and will include the following:
1. Entire Collaborative Project Numbers (system wide number of participants Grantee has served through all HCC participating providers in the project, whether identified as vendor, subrecipient or other non-funded entity) shall include:
    - a. Number of full-time equivalents (FTE) or partial-time equivalents (PTE) of new staff positions supported by HCC funds,
    - b. Number of new unduplicated coordinated assessments completed in aggregate and client level,
    - c. Number of new unduplicated HCC participants (open cases) that have successfully engaged and participated in any collaborative partner services offered through HCC program,
    - d. Number of new unduplicated HCC participants (open cases) that have been referred to any collaborative partner services offered through the HCC program but are not currently receiving services from the HCC program (wait list for HCC program), and
    - e. Number of new individuals diverted from the homeless service system through Coordinated Assessment/Intake.

## ATTACHMENT A

### STATEMENT OF WORK, VERSION 1

2. Required core services and activities provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile). This shall be provided in a client level report from the Grantee. For the purposes of this section, “new” is defined as unduplicated participants within a single fiscal year:
  - a. New unduplicated HCC participants who received mental health services (Counseling)
  - b. New unduplicated HCC participants who received mental health services (Case Management)
  - c. New unduplicated HCC participants who received mental health services (Psycho-social Rehab Services)
  - d. New unduplicated HCC participants who received substance use treatment (Detox) services
  - e. New unduplicated HCC participants who received substance use treatment (Out-Patient) services
  - f. New unduplicated HCC participants who received substance use treatment (In-Patient/Residential) services
  - g. New unduplicated HCC participants who received substance use treatment (Aftercare) services
  - h. New unduplicated HCC participants that were arrested
  - i. New unduplicated HCC participants who were diverted out of jail from the homeless service system
  - j. New unduplicated HCC participants who received assistance accessing mainstream benefits
  - k. New unduplicated HCC participants who received transportation services
3. Optional additional services and activities provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile)). This shall be provided in a client level report by the Grantee. For the purposes of this section, “new” is defined as unduplicated participants within a single fiscal year:
  - a. New unduplicated HCC participants who received emergency shelter
  - b. New unduplicated HCC participants who received mental health crisis services
  - c. New unduplicated HCC participants who received clothing, grooming or hygiene products
  - d. New unduplicated HCC participants who received criminal justice services
  - e. New unduplicated HCC participants who received integrated medical services.
  - f. New unduplicated HCC participants who received housing services
  - g. New unduplicated HCC participants who received rapid-rehousing/short-term rental assistance (bridge subsidies)
  - h. New unduplicated HCC participants who received transitional housing
  - i. New unduplicated HCC participants who received sober housing
  - j. New unduplicated HCC participants who received permanent supportive housing
  - k. New unduplicated HCC participants who received rapid rehousing
  - l. New unduplicated HCC participants who received education, job training or supported employment services.
  - m. New unduplicated HCC participants who received peer services

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

- n. New unduplicated HCC participants who received family supportive services child care
  - o. New unduplicated HCC participants who received family supportive services parenting classes
  - p. New unduplicated HCC participants who received family supportive services emergency shelter
  - q. New unduplicated HCC participants who received family supportive services rapid-housing / short-term rental assistance (bridge subsidies)
  - r. New unduplicated HCC participants who received family supportive services transitional housing
  - s. New unduplicated HCC participants who received family supportive services sober housing
  - t. New unduplicated HCC participants who received family supportive services permanent supportive housing
  - u. New unduplicated HCC participants who received family supportive services rapid rehousing
4. Required core services and activities provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile)) and received housing (PSH or Rapid Rehousing):
- a. At time of HCC engagement for housing report the individual's engagement in the 90 days prior:
    - i. Number of days in jail;
    - ii. Number of emergency room visits; and
    - iii. Number of times engaged with a medical professional in a non-emergency setting (e.g. primary care, physician, psychiatrist, dentist).
  - b. Report on each individual participant's income sources (earned and/or unearned) and start/end date of income source.
  - c. Report each individual participant that obtained independent employment, competitive/supported employment, and self-employment.
  - d. Report on each individual participant's housed date. If an individual loses housing, report the date it was lost.
  - e. Report the type of housing as either PSH or Rapid Rehousing.
  - f. Report each individual participant's 90-day emergency room usage during the reporting period.
  - g. Report each individual participant's number of arrests or jail days during the reporting period.
  - h. Report each individual participant with a DFPS open case and when this case closes if applicable.
5. Follow-up data on HCC participants in PSH who successfully graduate from the program at both 30 and 90-day follow up:
- a. HCC participants who successfully graduated from the program and continue to receive Rapid-Rehousing/Short-Term Rental Assistance at 30-day follow up;
  - b. HCC participants who successfully graduated from the program and continue to reside in Permanent Supportive Housing at 30-day follow up;
  - c. HCC participants who successfully graduated from the program and continue to reside in Affordable Housing at 30-day follow up;

## **ATTACHMENT A STATEMENT OF WORK, VERSION 1**

- d. HCC participants who successfully graduated from the program and continue to receive Mental Health Services at 30-day follow up;
- e. HCC participants who successfully graduated from the program and continue to receive Substance Abuse Services at 30-day follow up;
- f. HCC participants who successfully graduated from the program and continue to receive Rapid-Rehousing/Short-Term Rental Assistance at 90-day follow up;
- g. HCC participants who successfully graduated from the program and continue to reside in Permanent Supportive Housing at 90-day follow up;
- h. HCC participants who successfully graduated from the program and continue to reside in Rapid Rehousing at 90-day follow up;
- i. HCC participants who successfully graduated from the program and continue to receive Mental Health Services at 90-day follow up; and
- j. HCC participants who successfully graduated from the program and continue to receive Substance Use Services at 90-day follow up.

### **VII.SBHCC DATA REPORTING**

- A. Grantees will provide data that will be presented to the Statewide Behavioral Health Coordinating Council (SBHCC). This data (Attachment A-3, SBHCC Report) will be submitted twice annually (March 30<sup>th</sup> and September 30<sup>th</sup>). The SBHCC Report serves as an opportunity to reflect on increased collaboration among state and local community entities, and how the HCC Program contributes to a systemic approach to delivering enhanced behavioral health services. Grantees will provide data regarding:
  1. The impact community collaboration activities have made on the success of the HCC Grant, and
  2. Behavioral health outcomes for communities and populations served by the HCC Grant.

### **VIII.QUALITY IMPROVEMENT**

- A. No later than thirty (30) days after HCC third-party evaluator completes its initial data collection review, Grantee shall provide for approval a Quality Improvement Plan which incorporates:
  1. Specific plans to collect reliable outcome and output data;
  2. Feedback from local stakeholders and participants;
  3. Plans to assess the quality of interventions;
  4. Incident and risk management activities in order to protect HCC participant-level protected health information;
  5. Frequency of data review and usages; and
  6. Access to and reporting on project data.
- B. Grantee shall conduct quarterly Quality Improvement/Quality Assurance activities and provide proof of these to HHSC.

### **IX.MATCH REQUIREMENTS/REPORTING**

- A. Grantee shall submit Attachment A-6, Match Reimbursement Certification Form to HHSC on a quarterly basis. Upon request by HHSC, grantee shall provide supporting documentation for entries on Attachment A-6, showing funds received from HHSC under



## ATTACHMENT A STATEMENT OF WORK, VERSION 1

this contract match the required amount by private/local government funds or in-kind contributions. Such documentation may include signed letters of commitment, or copies of checks or other documentation sufficient to validate the entries. Grantee shall submit quarterly data to HHSC no later than the following dates of each fiscal year:

1. December 31,
  2. March 31;
  3. June 30 and
  4. September 30.
- B. Grantee shall meet 50 percent of the match requirement for each fiscal year no later than March 1 of each fiscal year, and the remaining 50 percent no later than August 31 of each fiscal year.
- C. If at any time the match requirement is not met by the specified due date, HHSC may withhold reimbursement until the withheld amount equals the amount of required match dollars. Once the required match amount has been met, reimbursement shall resume.
- D. Match requirements may be updated to reflect changes in Texas Government Code 539.

### X. SUBMISSION OF HHSC REPORTS/DOCUMENTATION

- A. Grantee shall submit all reports, documentation, and other information required of Grantee electronically to the [mhcontracts@hhsc.state.tx.us](mailto:mhcontracts@hhsc.state.tx.us) email address, the assigned HHSC Contract Manager and Program Subject Matter Expert (SME). If HHSC determines Grantee needs to submit deliverables by mail or fax, Grantee shall send the required information to one of the following addresses:

#### **U.S. Postal Mail**

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

#### **Overnight Mail**

Health and Human Services Commission  
Mental Health Contracts Management Unit (Mail Code 2058)  
909 West 45<sup>th</sup> Street, Bldg. 552  
Austin, TX 78751  
Fax: (512) 206-5307

### XI. INVOICE AND PAYMENT

- A. HHSC will pay Grantee monthly on a cost-reimbursement basis. HHSC will reimburse Grantee only for allowable and reported expenses incurred within the grant term.
- B. Grantee shall request monthly payments by the 15<sup>th</sup> day following each service month using the [State of Texas Purchase Voucher Form 4116](#), Attachment A-2, Project Expenditure Report, and Attachment A-6, Match Reimbursement Certification Form.

## ATTACHMENT A STATEMENT OF WORK, VERSION 1

HHSC will issue reimbursement payments to the Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon receipt of the monthly expenditure and match reports and adequate supporting documentation. At a minimum, the invoice shall include the following items:

1. Name, address, and telephone number of Grantee
  2. HHSC Contract or Purchase Order Number
  3. Identification of service(s) provided
  4. Dates services were delivered
  5. Total invoice amount
  6. A copy of the General Ledger for the period which supports the budget items requesting reimbursement
  7. Attachment A-6, Match Reimbursement Certification Form
  8. Attachment A-2, Project Expenditure Report
  9. Any additional supporting documentation which is required by this Statement of Work or as requested by HHSC.
- C. Grantee shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at [HHSC AP@hhsc.state.tx.us](mailto:HHSC_AP@hhsc.state.tx.us), with a copy to [mhcontracts@hhsc.state.tx.us](mailto:mhcontracts@hhsc.state.tx.us), the HHSC HCC Contract Manager and the HHSC HCC Program Specialist. Alternative submission arrangements must be approved by the assigned HHSC Contract Manager.
- D. HHSC shall pay Grantee for charges determined and invoiced in accordance with the terms and conditions of this Contract as follows:
1. Funds received from HHSC for the collaborative shall be matched no less than the required amount by private/local government funds or in-kind contributions.
  2. Grantee shall use HHSC funds to provide services only to individuals who are experiencing homelessness, substance abuse issues, or mental illness. Grantees may not use funds allocated to the HCC program for substance use treatment services provided to non-HCC participants. Grantee shall seek cost reimbursement throughout this Contract for substance use treatment services (inclusive of detox, residential, outpatient and/or aftercare) provided to HCC participants who meet the target population.
- E. HHSC, at its sole reasonable discretion, may adjust the funding amount of a Contract based on performance, the failure to expend funding, the failure to meet match, and/or other criteria determined by HHSC, and contingent on availability of funds allocated for the adjustments.

## ATTACHMENT A-1

### DATA DEFINITIONS

1. **HCC Eligibility:** Client is homeless and has a mental health or co-occurring psychiatric and substance use disorder.
2. **Coordinated assessment:** A multi-axial behavioral and social assessment of client need that is completed at intake. The recommended (but not required) assessment is the VI-SPDAT. The client must complete the coordinated assessment prior to enrolling in the HCC.
3. **HCC participant:** Client completed the coordinated assessment, met eligibility for the HCC, chose to enroll in the HCC, and received at least one service (required or optional) from the HCC. A client is considered to be ‘enrolled’ in the HCC when they have an open case in their CMBHS client profile.
4. **Client profile in CMBHS:** A client profile must be created for all individuals who: (a) completed the coordinated assessment; (b) met eligibility for the HCC; (c) chose to enroll in the HCC; and (d) receive at least one service (required or optional) from the HCC.
5. **Open case:** HCC participant who receives at least one service from the Contractor or participating agency in the collaborative shall have an “open case” in his/her CMBHS client profile.
6. **Close case:** A marked completion of the HCC program [as defined by the organization and approved by DSHS]. Upon completion of the HCC program, “close case” is selected in the CMBHS client profile screen. Clients who receive PSH must have a “close case” before the 30, and 90 day follow up that precedes discharge from service.
7. **Diverted individuals:** Individuals who completed the coordinated assessment and deemed not eligible for the HCC (i.e. they did not have a mental health or co-occurring psychiatric and substance use disorder), and/or were diverted from housing (i.e., they do not need housing).
8. **Successfully engaged and participated:** An individual who was assessed, deemed eligible, chose to enroll in the HCC (i.e., Open Case within the CMBHS client profile) and receive at least one HCC service during the designated quarter of data reporting from the HCC Contractor or its participating agencies.
9. **HCC participating agency and/or collaborative partner:** Any provider within the HCC program that has signed an MOU or written agreement to provide services to HCC clients.
10. **Wait list for HCC program:** HCC participants who are assessed and eligible for the HCC program (i.e., have mental health or co-occurring psychiatric and substance use disorder) but have been placed on a wait list for HCC services. 'Services' is an all-encompassing term and refers to any of the required/optional services listed on the contract (e.g., mental health services, employment, housing, food, etc.) These HCC participants are not formally admitted to the program as they are not receiving at least 1 HCC service.
11. **Successful graduation** – HCC clients who have maintained housing for a period of six (6) months or longer excluding sober housing.
12. **Unsuccessful graduation** – HCC clients who were unable to maintain housing for a period of six (6) months.

13. **Integrated medical services:** Medical services inclusive of primary, chronic, and urgent medical care co-located in a facility with behavioral health services.
14. **Mental health crisis facilities:** Crisis respite, crisis residential, or crisis stabilization units. May include transport to inpatient psychiatric facilities if clinically indicated.
15. **Substance use treatment services:** Inclusive of detoxification units, residential treatment services, and outpatient treatment services.
16. **Peer services:** A peer specialist is an individual with lived experience who has initiated his/her own recovery journey and assists others who are in earlier stages of the recovery process. Peer services are support services that help clients engage in and benefit from the full array of services provided by the HCC including mental health and substance use treatment. This may also include peer-delivered services such as independent living skills trainings, recovery oriented services, supportive housing services, and/or supported employment or job training.
17. **Criminal justice services:** Coordinated community effort made with local law enforcement agencies to divert homeless individuals from justice involvement and redirected to the HCC program if eligible. Coordinated community efforts between HCC staff and client parole/probation officers to monitor progress in services in an attempt to minimize recidivism. This may include HCC staff accompanying HCC clients to court hearings and probation/parole appointments.
18. **Education, Job training and/or employment services:** May include, but are not limited to, general education and job training in the form of educational centers to provide adult literacy, General Equivalency Diploma (GED) services and workforce training (not full supported employment); supported employment services that encourage participation in the workforce and actively assist participants' access to and continuity of services with workforce training centers; and community-based supported employment services.
19. **Housing services:** These services can include a) Skills training related to (i.) home maintenance and cleanliness; (ii.) problem-solving with landlords and neighbors, managers, mortgage lenders, or homeowners association; and (iii.) maintaining appropriate interpersonal boundaries and b) supportive contacts with the individual to reduce or manage the behaviors or symptoms related to the individual's mental illness that interfere with maintaining independent integrated housing.
20. **Emergency shelter:** A facility with overnight sleeping accommodations that is intended to provide a safe, secure, temporary place for individuals and households to reside while they seek more permanent housing or supportive services that will facilitate access to permanent housing options. Emergency shelters are often the point of entry into the homeless system, assisting those confronted with an immediate loss of housing or those who are already homeless. Emergency shelters generally have a length of stay ranging from 1 to 90 days.
21. **Rapid re-housing:** Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing may include a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.
22. **Transitional Housing:** Transitional housing provides interim placement (usually no longer than 24 months) for persons or households who are not ready for or do not have

access to permanent housing. Transitional housing provides an opportunity for clients to gain the personal and financial stability needed to transition to and maintain permanent housing.

23. **Permanent supportive housing:** Permanent supportive housing combines housing assistance and supportive services for homeless persons with mental health or co-occurring psychiatric and substance use disorders. Permanent supportive housing can be provided through tenant-, project-, or sponsor-based assistance in multi-family structures or scattered site apartments. Supportive services are also provided on site or through partnering agencies, depending on individual and community needs.
24. **Affordable housing:** Housing for which the occupant(s) is/are paying no more than 30 percent of his or her income for gross housing costs, including utilities. Affordable housing is long-term, safe, decent, and affordable housing for individuals and households.
25. **Sober housing:** Sober housing are alcohol and drug free living environments for individuals attempting to maintain abstinence from alcohol and drugs. They offer no formal treatment.



# TEXAS

## Health and Human Services

**Health and Human Services (HHS)**

**Uniform Terms and Conditions - Grant**

**Version 3.0**

Published and Effective – August 2021

Responsible Office: Chief Counsel



## Attachment C

### **ABOUT THIS DOCUMENT**

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

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

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

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

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

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement takes effect.

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

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

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

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

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

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

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

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

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

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

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

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

“State of Texas Textravel” means the Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

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

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

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

“Texas Grant Management Standards” or “TxGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

## 1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts



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(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

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

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

## **ARTICLE II. PAYMENT PROVISIONS**

### **2.1 PROMPT PAYMENT**

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

### **2.2 TAXES**

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

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**2.3 ANCILLARY AND TRAVEL EXPENSES**

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

**2.4 BILLING**

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

**2.5 USE OF FUNDS**

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

**2.6 USE FOR MATCH PROHIBITED**

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

**2.7 PROGRAM INCOME**

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

**2.8 NONSUPPLANTING**

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

## **2.9 INDIRECT COST RATES**

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

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

## **3.1 EXCESS OBLIGATIONS PROHIBITED**

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

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

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

## **3.3 DEBTS AND DELINQUENCIES**

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

## **3.4 REFUNDS AND OVERPAYMENTS**

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System

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

## ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

### 4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
  - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
  - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
  - iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

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- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
  - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
  - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.  
Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

### 4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

- A. Audits.  
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
  - ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).
- B. Financial Statements.  
Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
  - ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

## ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

### 5.1 WARRANTY

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

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

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**5.2 GENERAL AFFIRMATIONS**

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

**5.3 FEDERAL ASSURANCES**

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

**5.4 FEDERAL CERTIFICATIONS**

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

**5.5 STATE ASSURANCES**

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

**ARTICLE VI. INTELLECTUAL PROPERTY****6.1 OWNERSHIP OF WORK PRODUCT**

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to



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sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

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

## 6.2 GRANTEE'S PRE-EXISTING WORKS

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

## 6.3 THIRD PARTY IP

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

## 6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

## 6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or



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partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

## 6.6 SURVIVAL

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

## 6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

# ARTICLE VII. PROPERTY

## 7.1 USE OF STATE PROPERTY

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

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

## 7.2 DAMAGE TO STATE PROPERTY

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

## 7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

## 7.4 EQUIPMENT AND PROPERTY

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

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

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

## **ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY**

### **8.1 RECORD MAINTENANCE AND RETENTION**

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

### **8.2 AGENCY'S RIGHT TO AUDIT**

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

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- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

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

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

### **8.4 STATE AUDITOR'S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **8.5 CONFIDENTIALITY**

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

## **ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES**

### **9.1 REMEDIES**

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

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including, but not limited to the following:

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

## 9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

## 9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. **Material Breach**  
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's



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

**ii. Failure to Maintain Financial Viability**

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

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

#### **9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS**

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

#### **9.5 INHERENTLY RELIGIOUS ACTIVITIES**

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

#### **9.6 POLITICAL ACTIVITIES**

Grant funds cannot be used for the following activities:

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



## ARTICLE X. INDEMNITY

### 10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

### 10.2 INTELLECTUAL PROPERTY

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

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

### 10.3 ADDITIONAL INDEMNITY PROVISIONS

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

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**OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**

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

## **ARTICLE XI. GENERAL PROVISIONS**

### **11.1 AMENDMENTS**

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

### **11.2 NO QUANTITY GUARANTEES**

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

### **11.3 CHILD ABUSE REPORTING REQUIREMENTS**

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- C. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

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

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
  - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

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- ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
  - iii. Applying to all employees and visitors in this designated area; and
  - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

### 11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

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

### 11.6 LIMITATION ON AUTHORITY

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

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

**11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

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

**11.8 SUBCONTRACTORS**

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

**11.9 PERMITTING AND LICENSURE**

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

**11.10 INDEPENDENT CONTRACTOR**

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

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**11.11 GOVERNING LAW AND VENUE**

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

**11.12 SEVERABILITY**

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

**11.13 SURVIVABILITY**

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

**11.14 FORCE MAJEURE**

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

**11.15 NO IMPLIED WAIVER OF PROVISIONS**

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

**11.16 FUNDING DISCLAIMERS AND LABELING**

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



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written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

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

### **11.17 MEDIA RELEASES**

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

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

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

### **11.19 SOVEREIGN IMMUNITY**

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



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**11.20 ENTIRE CONTRACT AND MODIFICATION**

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

**11.21 COUNTERPARTS**

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

**11.22 PROPER AUTHORITY**

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

**11.23 E-VERIFY PROGRAM**

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

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

**11.24 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take

## Attachment C

reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

#### **11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

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

#### **11.26 DISCLOSURE OF LITIGATION**

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

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

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

**11.27 NO THIRD PARTY BENEFICIARIES**

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

**11.28 BINDING EFFECT**

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

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS000930600002**  
**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.

## Attachment D

**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

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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.



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**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.

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**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:

## Attachment D

- 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.

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**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.

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**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.

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**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.



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**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

## Attachment D

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:**

Stacy Hill

---

**Legal Name of Contractor**

Comal County Family Violence Shelter Inc.

---

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

Crisis Center of Comal County

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**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:

*Stacy Hill*

A8BEE72AE4D6441...

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**Signature of Authorized Representative**

stacy Hill

August 24, 2021

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**Date Signed**

Executive Director

---

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

1547 Common St.

---

**Title of Authorized Representative**

New Braunfels, TX 78130

---

**Physical Street Address**

PO Box 310344

---

**City, State, Zip Code**

New Braunfels, TX 78131

---

**Mailing Address, if different**

830-620-7520

---

**City, State, Zip Code**

830-625-2984

---

**Phone Number**

shill@crisiscenternb.org

---

**Fax Number**

826288904

---

**Email Address**

74-2440649

---

**DUNS Number**

17424406498

---

**Federal Employer Identification Number**

30009958981

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**Texas Payee ID No. – 11 digits**

100396101

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**Texas Franchise Tax Number**

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**Texas Secretary of State Filing  
Number**

Attachment E



**TEXAS**  
**Health and Human Services**

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

Attachment E

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**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. TRADEMARK LICENSE**

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
- ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
- iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee/Contractor complies with any marking requests System Agency may make in



## Attachment E

relation to the trademarks, including without limitation to use the phrase “Registered Trademark”, the registered trademark symbol “®” for registered trademarks, and the symbol “™” for unregistered trademarks.

**4. TRADEMARK OWNERSHIP**

Grantee/Contractor acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

**5. ELECTRICAL ITEMS**

All electrical items purchased under this Grant Agreement/Contract or used in the performance of approved and eligible grant-funded activities must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

**6. 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.

**7. 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

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- iv. License or case reference number.

**8. EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES**

- A. Grantee/Contractor shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.
- B. Grantee/Contractor shall notify the local education agency or local early intervention program not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee/Contractor's residential facility.

**9. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD**

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

**10. TELEMEDICINE/TELEHEALTH SERVICES**

If Grantee/Contractor or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee/Contractor's written procedures, applicable law, the Grantee's/Contractor's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee/Contractor's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
  - ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
  - iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
  - iv. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
  - v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
  - vi. Priority in scheduling the system for clinical care of individuals;
  - vii. Quality oversight and monitoring of satisfaction of the individuals served; and
  - viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites.
- Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

**11. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary.

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More information can be found at <https://www.lep.gov/>.

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

**12. THIRD PARTY PAYORS**

- A. Except as provided in this Grant Agreement/Contract, Grantee/Contractor shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.
- B. As applicable, the Grantee/Contractor shall:
  - i. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Grant Agreement/Contract that may be covered by those programs and bill those programs for the covered services;
  - ii. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
  - iii. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services and bill the System Agency for the deductible;
  - iv. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
  - v. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
  - vi. Bill all third party payors for services provided under this Grant Agreement/Contract before submitting any request for reimbursement to System Agency; and
  - vii. Provide third party billing functions at no cost to the client.

**13. HIV/AIDS MODEL WORKPLACE GUIDELINES**

- A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.
- B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

**14. MEDICAL RECORDS RETENTION**

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

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**15. INTERIM EXTENSION AMENDMENT**

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
  - i. Continue provision of services in response to a disaster declared by the governor; or
  - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

**16. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project on September 1, 2021 or within 90 days of the original start date of the grant term or grant execution date, whichever is later, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

**17. DUPLICATION OF FUNDING**

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

**18. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

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**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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


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

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

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



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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Executive Director
APPLICANT ORGANIZATION Comal County Family Violence Shelter Inc.	DATE SUBMITTED August 24, 2021

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

## Statement for Loan Guarantees and Loan Insurance

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

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

## \* APPLICANT'S ORGANIZATION

Comal County Family Violence Shelter Inc.

## \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name: Stacy Middle Name:

\* Last Name: Hill Suffix:

\* Title: Executive Director

## \* SIGNATURE:

DocuSigned by:  
Stacy Hill  
A89E72AE4D8441

\* DATE: August 24, 2021