

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT No. HHS001100900001
UNDER THE
ADVANCING A TEXAS SYSTEM OF CARE GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are Texas Health and Human Services Commission (“System Agency”), a pass-through entity, and Pecan Valley MHMR Region (“Grantee”), having its principal office at 2101 W. Pearl Street Granbury, TX 76048, (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to provide funding for mental health services and the Advancing a Texas System of Care project.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Sections 561-565 of the Public Health Service Act, 42 U.S.C. §290ff; Section 10001 of the 21st Century Cures Act, 114th Congress Public Law 255; and Chapter 531 of the Texas Government Code.

III. DURATION

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and terminates on **August 30, 2025**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Grant Agreement.

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

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **\$744,809.00**. This includes the System Agency share of \$558,607.00 and Grantee’s required match amount of \$186,202.00.

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

Total Federal Funds: \$558,607.00

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

The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within ATTACHMENT B, BUDGET and the ICR Agreement Letter is attached to this Contract and incorporated as ATTACHMENT J, INDIRECT COST RATE ACKNOWLEDGMENT. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

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

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports in a format prescribed by the System Agency:

REPORT	FREQUENCY	DUE DATE
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred	January-December
Performance Report – Quarterly	15 calendar days following the end of the quarter being reported	December 15 March 15 June 15 September 15

VII. CONTRACT REPRESENTATIVES

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

System Agency

Kisha Ledlow, M.A.
Project Director, Texas System of Care
Health and Human Services Commission

Office of Mental Health Coordination
6330 E. Hwy 290
Austin, TX 78723
Kisha.Ledlow@hhs.texas.gov

Grantee

Coke Beatty, CEO
Pecan Valley MHMR Region
2101 W. Pearl Street
Granbury, TX 76048
coke@pecanvalley.org

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

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

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

Grantee's Data Universal Numbering System (DUNS) Number OR Grantee's Unique Entity Identifier is: 037890373

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

Federal Award Identification Number (FAIN): H79SSM084166

- A. Assistance Listings Title, Number, and Dollar Amount:
 - Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances – 93.104 - \$3,000,000.00
- B. Federal Award Date: 8/27/2021
- C. Federal Award Period: 08/31/2021 – 08/30/2022
- D. Name of Federal Awarding Agency: Department of Health and Human Services Substance Abuse and Mental Health Services Administration
- E. CFDA Name and Number: 93.104 –Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances
- F. Awarding Official Contact Information: Emily Hassey, Government Project Officer, Division of Grants Management, Phone: (240) 276-1403, Email: Emily.Hassey@samhsa.hhs.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$3,000,000.00
- H. Amount of Funds Awarded to Grantee: \$558,607.00
- I. Identification of Whether the Award is for Research and Development: No

X. CONTRACT DOCUMENTS

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

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT A-1 – TRAUMA SCREENING FORM**
- ATTACHMENT B – FFY22 BUDGET**
- ATTACHMENT C – CONTRACT AFFIRMATIONS v.2.1 OCTOBER 2021**
- ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.0
AUGUST 2021**
- ATTACHMENT E – DATA USE AGREEMENT**
- ATTACHMENT E-1– DATA USE AGREEMENT GOVERNMENTAL ENTITY VERSION
v.8.5, OCTOBER 23, 2019**
- ATTACHMENT F – ADDITIONAL PROVISIONS – GRANT FUNDING VERSION 1.0
FEBRUARY 2021**
- ATTACHMENT G – FEDERAL ASSURANCES**
- ATTACHMENT H – CERTIFICATIONS REGARDING LOBBYING**
- ATTACHMENT I – FISCAL FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**
- ATTACHMENT J – INDIRECT COST RATE ACKNOWLEDGEMENT**

XI. SIGNATURE AUTHORITY

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001100900001

SYSTEM AGENCY

GRANTEE

**Texas Health and Human Services
Commission**

Pecan Valley MHMR Region

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

By: *Coke Beatty* _____

Sonja Gaines
Deputy Executive Commissioner
Texas Health and Human Services Commission

Coke Beatty
Chief Executive Officer
Pecan Valley MHMR Region

Date of
Signature: December 13, 2021

Date of
Signature: 11-18-21

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. BACKGROUND

Texas Health and Human Services Commission applied for, and was awarded, a four-year Substance Abuse and Mental Health Services Administration (SAMHSA) cooperative agreement for the implementation of a comprehensive strategic plan to address state and local policy and practice barriers to System of Care (SOC) statewide expansion. Grantee shall develop a local system of care and provide services through the Advancing a Texas System of Care project to children, youth, and young adults aged 3 through 20 years old with a serious emotional disturbance who meet clinical eligibility for enrollment in services and supports.

II. GRANTEE RESPONSIBILITIES

A. GOALS

Grantee shall:

1. Implement a local system of care to provide mental health services for children, youth, and young adults 3 through 20 years old and their families.
2. **Governance Board Development**
 - a. By April 30, 2022, develop a local system of care governance body. More than one governance body may exist if the local system of care serves more than one county. Governance body members should include:
 - i. Youth and young adults 13 to 25 years old.
 - ii. Family members.
 - iii. Local child-serving agencies representing:
 1. Mental health
 2. Child Protective Services (CPS)
 3. Juvenile justice
 4. Education
 5. Substance use disorder prevention and treatment
 - iv. Chair of local Community Resource Coordination Group (CRCG).
 - v. Non-profit agencies.
 - vi. Other representatives as appropriate.
 - b. Have the Local Project Director serve as the chair of the local system of care governance body (in large system of care communities with more than one governance body, the Local Project Director may chair only one governance board) with a co-chair, preferably a family member or youth, selected by the members. The local system of care governance body shall:
 - i. Define referral processes from CPS, juvenile justice, and schools into the local system of care.
 - ii. Assist with communication to citizens about how to access the local system of care.
 - iii. Participate in training provided by the Texas Family Voice Network (TxFVN), ACCEPT, and TIEMH for effectively including youth and family members on the governance board and in local system of care development.

- iv. Schedule meeting times that will facilitate youth and family member participation.
- v. Participate in training on cultural and linguistic competency.
- vi. Begin planning for collaboration among agencies to sustain the local system of care long-term.
- vii. Identify service gaps within the community.
- viii. Develop a strategic plan for the local system of care.
- ix. Promote the system of care framework throughout the community.

3. Outreach, Engagement, and Service Delivery

- a. By December 31, 2021, develop a culturally and linguistically competent outreach and engagement plan, including primary outreach strategies to engage school- and community-based mental health services and secondary outreach strategies to organizations that serve children, youth, and families (e.g., primary care providers, social service agencies, crisis response teams, faith-based organizations, etc.). The outreach and engagement plan should include strategies to raise public awareness, reduce stigma, educate community partners on the program and screening procedures, and provide outreach and engagement to children, youth, and families.
- b. By January 31, 2022, execute Memorandum of Understanding/Agreements (MOUs/MOAs) with local school districts and Education Service Centers.
- c. Execute MOU/MOA with local community agencies (e.g., non-profit organizations, CPS, juvenile justice, etc.).
- d. By August 30, 2022, provide outreach to 50 individuals to increase participation in and access to services.
- e. By January 31, 2022, develop and submit to the TxSOC Project Director a culturally responsive and developmentally appropriate service implementation plan in collaboration with TIEMH and local school districts.
- f. By December 30, 2021, begin enrolling children, youth, young adults, and families into services.
- g. By August 30, 2022, screen 42 children and families to determine if services and supports are needed.
- h. By August 30, 2022, receive 34 referrals for potential enrollment into services or referral to other services and supports.
- i. By August 30, 2022, provide services and supports to a target number of 25 children, youth, and young adults in the local system of care.
- j. Provide stipends (\$25 per hour) to youth and family members participating as members of the governance body.
- k. Implement the trauma screening form (Attachment A-2) with children, youth, and young adults.

4. Other Deliverables

- a. Participate virtually or in-person in quarterly meetings of the Children and Youth Behavioral Health Subcommittee.
- b. Have Certified Family Partner attend in-person quarterly meetings of the TxFVN.
- c. Have Youth Peer Support Specialist attend ACCEPT meetings regularly.
- d. Adhere to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards.

B. TARGET POPULATION

1. Grantee shall provide local system of care services to children, youth, and young adults ages 3 through 20 years old whose home communities, families, or intended families are in the Grantee's catchment area and who are either:
 - a. 3 through 17 years old, have a serious emotional disturbance (as defined by having a diagnosis from the Diagnostic and Statistical Manual of Mental Health Disorders, excluding a single diagnosis of substance abuse, intellectual or developmental disability, or autism spectrum disorder), and who have a serious functional impairment; or
 - b. (1) Are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms, or (2) Are enrolled in special education because of a serious emotional disturbance; or
 - c. 18 through 20 years old and have involvement in one or more child- or adult-serving systems (juvenile/criminal justice, foster care, child protective services, school district 504 consideration, alternative education program, substance use disorder services, chronic medical condition services and/or community mental health); and have one or more of the following strength domains not yet identified: family, social connectedness, optimism, educational, job history, community connection, or natural supports.

C. STAFFING

1. Grantee shall staff the system of care with a Local Project Director (0.5 FTE), Evaluation Assistant (1.0 FTE), Youth Peer Support Provider (1.0 FTE), School-Based Interventionist (1.0 FTE), and School-Based Therapist (1.0 FTE). Local Project Director's level of effort should fulfill the responsibilities in this Contract. Certified Family Partner services and supports shall be available for families of children, youth, and young adults ages 3 through 20 years old. Additionally, supervision will be provided for the Youth Peer Support Provider.
2. Assign and/or hire staff for key positions within 60 days of contract execution, including:
 - a. Local Project Director (0.5 FTE). This individual will be responsible for overseeing the local system of care, ensuring that projects and services are implemented and provided as described in this Statement of Work, and collaborating with the HHSC Project Director and the TxSOC team at the Texas Institute for Excellence in Mental Health (TIEMH) at the University of Texas at Austin as required.
 - b. Evaluation Assistant (1.0 FTE). This individual will collaborate with the Local Project Director and TIEMH to coordinate collection of the Center for Mental Health Services Child National Outcome Measures for Discretionary Programs (NOMs), as well as coordinate with the state level TxSOC Family Engagement Specialist and Youth Engagement Specialist to facilitate youth and family member focus groups for evaluation of the system of care.
 - c. Family Support Specialist/Certified Family Partner (1.0 FTE). This individual will use their lived experience navigating behavioral health systems to provide peer support services to families/caregivers, including the following: supporting

family/caregiver empowerment, working collaboratively with others involved in delivering services, and assisting the family/caregiver in developing skills.

- d. Youth Peer Support Specialist (1.0 FTE). This individual will use their lived experience navigating behavioral health systems to provide peer support services to youth and young adults, including the following: supporting youth/young adult empowerment, working collaboratively with others involved in delivering the youth/young adult's care, and assisting the youth/young adult in developing skills.
 - e. School-Based Therapist (1.0 FTE). This individual will provide evidence-based and best practice therapy within the school system to students and their caregivers. This individual will also collaborate with school administrators, school counselors, and other school staff to strengthen the system for identification of students with mental health needs, assessment and referral to appropriate school or community-based care, progress monitoring, and crisis prevention and intervention.
 - f. School-Based Interventionist (1.0 FTE). This individual will be a non-licensed qualified mental health professional with experience providing care management and behavioral skills training to children with mental health disorders. This individual will provide skill-based groups, such as anger management or social skills, for children meeting the identified population, as well as parent skills groups. Additionally, this individual will collaborate with educators to support the use of effective, individualized plans with identified students and coordinate community-based services and supports.
 - g. Leads for family voice, youth voice, communications and social marketing, and cultural and linguistic competency. It is recommended that these roles be held by different individuals who have interest and experience in the particular area, but some of these roles may be combined when appropriate.
3. In the event team personnel exit their position, Grantee shall ensure that their duties are fully executed by available qualified staff until vacancy is filled. Grantee shall make every attempt to fill the vacancy within 30 days. The Grantee shall not alter the local system of care due to staff vacancies.

D. TRAINING AND TECHNICAL ASSISTANCE

1. Grantee shall participate in training and technical assistance as required provided by TIEMH to:
 - a. Enhance the readiness of the local community to implement the SOC framework.
 - b. Support community infrastructure for SOC, including establishing a governance structure, ensuring family and youth-driven systems, ensuring cultural and linguistic competency at governance and service levels, and developing strong social marketing strategies.
 - c. Develop an array of high-quality services and supports.
 - d. Plan and prioritize implementation activities.
2. Grantee shall attend system of care Grantee meetings as requested by the HHSC Project Director to meet SAMHSA requirements and as included in the Grantee's budget.
3. Grantee shall attend in-state conference and training events as requested by the HHSC

Project Director.

E. SERVICE PROVISION

1. In partnership with local school districts, as well as with other local youth-serving organizations as needed, Grantee shall develop screening and referral processes for children and youth into the system of care.
2. Upon referral, Grantee shall provide an assessment of mental health symptoms, utilizing the Child and Adolescent Needs and Strengths (CANS) assessment for children and youth ages 3 through 17 years old, and the Adult Needs and Strengths Assessment (ANSA) for young adults 18 through 20 years old. Grantee shall administer the trauma screening form (Attachment A-2) to all individuals 3 through 20 years old.
3. For youth in out-of-home placements in residential treatment centers or transitioning out of post-adjudication facilities, Grantee shall maintain weekly contact by conference call with the youth's in-placement case manager and/or therapist.
4. For youth in out-of-home placements, Grantee will participate in discharge planning meetings with the youth's family and the placement staff. Care coordination shall continue during the reunification of the youth and family to provide stability during the transition and prevent recidivism.
5. Grantee shall make available Certified Family Partner services to families of all individuals 3 through 20 years old.
6. Grantee shall make available Youth Peer Support Provider services to youth and young adults ages 12 through 20 years old.

F. COMMUNICATIONS

1. Grantee shall participate in regular communication activities to support the development of the local SOC.
2. Grantee shall collaborate with stakeholders to conduct one or more events in support of Children's Mental Health Awareness Day and other relevant recognition days.
3. Grantee shall facilitate meetings and/or produce materials targeting local leaders regarding the impact and value of an efficient SOC approach for children, youth, and young adults with mental health concerns.
4. Grantee shall produce regular communications (e.g., newsletter, blog) to update local stakeholders on the development of the system of care and progress toward goals in the local system of care strategic plan.

G. EVALUATION AND REPORTING

1. Grantee shall collect and submit to TIEMH and/or SAMHSA the NOMS measures by required timeframes.
 - a. Grantee shall provide \$25 stipends to youth and family members upon completion of the NOMS measures surveys at admission, every six months thereafter, and at discharge.
2. Grantee shall collaborate with TIEMH to measure outcomes of local system of care efforts and contribute to project reports.
3. Grantee shall coordinate with the state level TxSOC Family Engagement Specialist, Youth Engagement Specialist, and Evaluators to facilitate youth and family member

focus groups for evaluation of the system of care.

4. Grantee shall submit quarterly progress/status reports to the HHSC Project Director to include a summary of activities related to and the progress made toward the completion of the deliverables set forth in this Contract, as well as the status, barriers, and recommendations related to the accomplishment of these deliverables. A copy of any supporting materials for assessment activities will also be submitted.

III. PERFORMANCE MEASURES

HHSC will monitor performance requirements in Attachment A and compliance with Attachment C HHSC Uniform, Terms and Conditions. Grantee's performance will be measured in part on the achievement of the following performance measures. Documentation shall be provided to the HHSC Project Director by the dates specified below:

- A. Quarterly progress/status reports, along with copies or drafts of current plans if available, will be submitted to the HHSC Project Director within 15 days of the end of the quarter with the first report due December 15, 2021 and will include:
 1. The count of individuals contacted through program outreach efforts.
 2. The unduplicated count of children, youth, and young adults ages 3 through 20 years old referred to services.
 3. The unduplicated count of children, youth, and young adults ages 3 through 20 years old screened for services.
 4. The unduplicated count of children, youth, and young adults ages 3 through 20 years old who were enrolled in Texas System of Care and for whom National Outcome Measures (NOMs) surveys were completed.
 5. Overview and progress of screening and referral processes for children and youth from the education system and other youth-serving systems into the local system of care.
 6. Progress and accomplishments in developing Memorandum of Understanding/Agreement with local community agencies (e.g. education service centers, school districts, CPS, juvenile justice, community service providers, etc.).
 7. Progress of the provision of services and supports in the system of care.
 8. Progress of the provision of family partner services to family members of children, youth, and young adults.
 9. Progress of the provision of youth peer support services to youth and young adults ages 12 through 20 years old.
 10. Progress and accomplishments made by the local system of care governance board(s).
 11. Progress and accomplishments made in the areas of:
 - i. Youth voice
 - ii. Family voice
 - iii. Social marketing
 - iv. Cultural and linguistic competency
 12. Participation in SOC-related meetings and trainings.

- B. Grantee shall submit the names, credentials, team role(s), phone number, and email address for the Local Project Director; Evaluation Assistant; Youth Peer Support Specialist; Certified Family Partner; School-Based Therapist; School-Based Interventionist; and cultural and linguistic competency and social marketing contacts within 30 days of Contract execution and within 15 days of any changes in staffing.
- C. Grantee shall provide care coordination and services and supports to a target number of 25 children, youth, and young adults. Grantee shall maintain a written service/recovery plan for each youth and will update it accordingly.
- D. Grantee shall submit a strategic plan developed in collaboration with the local governance board for the local system of care no later than February 28, 2023.
- E. Grantee's records shall document services and family and youth engagement for each month a youth is enrolled in services.
- F. Grantee's records shall document minutes of local system of care governance board meetings, which occur monthly.
- G. Grantee shall ensure that at least 50% of families receiving services under this Contract also receive Certified Family Partner services and supports.
- H. Grantee shall ensure that at least 50% of youth and young adults ages 12 through 20 years old receiving services under this Contract also receive Youth Peer Support Provider services and supports.
- I. Grantee shall provide access to client records to the HHSC Project Director and to the TIEMH Clinical Services Lead upon request, including electronic copies and in-person review.
- J. All reports, documentation, and other information required of Grantee shall be submitted electronically to the HHSC Project Director, who is also the Contract Manager, at Kisha.Ledlow@hhs.texas.gov. If HHSC determines Grantee needs to submit deliverables by mail, Grantee shall send the required information to the following address:

Texas Health and Human Services Commission
Office of Mental Health Coordination (Mail Code 1155)
Attn: Kisha Ledlow
6330 E. Hwy 290
Austin, TX 78723
- K. Final Report is due October 15, 2025, to include:
 - 1. Final progress report,
 - 2. Copies of all final plans not previously submitted, and
 - 3. Status of implementation of the local SOC Strategic Plan.

Trauma Screening Form

CLIENT INFORMATION

Child's Name (First)	(Middle)	(Last)	Date of Birth (mm/dd/yyyy)
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SUICIDE RISK: C-SSRS SCREENER (Ages 4 through 20)

Ask questions SR1 and SR2. If the answer is YES to question SR2 then ask questions SR3-SR6. If the answer to SR2 is NO, skip and go directly to question SR6.

N/A Ages 0 to 3

	NO	YES Lifetime History	YES Past Month
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SR1. Wish to be Dead

Have you wished you were dead or wished you could go to sleep and not wake up?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SR2. Non-Specific Suicidal Thoughts

Have you actually had any thoughts of killing yourself? (If answer is NO, skip to question SR6)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SR3. Suicidal Thoughts with Method (without specific plan or intent to act)

Have you thought about how you might do this?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SR4. Suicidal Intent without Specific Plan

Have you had these thoughts and had some intention of acting on them?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SR5. Suicidal Intent with Specific Plan

Have you started to work out or worked out the details of how to kill yourself? Do you intend to carry out this plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SR6. Suicidal Behaviors

Have you done anything, started to do anything or prepared to do anything to end your life?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Overall Suicide Risk

- 0 = NO rating on SR1, SR2 and SR6
- 1 = YES rating on SR1 and/or SR2 (Lifetime or Past Month) and NO rating on SR3, SR4, SR5 and SR6
- 2 = YES rating on SR3 Lifetime, and/or SR4 Lifetime, and/or SR5 Lifetime, and/or SR6 Lifetime
- 3 = YES rating on SR4 Past Month and/or SR5 Past Month and/or SR6 Past 3 Mos.

Item	0	1	2	3
Overall Suicide Risk*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*A rating of 2 or 3 on this item requires the same-day development of a safety plan. It is recommended to do a full risk assessment such as the C-SSRS.

TRAUMATIC EXPERIENCES (Ages 3 through 20)

Child Trauma Experiences

- 0 = No evidence of any trauma of this type
- 1 = Mild exposure, a single incident or suspicion of this trauma
- 2 = Multiple incidents or a moderate degree of this trauma
- 3 = Repeated and severe incidences of this trauma

Item	0	1	2	3
Neglect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual Abuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Abuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emotional Abuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Trauma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Violence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Violence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Violence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural or Manmade Disasters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
War/Terrorism Affected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Witness to Criminal Activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Criminal Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disruption in Caregiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exploitation Experiences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accident (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Traumatic Stress Symptoms

- 0 = No evidence of any needs or symptoms
- 1 = History of symptoms or current mild symptoms; watch/prevent
- 2 = Moderate symptoms that impact functioning
- 3 = Severe symptoms or reactions; requires immediate/intensive action

Item	0	1	2	3
Adjustment to Trauma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Traumatic Grief/Separation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Re-experiencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hyperarousal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Avoidance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dissociation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emotional/Physical Dysregulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUICIDE RISK C-SSRS SCREENER (AGES: 4-20)

The Columbia–Suicide Severity Rating Scale (C-SSRS) Screener is a screening tool that evaluates suicidal ideation and behavior. It is adapted from the full C-SSRS developed by the Columbia University Center for Suicide Risk Assessment. This best practice scale has been used extensively to screen suicidality. The Suicide Risk C-SSRS Screener Domain must be completed for all children ages 4 and above. This domain consists of two sections: 1) C-SSRS Screener and 2) the Overall Suicide Risk. **N/A: This domain is not applicable for children 0-3 years old.**

Section 1, C-SSRS Screener, consists of six items that convey a question about the child’s suicide risk in the past 1-3 months and the lifetime history of suicide.

Instructions on how to complete the Suicide Risk C-SSRS Screener Domain:

- Complete Section 1, **C-SSRS Screener** as follows:
For every youth as question 1 (SR1) and question 2 (SR2).
 - If the answer is YES to question 2 (SR2), then ask questions 3 to 6 (SR3, SR4, SR5 and SR6).
 - If the answer is NO to question 2 (SR2), skip questions 3-5 and go directly to question 6 (SR6) and complete question 6 (SR6).
- Once section 1 has been completed, complete section 2, the **Overall Suicide Risk** Item.
 - Please determine the Overall Suicide Risk CANS score utilizing the following action levels

Action Levels of Suicide Risk (C-SSRS Screener) Items

0	“NO” response to SR1 and SR2 and SR6
1	“YES” response on SR1 and/or SR2 (Lifetime or Past Month) but “NO” SR3, SR4, SR5, SR6
2	“YES” response on SR3 (Lifetime or Past Month) and/or SR4 (Lifetime not in Past Month) and/or SR5 (Lifetime but not Past Month) and/or SR6 (Lifetime but not Past 3 Months)
3	“YES” response on SR4 (in Past Month) and/or SR5 (in Past Month) SR6 (in Past 3 Months)

SR1: WISH TO BE DEAD

This item rates whether a youth has wished or wanted to be dead.

<i>Question(s): Have you wished you were dead or wished you could go to sleep and not wake up?</i>	Ratings & Descriptions	
	No	The youth has never experienced a wish to be dead or to go to sleep and not wake up.
	Yes – Lifetime	The youth has experienced a wish to be dead or to go to sleep and not wake up in his/her lifetime, but not in the past month.
	Yes – Past Month	The youth has experienced a wish to be dead or to go to sleep and not wake up in the past month.

SR2: NON-SPECIFIC ACTIVE SUICIDAL THOUGHTS (If "NO," skip to SR6)

This item rates whether a youth has ever had any thoughts of killing him/herself.

<p><i>Question(s):</i> Have you actually had any thoughts of killing yourself?</p>	Ratings & Descriptions	
	No	Youth has never had any thoughts of killing him/herself.
	Yes – Lifetime	Youth has had thoughts of killing him/herself, but has not experienced these thoughts in the past month.
	Yes – Past Month	Youth has had thoughts of killing him/herself in the past month.

If youth scored YES in item SR2, complete items SR3 to item SR6.

If youth scored NO in item SR2, skip SR3-SR5 and go directly to item SR6.

SR3: SUICIDAL THOUGHTS With METHOD (without specific plan or intent to act)

This item rates whether a youth has thought about a method to use for killing him/herself.

<p><i>Question(s):</i> Have you thought about how you might do this?</p>	Ratings & Descriptions	
	No	Youth has never thought about a method to use for killing him/herself.
	Yes – Lifetime	Youth has had thoughts during his/her lifetime, but not in the past month, about a method to use for killing him/herself.
	Yes – Past Month	Youth has had thoughts during the past month about a method to use for killing him/herself.

SR4: SUICIDAL INTENT WITHOUT PLAN

This item rates whether a youth has some intention to act on thoughts of killing him/herself.

<p><i>Question(s):</i> Have you had these thoughts and had some intention of acting on them?</p>	Ratings & Descriptions	
	No	Youth has never had any intention of acting on thoughts of killing him/herself.
	Yes – Lifetime	Youth has had an intention during his/her lifetime, but not in the past month, of acting on thoughts of killing him/herself.
	Yes – Past Month	Youth has had an intention during the past month to act on thoughts of killing him/herself.

SR5: SUICIDAL INTENT WITH PLAN

This item rates whether a youth has started working out the details or has worked out the details, and has created a plan that is intended for use in killing him/herself.

<p><i>Question(s):</i> Have you started to work out or worked out the details of how to kill yourself? Do you intend to carry out this plan?</p>	Ratings & Descriptions	
	No	Youth has never started to work out the details or created a plan to kill him/herself.
	Yes – Lifetime	During his/her lifetime, but not in the past month, youth has started to work out the details or worked out the details of killing him/herself.
	Yes – Past Month	In the past month, youth has started to work out the details or has worked out the details of how to kill him/herself.

SR6: SUICIDAL BEHAVIORS

This item rates whether the youth has ever done anything, started to do anything, or prepared to do anything to end his/her life.

*Question(s):
Have you done anything, started to do anything, or prepared to do anything to end your life?*

Examples: Collected pills, obtained a gun, given away valuables, written a will or suicide note, taken out pills but didn't swallow any, held a gun but changed your mind or gun was grabbed from your hand, went to the roof but didn't jump; or actually took pills, tried to shoot yourself, cut yourself, tried to hang yourself, etc.

If YES, ask How long ago did you do any of these? (Please rate accordingly)

Ratings & Descriptions

- No Youth has never done anything, started to do anything, or prepared to do anything to end his/her life.

- Yes – Lifetime During his/her lifetime, but not in the past three months, youth has done something, started to do something, or prepared to do something to end his/her life.

- Yes – Past Month During the past three months, youth has done something, started to do something, or prepared to do something to end his/her life.

OVERALL SUICIDE RISK*

Please use the following scale to calculate an overall suicide risk rating for the youth.

*For Raters:
Please score this item using the responses for items SR1-SR6.*

Ratings & Descriptions

- 0 "NO" response to SR1 and SR2 and SR6

- 1 "YES" response on SR1 and/or SR2 (Lifetime or Past Month) but "NO" on SR3, SR4, SR5, and SR6

- 2* *"YES" response on SR3 (Lifetime or Past Month) and/or SR4 (Lifetime but not in Past Month) and/or SR5 (Lifetime but not Past Month) and/or SR6 (Lifetime but not Past 3 Months).

- 3* *"YES" response on SR4 (in Past Month) and/or SR5 (in Past Month) and/or SR6 (in Past 3 Months).

*** Scoring of 2 or 3 on this item requires the same-day development of Safety Plan. It is recommended to do a full risk assessment, such as the full C-SSRS. An example of a safety plan can be found in Appendix I of the Texas CANS 2.0. A referral to immediate crisis services is recommended when the youth scores 2 or 3 on this item.**

TRAUMATIC EXPERIENCES (AGES: 3 - 20)

This domain screens for exposure to potentially traumatic events or adverse childhood experiences the youth have had in their lifetime, and rates the current severity of the symptoms related to traumatic or adverse childhood events that may result in adverse effects in the youth functioning as a result of their trauma exposure. This domain incorporates the items and definitions of the *Child and Adolescent Needs and Strengths (CANS)-Trauma Comprehensive Version Manual: A comprehensive informational integration tool for children and adolescents exposed to traumatic events, 2010*.

CHILD TRAUMA EXPERIENCES

This section of the Traumatic Experiences Domain screens and rates for exposure to potentially adverse childhood events or childhood traumatic events that the youth has experienced or witnessed as physically or emotionally harmful, or life threatening or scary that have created lasting adverse effects on the youth's functioning. This section utilizes a different action level scale to rate the severity and number of exposure to traumatic events as described in each item. The action level scale for the "Child Trauma Experiences" Items are rated as follows:

Action Levels For Potentially Traumatic Adverse Childhood Experiences/Child Trauma Experiences Items

- | | |
|---|--|
| 0 | No evidence of any trauma of this type |
| 1 | A single incident or trauma occurred or suspicion exists of this type of trauma |
| 2 | Multiple incidents or a moderate degree trauma of this type |
| 3 | Repeated and severe incidences of trauma of this type with medical/physical consequences |

INSTRUCTIONS:

I am going to ask you (your child) a series of questions about things that happen to some people or that may have happened to you (your child) that can be scary, dangerous, or violent where you (your child) or someone else may have been hurt or seriously injured.

Some of these questions may bring up intense emotions or memories. You may feel free to ask to take a break during this section.

****These ratings are made based on LIFETIME exposure to trauma or adverse childhood experiences.****

NEGLECT

This item rates the severity of neglect an individual has experienced. Neglect can refer to a lack of food, shelter or supervision (physical neglect) or a lack of access to needed medical care (medical neglect) or failure to receive academic instruction (educational neglect).

Question(s):	Ratings & Descriptions
<i>Have you ever been left alone or with your siblings but without adult supervision?</i>	0 There is no evidence that youth has experienced neglect.
<i>Has your family/caregiver ever withheld or denied giving you food, medical treatment, or education when you needed it?</i>	1 Youth has experienced minor or occasional neglect. Youth may have been left at home alone for a number of hours with no adult supervision or there may be occasional failure to provide adequate supervision of youth.
<i>Have you ever left your child alone without adult supervision?</i>	2 Youth has experienced a moderate level of neglect. Youth may have been left home alone overnight or there may be occasional failure to provide adequate food, shelter, or clothing with corrective action.
<i>Has someone ever withheld or denied giving your child food, medical treatment, or education?</i>	3 Youth has experienced a severe level of neglect including multiple and/or prolonged absences (e.g., a day or more) by adults, without minimal supervision, and failure to provide basic necessities of life on a regular basis.

SEXUAL ABUSE

This item rates the youth's experience of sexual abuse.

Question(s):
Has someone ever touched your (your child's) private parts when you didn't want them to?
Has someone ever forced you (your child) to have sex with them?

Ratings & Descriptions

- 0 There is no evidence the youth has experienced sexual abuse.
-
- 1 There is a suspicion that the youth has experienced sexual abuse with some degree of evidence or the youth has experienced "mild" sexual abuse including but not limited to direct exposure to sexually explicit materials. Evidence for suspicion of sexual abuse could include evidence of sexually reactive behavior as well as exposure to a sexualized environment or Internet predation. Youth who have experienced secondary sexual abuse (e.g., witnessing sexual abuse, having a sibling sexually abused) also would be rated here.
-
- 2 Youth has experienced one or a couple of incidents of sexual abuse that were not chronic or severe. This might include a youth who has experienced molestation without penetration on a single occasion.
-
- 3 Youth has experienced severe or chronic sexual abuse with multiple episodes or lasting over an extended period of time. This abuse may have involved penetration, multiple perpetrators, and/or associated physical injury.

PHYSICAL ABUSE

This item rates the youth's experience of physical abuse.

Question(s):
Have you (your child) ever been hit, punched, kicked, or beaten at home or somewhere else?

Ratings & Descriptions

- 0 There is no evidence that the youth has experienced physical abuse.
-
- 1 There is a suspicion that youth has experienced physical abuse, but no confirming evidence. Spanking that does not leave marks or does not use items such as cords or belts would be included. The threat of physical harm without actual harm inflicted also qualifies here.
-
- 2 Youth has experienced a moderate level of physical abuse. This may include one or more incidents of physical punishment (e.g., hitting, punching) or intentional harm that results in injuries, such as bruises or marks. It may also include use of items such as cords or belts.
-
- 3 Youth has experienced severe and repeated physical abuse with intent to do harm and/or that causes sufficient physical harm to necessitate hospital treatment.

EMOTIONAL ABUSE

This item rates the degree of severity of emotional abuse, including verbal and nonverbal forms. This item includes both "emotional abuse," which would include psychological maltreatment such as insults or humiliation towards a youth and/or "emotional neglect" defined as the denial of emotional attention and/or support from caregivers.

Question(s):
Have you (your child) ever had someone at home insult you, scream at you, call you names, or humiliate you in a way that was scary for you or that made you feel hurt or bad?

Ratings & Descriptions

- 0 There is no evidence that youth has experienced emotional abuse.
-
- 1 Youth has experienced mild emotional abuse. For instance, youth may experience some insults or is occasionally referred to in a derogatory manner by caregivers or may have been at times denied emotional support by caregivers.
-
- 2 Youth has experienced a moderate degree of emotional abuse. For instance, youth may be consistently denied emotional attention from caregivers, insulted or humiliated on an ongoing basis, or intentionally isolated from others.
-
- 3 Youth has experienced significant or severe emotional abuse over an extended period of time (at least one year). For instance, youth is completely ignored by caregivers, or threatened/terrorized by others.

MEDICAL TRAUMA

This item rates the severity of medical trauma experienced by the youth. Not all medical procedures are experienced as traumatic. Medical trauma results when a medical experience is **perceived by the youth** as mentally or emotionally overwhelming. Potential medical traumas include, but are not limited to, the following examples: the onset of a life threatening illness; sudden painful medical events; chronic medical conditions resulting from an injury or illness or another type of traumatic event. Medical procedures or surgical procedures experienced by the youth that are perceived as traumatic are rated here.

<p><i>Question(s):</i> Have you (your child) ever had a painful or scary medical procedure, medical treatment, or surgery when you were sick or injured?</p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that the youth has experienced any medical trauma.</p> <hr/> <p>1 Youth has had a medical experience that was mildly overwhelming for the youth. Examples include events that were acute in nature and did not result in ongoing medical needs and associated distress such as minor surgery, stitches or a bone setting.</p> <hr/> <p>2 Youth has had a medical experience that was perceived as moderately emotionally or mentally overwhelming. Such events might include acute injuries and moderately invasive medical procedures such as major surgery that require only short term hospitalization.</p> <hr/> <p>3 Youth has had a medical experience that was perceived as extremely emotionally or mentally overwhelming. The event itself may have been life threatening and may have resulted in chronic health problems that altered the youth's physical or mental functioning.</p>
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FAMILY VIOLENCE

This item describes the severity of exposure/observation of family violence. A youth who directly experienced family violence or witnessed family violence is rated here.

<p><i>Question(s):</i> Have you (your child) ever seen or heard a family member being hit, punched, kicked, or beaten?</p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that youth has witnessed family violence</p> <hr/> <p>1 Youth has witnessed one episode of family violence and there was no lasting injury.</p> <hr/> <p>2 Youth has witnessed/experienced repeated episodes of family violence, but no significant injuries (i.e., requiring emergency medical attention) have been witnessed.</p> <hr/> <p>3 Youth has witnessed/experienced repeated and severe episodes of family violence or has intervened in one or more episodes of family violence. Significant injuries have occurred and have been witnessed (i.e., seen or heard) by the youth as a direct result of the violence.</p>
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COMMUNITY VIOLENCE

This item rates the severity of exposure to community violence.

<p><i>Question(s):</i> <i>Have you (your child) ever directly experienced, seen, or heard people being hit, punched, stabbed, kicked, shot, or killed in your neighborhood or community?</i></p> <p><i>Have you (your child) ever been a victim of or witnessed criminal activity in your neighborhood or community?</i></p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that youth has witnessed or experienced violence in the community.</p> <hr/> <p>1 Youth has witnessed occasional fighting or other forms of violence in the community. Youth has not been directly impacted by the community violence (i.e., violence not directed at self, family, or friends) and exposure has been limited.</p> <hr/> <p>2 Youth has witnessed multiple instances of community violence and/or the significant injury of others in his/her community, or has had friends/family members injured as a result of violence or criminal activity in the community, or is the direct victim of violence/criminal activity that was not life threatening.</p> <hr/> <p>3 Youth has witnessed or experienced severe and repeated instances of community violence and/or the death of another person in his/her community as a result of violence, or is the direct victim of violence/criminal activity in the community that was life threatening, or has experienced chronic/ongoing impact as a result of community violence (e.g., family member injured and no longer able to work).</p>
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SCHOOL VIOLENCE

This item rates the severity of exposure to school violence.

<p><i>Question(s):</i> <i>Have you (your child) ever directly experienced, seen, or heard you or someone else being hit, punched, or involved in a fight at school?</i></p> <p><i>Have you ever been bullied at school?</i></p> <p><i>Have there ever been violent attacks or deaths in your school?</i></p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that youth has witnessed violence in the school setting.</p> <hr/> <p>1 Youth has witnessed occasional fighting or other forms of violence in the school setting. Youth has not been directly impacted by the violence (i.e., violence not directed at self or close friends) and exposure has been limited.</p> <hr/> <p>2 Youth has witnessed multiple instances of school violence and/or the significant injury of others in his/her school setting, or has had friends injured as a result of violence or criminal activity in the school setting, or has directly experienced violence in the school setting leading to minor injury.</p> <hr/> <p>3 Youth has witnessed repeated and severe instances of school violence and/or the death of another person in his/her school setting, or has had friends who were seriously injured as a result of violence or criminal activity in the school setting, or has directly experienced violence in the leading to significant injury or lasting impact.</p>
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NATURAL OR MAN-MADE DISASTERS

This item rates the severity of exposure to either natural or manmade disasters.

Question(s):

Have you (your child) ever been in a disaster, such as a tornado, flooding, hurricane, or wildfire?

Have you (your child) ever experienced an accident or explosion caused by another person?

(If yes)

Was someone hurt?

Ratings & Descriptions

- 0 There is no evidence that youth has experienced any natural or man-made disaster.
-
- 1 Youth has been exposed to disasters second-hand (e.g., on television, hearing others discuss disasters). This would include second-hand exposure to natural disasters such as a fire, earthquake, or man-made disaster, including car accident, plane crash, or bombing.
-
- 2 Youth has been directly exposed to a disaster or witnessed the impact of a disaster on a family or friend. For instance, a youth may observe a caregiver who has been injured in a car accident or fire or watch his neighbor's house burn down.
-
- 3 Youth has been directly exposed to multiple or severe natural or man-made disasters and/or a disaster that caused significant harm or death to a loved one or there is an ongoing impact or life disruption due to the disaster (e.g., house burns down, caregiver loses job).

WAR/TERRORISM AFFECTED

This item rates the severity of exposure to war, political violence, or torture, and it also rates the degree to which a child has been affected by terrorism. Terrorism is defined as "the calculated use of violence or threat of violence to inculcate fear, intended to coerce or to intimidate governments or societies in the pursuit of goals that are generally politically, religious or ideological." Terrorism includes attacks by individuals acting in isolation (e.g., sniper attacks).

Question(s):

Have you (your child) ever been in a place where there was war?

Have you (your child) experienced an act of terrorism in your community?

Was someone injured, tortured, or killed during the war or terrorist attacks?

(If yes)

Were you or your family forced to move out of your community because it was dangerous, people were killed, or there were bombings or fighting?

Have you and your family ever lived in a refugee camp?

Ratings & Descriptions

- 0 No evidence that youth has been exposed to war, political violence, terrorism, or torture.
-
- 1 Youth did not live in war or refugee camp, but family was affected by war. Family members directly related to the youth may have been exposed to war, political violence, or torture; family may have been forcibly displaced due to the war. This does not include youth who have lost one or both parents during the war. Rate here when the youth's community has experienced an act of terrorism, but the youth was not directly impacted. The exposure of the youth has been limited to pictures seen through media.
-
- 2 Youth has been affected by war, or political violence. He or she may have witnessed others being injured in the war, may have family members who were hurt or killed in the war, and may have lived in an area where bombings or fighting took place. Youth may have lost one or both parents during the war or one or both parents may be so physically or psychologically disabled from war so that they are not able to provide adequate caretaking of youth. Youth may have spent extended amount of time in refugee camp.
Rate here when the youth has been affected by terrorism within his/her community, but did not directly witness the attack. Youth may live near the area where attack occurred and be accustomed to seeing the infrastructure that was disrupted due to attack (e.g., utilities or school), and youth may see signs of the attack in neighborhood. Youth may know people who were injured in the attack.
-
- 3 Youth has experienced the direct effects of war. Youth may have feared for his/her own life during war or terrorism due to bombings or shelling very near to him/her. Youth may have been directly injured, tortured, kidnapped, or injured in a terrorist attack. Youth may have served as a soldier, guerrilla, or other combatant in his/her home country. Rate here when youth has witnessed the death of another person in a terrorist attack, or has had friends or family members seriously injured as a result of terrorism, or has directly been injured by terrorism leading to significant injury or lasting impact.

WITNESS/VICTIM TO CRIMINAL ACTIVITY

This item rates the severity of exposure to criminal activity. Criminal behavior includes any behavior for which an adult could go to prison including drug dealing, child sexual exploitation, assault, or battery.

<p><i>Question(s):</i> Have you (your child) ever been a victim and/or a witness to a crime such as drug dealing, prostitution, robbery, assault? (If yes) Was someone injured, threatened, or killed?</p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that the youth has been victimized or witnessed significant criminal activity.</p> <hr/> <p>1 There is a strong suspicion or evidence that the youth is a witness of at least one significant criminal activity. For instance, a youth may have been exposed to one type of criminal event but without necessarily having a direct impact on the youth.</p> <hr/> <p>2 Youth has witnessed multiple incidents or types of criminal activities. Youth is a direct victim of criminal activity, and/or witnessed the victimization of a family member or friend. This could include exposure to more than one type of criminal activity, or exposure to ongoing drug use, drug dealing, or child sexual exploitation without causing injury or harm to the youth.</p> <hr/> <p>3 Youth has been exposed to chronic and/or severe instances of criminal activity and/or is a direct victim of criminal activity that was life threatening or caused significant physical harm or youth witnessed the death of a loved one. This could include chronic or significant exposure to criminal activity in multiple forms or direct involvement in these activities which may put them at significant risk of harm (e.g., in middle of drug dealing, may be forced into child sexual exploitation, etc.)</p>
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PARENTAL CRIMINAL BEHAVIOR (birth parents & legal guardians only)

This item rates the criminal behavior of both biological and stepparents, and other legal guardians, not foster parents.

<p><i>Question(s):</i> Have your parents or family (or any legal guardian) been involved in criminal activities or ever been in jail?</p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that youth's parents have ever been engaged in the criminal justice system.</p> <hr/> <p>1 One of youth's parents has a history of criminal behavior AND involvement in the justice system, but youth has not been in contact with this parent for at least one year.</p> <hr/> <p>2 One of youth's parents has a history of criminal behavior resulting in a conviction or incarceration and youth has been in contact with this parent in the past year.</p> <hr/> <p>3 Both of youth's parents have history of criminal behavior resulting in incarceration.</p>
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DISRUPTIONS IN CAREGIVING/ATTACHMENT LOSSES

This item rates the extent to which the youth has been exposed to disruptions in caregiving involving separation from primary attachment figure(s) and/or attachment losses. Youth who have had placement changes including stays in foster care, residential treatment facilities, or juvenile justice settings can be rated here. Short term hospital stays or brief juvenile detention stays, during which the youth’s caregiver remains the same, would not be rated on this item.

<p><i>Question(s):</i> <i>Have you (your child) ever lived apart from your parents/caregivers?</i> <i>If yes, how long have you (your child) lived apart from your parents/caregivers?</i> <i>What happened that resulted in you (your child) living apart from your parents/caregivers?</i></p>	<p>Ratings & Descriptions</p> <p>0 There is no evidence that the youth has experienced disruptions in caregiving and/or attachment losses.</p> <hr/> <p>1 Youth may have experienced one disruption in caregiving but was placed with a familiar alternative caregiver, such as a relative (e.g., youth shifted from care of biological mother to paternal grandmother). Youth may or may not have had ongoing contact with primary attachment figure(s) during this disruption. Shift in caregiving may be temporary or permanent.</p> <hr/> <p>2 Youth has been exposed to 2 or more disruptions in caregiving with known alternate caregivers, or the youth has had at least one disruption involving placement with an unknown caregiver. Youth who have been placed in foster or other out-of-home care such as residential care facilities would be rated here.</p> <hr/> <p>3 Youth has been exposed to multiple/repeated placement changes (i.e., 3+ placements with a known caregiver or 2+ with unknown caregiver) resulting in caregiving disruptions in a way that has disrupted various domains of a youth’s life (i.e., loss of community, school placement, peer group). Examples would include a youth in several short-term unknown placements (i.e., moved from emergency foster care to additional foster care placements and/or multiple transitions in and out of the family-of-origin (i.e., several cycles of removal and reunification).</p>
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EXPLOITATION EXPERIENCES

This item rates the history and level of current risk of exploitation of the youth by others. Exploitation refers to the action or fact of treating someone unfairly in order to benefit from them or make use of someone and benefit from his/her resources. Exploitation of a youth can include: bullying/coercing someone to get a benefit (homework, financial/money, identity documentation or other resources), victimization such as child sexual exploitation, forced labor, or human trafficking.

<p><i>Question(s):</i> <i>Have you (your child) ever been bullied?</i> <i>Have you ever felt taken advantage of or manipulated into doing something that you didn’t want to do?</i> <i>Have you (your child) ever been forced to do something against your will?</i></p>	<p>Ratings & Descriptions</p> <p>0 No evidence of exploitation against the youth or no significant history of youth being exploited within the past year; the youth may have been robbed or bullied on one or more occasions in the past, but no pattern of exploitation exists; youth is not presently at risk for re-exploitation.</p> <hr/> <p>1 Youth has a history of being exploited but has not been exploited, bullied or victimized in the past year and is not presently at risk of re-exploitation.</p> <hr/> <p>2 Youth has been exploited within the past year but is not currently in acute risk of re-exploitation; this might include physical or sexual abuse, significant psychological abuse by family or friend, extortion or violent crime.</p> <hr/> <p>3 Youth has been recently exploited and/or is in acute risk of re-exploitation; examples include child sexual exploitation, being forced into parentified roles and responsibilities, and living with an abusive relationship.</p>
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ACCIDENT

This item rates a sudden or unexpected event that may result in unintentional injury or body lesion that is the main cause of ill health, loss, suffering, disability or death in an individual. This event can be considered an unfortunate or undesirable happening, a casualty, catastrophe, or disaster. The nature of this event can be natural, mechanical, chemical, electrical, thermal, radiant, or as insufficiency of a vital element (e.g., oxygen). The following are examples of events that are considered accidents that can be rated under this item: motor vehicle accident, drowning, unintended explosion, electrocution, poisoning, unintentional fires, and falls.

Note: The type of accident experienced by the youth should be recorded on the Texas CANS 2.0 Rating Sheet. When entering the rating of this item into eCANS, please use the Add Comments box to describe the type of accident experienced by the youth.

<p><i>Question(s):</i> <i>Have you (your child) ever been in an accident, such as a fall, car accident, poisoning, or any other unintentional/ unfortunate event?</i></p> <p><i>(If yes)</i> <i>Was someone injured or killed?</i></p>	<p>Ratings & Descriptions</p>	
	0	<p>There is no evidence that the youth has experienced an accident.</p>
		<p>Youth has experienced an accident that was mildly overwhelming for the youth.</p>
	1	<p>The accident did not result in ongoing medical needs and associated distress such as stitches, bone setting, or a minor surgery.</p>
		<p>Youth has had an accident that was perceived as moderately emotionally or mentally overwhelming. The accident resulted in acute injuries and moderately</p>
2	<p>invasive medical procedures such as a major surgery that require a short term hospitalization.</p>	
	<p>Youth has experienced a major accident, or the accident was perceived as</p>	
3	<p>extremely emotionally or mentally overwhelming. The accident may have been life threatening, or may have resulted in chronic health problems that altered the youth's physical functioning. The accident may have caused a death or major loss.</p>	

TRAUMATIC STRESS SYMPTOMS

This section rates the severity of the symptoms and a range of reactions of the youth may exhibit in response to any of the variety of traumatic experiences described in the above section (Child Traumatic Experiences). The youth reactions may interfere with his or her daily life and ability to function and interact with others. Unlike the “Child Traumatic Experiences” section of this domain, **this section is rated based on how the child is doing over the past 30 days**. For the initial CANS, the presence of symptoms or reactions can be rated outside the past 30 days if those reactions or symptoms are related to the reason why youth is in need of services or treatment. All items in the “Traumatic Stress Symptoms” section are rated according to the action levels of the Severity of the Traumatic Stress Symptoms scale.

Action Levels For Youth Traumatic Stress Symptoms

0	No evidence of any needs or symptoms.
1	Youth has history of symptoms in response to a traumatic event but there is no evidence that the symptoms or reactions currently impact the youth’s functioning or successful treatment has been completed and youth has recovered. Preventative activities may be needed to prevent the re-occurrence of these symptoms; OR youth experiences mild symptoms related to child traumatic stress. Mild symptoms may need to be addressed in recovery and/or service plan depending the impact of these symptoms in the child’s daily functioning and ability to cope and interact with others. This requires monitoring.
2	Youth experiences Moderate symptoms or reactions to traumatic event that impact the youth’s functioning. The presence of these symptoms requires to take action in the recovery and/or service plan to ensure that this identified symptom, reaction, need or risk behavior is addressed.
3	Youth experiences Severe symptoms or reactions to traumatic event that severely impact the youth’s functioning. Requires immediate or intensive action (services or treatment) to address the need.

Note: If a youth rating is “1” because the youth experiences mild symptoms, then an action to address these symptoms must be considered when developing the recovery and/or service plan.

INSTRUCTIONS

Now I am going to ask you questions about the reactions that you (your child) have had since the events that happened to you (your child) and how do you feel or deal with them.

Some of these questions may bring up intense emotions or memories. You may feel free to ask to take a break during this section.

ADJUSTMENT TO TRAUMA

This item is used to describe the youth who is having difficulties adjusting to a traumatic experience, as defined by the youth. This is one item where speculation about why a person is displaying a certain behavior is considered. There should be an inferred link between the trauma and behavior.

Note: This item allows you to rate the overall severity of the broad range of trauma-related symptoms the youth may be experiencing. The remaining items on the Texas CANS 2.0 will allow you to also rate each of the specific types of symptoms.

*Question(s):
Since the event, how are you (your child) adjusting?
Are you (your child) experiencing any changes in behavior or reacting differently to your daily activities?*

Ratings & Descriptions

- | | |
|----------|---|
| 0 | No evidence that youth has experienced a traumatic life event, OR youth has adjusted well to traumatic/adverse experiences. |
| 1 | The youth has experienced a traumatic event and there are some changes in his/her behavior that are controlled by caregivers. These symptoms are expected to ease with the passage of time and therefore no current intervention is warranted. Youth may be in the process of recovering from a more extreme reaction to a traumatic experience, which may require a need to watch these symptoms or engage in preventive action. |

ADJUSTMENT TO TRAUMA continued

	2	Clear evidence of adjustment problems associated with traumatic life event(s). Symptoms can vary widely and may include sleeping or eating disturbances, regressive behavior, behavior problems or problems with attachment. Adjustment is interfering with youth's functioning in at least one life domain. Infants may have developmental regression, and/or eating and sleeping disturbance. Older children may have all of the above as well as behavior symptoms, tantrums, and withdrawn behavior.
	3	Clear evidence of debilitating level of trauma symptoms that makes it virtually impossible for the youth to function in any life domain including symptoms such as flashbacks, nightmares, significant anxiety, intrusive thoughts, and/or re-experiencing trauma (consistent with PTSD).

TRAUMATIC GRIEF / SEPARATION

This item rates the level of traumatic grief the youth is experiencing due to death or loss/separation from significant caregivers, siblings, or other significant figures.

<p><i>Question(s):</i> <i>Since the event, have you (your child) experienced loss or have you (your child) been feeling very sad?</i> <i>How have you (your child) been dealing with the loss or feelings of sadness since the event?</i></p>	Ratings & Descriptions	
	0	There is no evidence that the youth is experiencing traumatic grief reactions or separation from the loss of significant caregivers. Either the youth has not experienced a traumatic loss (e.g., death of a loved one) or the youth has adjusted well to separation.
	1	Youth is experiencing a mild level of traumatic grief due to death or loss/separation from a significant person in a manner that is expected and/or appropriate given the recent nature of loss or separation.
	2	Youth is experiencing a moderate level of traumatic grief or difficulties with separation in a manner that impairs functioning in some, but not all areas of daily functioning. This could include withdrawal or isolation from others or other problems with day-to-day functioning.
	3	Youth is experiencing significant traumatic grief reactions. Youth exhibits impaired functioning across most or all areas (e.g., interpersonal relationships, school) for a significant period of time following the loss or separation. Symptoms require immediate or intensive intervention.

RE-EXPERIENCING

This item rates symptoms that consist of intrusive memories or reminders of traumatic events, including nightmares, flashbacks, intense reliving of the events, and repetitive play with themes of specific traumatic experiences. These symptoms are part of the DSM criteria for PTSD.

Question(s):

Since the event, have you (your child) been remembering the event?

Are the memories of what happened interrupting your daily life?

Do you feel like you have moments in which you are reliving what happened, like it's happening again in your mind?

Do you have nightmares about what happened?

For the Caregiver:

Does your child talk a lot about what happened or tell the story of what happened on a frequent basis?

Does your child's play time include playing with themes related to the events that happened?

Ratings & Descriptions

- 0 Youth has no evidence of intrusive symptoms.
-
- 1 Youth has some problems with re-experiencing symptoms, such as occasional intrusive thoughts, distressing memories, and/or nightmares about traumatic events.
-
- 2 Youth has moderate difficulties with re-experiencing, such as frequent intrusive symptoms/distressing memories. Youth may have recurrent frightening dreams (i.e., multiple times a week) with or without recognizable content or recurrent distressing thoughts, images, perceptions or memories of traumatic events. Youth may exhibit trauma-specific reenactments through repetitive play with themes of trauma or intense physiological reactions (i.e., racing heart, somatic complaints) to exposure to traumatic cues. These symptoms interfere with youth's functioning in at least one area.
-
- 3 Youth has significant problems with re-experiencing, such as frequent and overwhelming intrusive symptoms/distressing memories. Youth may exhibit trauma-specific reenactments that include sexually or physically harmful behavior that could be traumatizing to other youth or sexual play with adults or related behaviors that put the safety of the youth or others at risk. Youth may also exhibit persistent flashbacks, delusions or hallucinations related to the trauma that impede the youth's functioning in multiple areas.

HYPERAROUSAL

This item rates symptoms that include difficulty falling or staying asleep, irritability or outbursts of anger, difficulty concentrating, hypervigilance, and/or exaggerated startle response. Youth may also commonly manifest physical symptoms such as stomachaches and headaches. These symptoms are part of the DSM criteria for PTSD.

Question(s):

Since the event, have you been feeling more jumpy than usual or more irritable?

When you think about the event, do you have a strong reaction emotionally or physically? If yes, what do you experience?

Ratings & Descriptions

- 0 Youth has no evidence of hyperarousal symptoms.
-
- 1 Youth exhibits mild hyperarousal that does not significantly interfere with his or her day-to-day functioning. Youth may also occasionally manifest distress-related physical symptoms such as stomachaches and headaches.
-
- 2 Youth has moderate symptoms of hyperarousal or physiological reactivity associated with the traumatic event(s). The youth may exhibit one significant symptom or a combination of two or more of the following symptoms: difficulty falling or staying asleep, irritability or outbursts of anger, difficulty concentrating, hypervigilance, and/or exaggerated startle response. Youth who commonly manifest distress-related physical symptoms such as stomach-aches and headaches would be rated here. Symptoms are distressing for the youth and/or caregiver(s) and negatively impact day-to-day functioning.
-
- 3 Youth exhibits multiple and or severe hyperarousal symptoms including alterations in arousal and physiological and behavioral reactivity associated with traumatic event(s). This may include difficulty falling or staying asleep, irritability or outbursts of anger, difficulty concentrating, hypervigilance, and/or exaggerated startle response. The intensity or frequency of these symptoms are overwhelming for the youth and impede day-to-day functioning in many areas.

AVOIDANCE

This item rates symptoms that include efforts to avoid stimuli associated with traumatic experiences. These symptoms are part of the DSM criteria for PTSD.

<p><i>Question(s):</i> <i>Since the event, do you (your child) avoid things that remind you or make you think about the event?</i></p> <p><i>Do you avoid being near people, places, or certain things so you won't remember what happened?</i></p>	<p>Ratings & Descriptions</p> <p>0 Youth has no evidence of avoidance symptoms.</p> <hr/> <p>1 Youth exhibits some avoidance. This youth may exhibit one primary avoidant symptom, including efforts to avoid thoughts, feelings, or conversations associated with the trauma.</p> <hr/> <p>2 Youth has moderate symptoms of avoidance. In addition to avoiding thoughts or feelings associated with the trauma, the youth may also avoid activities, places, or people that arouse recollections of the trauma.</p> <hr/> <p>3 Youth exhibits significant or multiple avoidant symptoms. This youth may avoid thoughts and feelings as well as situations and people associated with the trauma and be unable to recall important aspects of the trauma.</p>
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NUMBING

This item rates symptoms that include numbing responses that are part of the DSM criteria for PTSD. These responses were not present before the trauma.

<p><i>Question(s):</i> <i>Since the event, do you (your child) ever feel as though you are in a cloud or fog where you don't feel or react to anything (feel numb)?</i></p>	<p>Ratings & Descriptions</p> <p>0 Youth has no evidence of numbing responses.</p> <hr/> <p>1 Youth exhibits some problems with numbing. This youth may have a restricted range of affect or be unable to express or experience certain emotions (e.g., anger or sadness).</p> <hr/> <p>2 Youth has moderate to severe numbing responses. This youth may have a blunted or flat emotional state or have difficulty experiencing intense emotions or feel consistently detached or estranged from others following the traumatic experience.</p> <hr/> <p>3 Youth experiences significant numbing responses or multiple symptoms of numbing. This youth may have a markedly diminished interest or participation in significant activities and a sense of a foreshortened future.</p>
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DISSOCIATION

This item rates symptoms such as daydreaming, spacing or blanking out, forgetfulness, fragmentation, detachment, and rapid changes in personality often associated with traumatic experiences. This item may be used to rate dissociative disorders (e.g., Dissociative Disorder NOS, Dissociative Identity Disorder), but can also exist when other diagnoses are primary (e.g., PTSD, depression).

Question(s):
Since the event, do you (your child) ever feel like you are daydreaming or spacing out?
Do you easily forget what you were doing or forget things?
Or feel like time has gone by and you didn't notice, and you don't remember what happened during that time?
For the Caregiver:
Have you noticed changes in the personality of your child, like your child turns into another person or acts in a different way since the event?

Ratings & Descriptions

- 0 Youth has no evidence of dissociation or dissociative symptoms.

- 1 Youth experiences minor dissociative problems, including some emotional numbing, avoidance or detachment, and some difficulty with forgetfulness, daydreaming, spacing or blanking out.

- 2 Youth experiences a moderate level of dissociation. This can include amnesia for traumatic experiences or inconsistent memory for trauma (e.g., remembers in one context but not another), more persistent or perplexing difficulties with forgetfulness (e.g., loses things easily, forgets basic information), frequent daydreaming or trance-like behavior, depersonalization and/or derealization. This rating would be used for someone who meets criteria for Dissociative Disorder Not Otherwise Specified or another diagnosis that is specified "with dissociative features."

- 3 Youth experiences severe dissociative disturbances. This can include significant memory difficulties associated with trauma that also impede day to day functioning. Youth is frequently forgetful or confused about things he/she should know about (e.g., no memory for activities or whereabouts of previous day or hours). Youth shows rapid changes in personality or evidence of distinct personalities. Youth who meets criteria for Dissociative Identity Disorder or a more severe level of Dissociative Disorder NOS would be rated here.

EMOTIONAL / PHYSICAL DYSREGULATION

This item rates symptoms that are characterized by difficulties with arousal or emotional regulation. This can include difficulties modulating or expressing emotions and energy states such as emotional outbursts or marked shifts in emotions, overly constricted emotional responses, and intense emotional responses, and/or evidence of constricted, hyper aroused, or quickly fluctuating energy level. Youth may demonstrate such difficulties with a single type or a wide range of emotions and energy states. This can also include difficulties with regulation of body functions, including disturbances in sleeping, eating, and elimination; over-reactivity or under-reactivity to touch and sounds; and physical or somatic complaints. This can also include difficulties with describing emotional or bodily states. Youth's behavior likely reflects his/her difficulty with affective and physiological regulation, especially for younger children. This can be demonstrated as excessive and chronic silly behavior, excessive body movements, difficulties regulating sleep/wake cycle, and inability to fully engage in activities.

Note: This item should be rated in the context of what is normative for youth's age/developmental stage.

Question(s):

Since the event, do you (your child) ever experience difficulties controlling your emotions (for example, you can't stop crying or can't calm down if you are angry)?

Since the event, have you (your child) had difficulties controlling your body (for example, have you peed or pooped in your bed or in your clothes)?

Have you had any difficulty controlling how much or how little you eat or sleep?

Ratings & Descriptions

- 0 No evidence of having difficulties regulating emotional or physiological responses. Youth's emotional responses and energy level are appropriate to the situation.
-
- 1 Youth experiences some minor and occasional difficulties with affect/physiological regulation that do not impact the youth's functioning in daily activities. Youth has history of minor or occasional difficulties with affect/physiological regulation that the youth can now regulate. Youth may have some difficulty tolerating intense emotions and become somewhat jumpy or irritable in response to emotionally charged stimuli, or more watchful or hypervigilant in general or have some difficulties with regulating body functions (e.g., sleeping, eating, or elimination). Youth may have some difficulty sustaining involvement in activities for any length of time or have some physical or somatic complaints.
-
- 2 Youth experiences moderate problems with affect/physiological regulation. Youth has difficulty modulating emotional responses or have more persistent difficulties in regulating bodily functions. Youth may exhibit marked shifts in emotional responses (e.g., from sadness to irritability to anxiety) or have contained emotions with a tendency to lose control of emotions at various points (e.g., normally restricted affect punctuated by outbursts of anger or sadness). Youth may also exhibit persistent anxiety, intense fear or helplessness, lethargy/loss of motivation, or have persistent physical/somatic complaints. Youth's behavior likely reflects difficulties with affective or physiological over-arousal or reactivity (e.g., silly behavior, loose active limbs) or under-arousal (e.g., lack of movement and facial expressions, slowed walking and talking).
-
- 3 Youth experiences severe and chronic problems with highly dysregulated affective and/or physiological responses. Youth may have more rapid shifts in mood and an inability to modulate emotional responses (feeling out of control of their emotions or lacking control over their movement as it relates to emotional states). Youth may also exhibit tightly contained emotions with intense outbursts under stress. Alternately, youth may be characterized by extreme lethargy, loss of motivation or drive, and no ability to concentrate or sustain engagement in activities (i.e., emotionally "shut down"). Youth may have more persistent and severe difficulties regulating sleep/wake cycle, eating patterns, or elimination problems.

Attachment B: FFY22 Budget
Budget Period: 08/31/2021-08/30/2022

Salary:				
Position	Name	Annual Salary/Rate	Level of Effort	Cost
(1) Local Project Director	TBD	\$70,000	50%	\$35,000
(2) Evaluation Assistant to Local Project Director	TBD	\$45,000	100%	\$45,000
(3) School-Based Therapist	TBD	\$62,000	100%	\$62,000
(4) School-Based Interventionist	TBD	\$50,000	100%	\$50,000
(5) Youth Peer Support Specialist	TBD	\$40,000	100%	\$40,000
(6) Certified Family Partner	TBD	\$48,000	100%	\$48,000
			SALARY TOTAL	\$280,000
Fringe:				
Position	Name	Rate	Wage	Cost
(7) Local Project Director	TBD	30.00%	\$35,000	\$10,500
(8) Evaluation Assistant to Local Project Director	TBD	30.00%	\$45,000	\$13,500
(9) School-Based Therapist	TBD	30.00%	\$62,000	\$18,600
(10) School-Based Interventionist	TBD	30.00%	\$50,000	\$15,000
(11) Youth Peer Support Specialist	TBD	30.00%	\$40,000	\$12,000
(12) Certified Family Partner	TBD	30.00%	\$48,000	\$14,400
			FRINGE TOTAL	\$84,000

Travel:				
Purpose of Travel	Location	Item	Rate	Cost
(13) Grantee Conference	Washington, DC	Airfare	\$550/flight x 8 flights	\$4,400
		Hotel	\$242/night x 3 Nights x 8 people	\$5,808
		Per Diem (meals and incidentals)	\$69/day meals x 4 days and \$150 incidentals x 8 people	\$3,408

(14) Service providers to engage children and families in the local community in services	North Central Texas	Mileage	\$0.56/mile x 400 trips x 50 miles/trip	\$11,200
(15) Family member travel assistance to engage in services	North Central Texas	Mileage	\$0.56/mile x 400 trips x 50 miles/trip	\$11,200
(16) Evaluation Assistant to conduct evaluations	North Central Texas	Mileage	\$0.56/mile x 300 miles x 50 trips	\$8,400
			TRAVEL TOTAL	\$44,416
Supplies:				
Items		Rate		Cost
(17) Business Smartphone		\$51.41/month x 12 months x 5 staff		\$3,085
(18) General Office Supplies		\$50/month x 12 months x 5 staff		\$3,000
(19) Laptops		\$2,200/laptop x 5 staff		\$11,000
(20) Wi-Fi Hotspot		\$40/month x 5 staff x 12 months		\$2,400
			SUPPLIES TOTAL	\$19,485
Other:				
Purpose		Item	Rate	Cost

(21) Governance board and community development	Assistance with infrastructure development and strategic planning, fees for services for youth and family members	Consultant fees: \$250/hour x 24 hours = \$6,000 Speaker/trainer fees: \$250/hour x 6 hours = \$1,500 Fees for services for families and youth: 8 participants x \$25/hour x 20 hours = \$4,000	\$11,500
(22) Outreach and education to community stakeholders	Community events, pamphlets, speakers		\$4,674
(23) Support for individualized needs of children, youth, and families that are not typically covered services and otherwise not reimbursable	Flexible funds	\$2,100/child x 25 children	\$52,550
(24) Grantee Conference Registration		\$500 x 8 registrants	\$4,000
(25) Professional Development Trainings	Trainings for team members to improve ability to provide services and supports	\$250/event x 8 events	\$2,000
(26) Professional Development Trainings	Trainings for families and youth	\$250/event x 6 events	\$1,500
(27) Reimbursement for children, youth, and families for time and travel toward participation in evaluation activities	Non-cash incentives	\$25 x 25 youth x 3 surveys + \$25 x 25 family members x 3 surveys	\$3,750
		OTHER TOTAL	\$79,924
(28) Indirect Costs	Calculated on \$507,825	INDIRECT TOTAL	\$50,782
		OVERALL TOTAL	\$558,607

INVOICE AND PAYMENT

- A. Grantee shall establish and maintain an independent cost center that is accessible and identifies the source and application of funds provided under this Contract and original source documentation substantiating that costs are specifically and solely allocable to this Contract and are traceable from the transaction to the general ledger.
- B. Grantee shall submit expenditures on a monthly basis. Grantee shall request payment using an invoice form, which will be provided. When required by this Contract, supporting documentation for reimbursement of the services/deliverables shall also be submitted. At a minimum, invoices shall include:
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. The Grantee's total budget.
 7. The monthly expenditures for the reporting period.
 8. The remaining balance of contracted funding.
 9. Matching funds utilized, identifying both the sources of match and the amount contributed by each source. Match may be cash and/or in-kind.

Grantee shall electronically submit all invoices with supporting documentation by the fifteenth of the following month of services to HHSC Project Director/Contract Manager at Kisha.Ledlow@hhs.texas.gov. Alternative submission arrangements must be approved by the assigned HHSC Contract Manager.

- C. Within 15 days after the last business day of each month, Grantee must submit an invoice and report with the expenses to be reimbursed by the System Agency, and documentation of the sources of matching funds used to support grant activities. The report will identify:
1. The Grantee's total budget.
 2. The monthly expenditures for the reporting period.
 3. The remaining balance of contracted funding.
 4. Matching funds utilized.
- D. HHSC will pay Grantee for charges determined in accordance with the terms and conditions of this Contract and as specified in the Budget Attachment B. Grantee may use funding from this Contract only when other sources of funding are not available. When a youth and/or family has Medicaid or other third party payment sources available, they must be billed first. After billing Medicaid or other third party payment sources, the services rendered may be billed to HHSC under this Contract. Grantee may only invoice HHSC for services which have already been

billed and paid by Medicaid or other third party funding sources in order to reconcile the balance and bill HHSC for the correct amount. Documentation of Medicaid's reimbursement must be provided to support the invoice.

At the conclusion of the grant year, Grantee shall submit invoices for reimbursement of expenditures no later than October 15th for goods received and services rendered.

HHSC at its sole discretion, may adjust the funding amount of Contract based on performance measures, outcome measures, and/or other criteria determined by HHSC. Contingent on availability of funds allocated for the adjustments, HHSC may implement an alternative reimbursement methodology using the rates set forth herein (or using the rates that exist at the time a contract is executed). The Parties may be required to execute a written amendment under this section.

HEALTH AND HUMAN SERVICES
Contract Number HHS001100900001
Attachment C **CONTRACT AFFIRMATIONS**

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

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

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

2. Complete and Accurate Information

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

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

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

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

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

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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

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

40. COVID-19 Vaccine Passports

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

41. Entities that Boycott Energy Companies

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

42. Entities that Discriminate Against Firearm and Ammunition Industries

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

43. Security Controls for State Agency Data

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

44. Cloud Computing State Risk and Authorization Management Program

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

45. Office of Inspector General Investigative Findings Expert Review

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

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

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

48. Critical Infrastructure Subcontracts

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

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

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

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

52. False Statements

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

53. Permits and License

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

54. Drug-Free Workplace

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

55. Equal Employment Opportunity

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

56. Federal Occupational Safety and Health Law

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

57. Signature Authority

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

Signature Page Follows

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

Coke Beatty

Legal Name of Contractor

Pecan Valley MHMR Region

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

Pecan Valley Centers for Behavioral and Development HealthCare

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



Signature of Authorized Representative

Coke Beatty

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

2101 W. Pearl Street

Physical Street Address

2101 W. Pearl Street

Mailing Address, if different

(817) 579-4400

Phone Number

cbeatty@pecanvalley.org

Email Address

75-1532100

Federal Employer Identification Number

Texas Franchise Tax Number

EDNCJAKUM1J3

SAM.gov Unique Entity Identifier (UEI)

11-22-21

Date Signed

Executive Director

Title of Authorized Representative

Granbury, TX 76048

City, State, Zip Code

Granbury, TX 76048

City, State, Zip Code

(817) 579-4410

Fax Number

037890373

DUNS Number

1-7515321002

Texas Identification Number (TIN)

**Texas Secretary of State Filing
Number**



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

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

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

“DSHS” means the Department of State Health Services.

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

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

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

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

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

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

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

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

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

4.2 AUDITS AND FINANCIAL STATEMENTS

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

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

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

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

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

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

5.2 GENERAL AFFIRMATIONS

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

5.3 FEDERAL ASSURANCES

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

5.4 FEDERAL CERTIFICATIONS

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

5.5 STATE ASSURANCES

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 THIRD PARTY IP

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

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

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

6.6 SURVIVAL

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

6.7 SYSTEM AGENCY DATA

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

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

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

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

7.2 DAMAGE TO STATE PROPERTY

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

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

7.4 EQUIPMENT AND PROPERTY

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

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

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

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

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

8.2 AGENCY'S RIGHT TO AUDIT

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

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

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

8.4 STATE AUDITOR'S RIGHT TO AUDIT

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

8.5 CONFIDENTIALITY

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

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

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

including, but not limited to the following:

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

9.2 TERMINATION FOR CONVENIENCE

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

9.3 TERMINATION FOR CAUSE

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

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

ii. Failure to Maintain Financial Viability

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

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

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

9.5 INHERENTLY RELIGIOUS ACTIVITIES

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

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

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

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

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

10.2 INTELLECTUAL PROPERTY

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

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

10.3 ADDITIONAL INDEMNITY PROVISIONS

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

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

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

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

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

11.2 NO QUANTITY GUARANTEES

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

11.3 CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

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

11.5 INSURANCE AND BONDS

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

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

11.6 LIMITATION ON AUTHORITY

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

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

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

11.8 SUBCONTRACTORS

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

11.9 PERMITTING AND LICENSURE

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

11.10 INDEPENDENT CONTRACTOR

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

11.11 GOVERNING LAW AND VENUE

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

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

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

11.14 FORCE MAJEURE

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

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

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

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

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

11.17 MEDIA RELEASES

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

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

11.19 SOVEREIGN IMMUNITY

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

11.20 ENTIRE CONTRACT AND MODIFICATION

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

11.21 COUNTERPARTS

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

11.22 PROPER AUTHORITY

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

11.23 E-VERIFY PROGRAM

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

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

11.24 CIVIL RIGHTS

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

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

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

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

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

11.26 DISCLOSURE OF LITIGATION

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

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

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

11.27 NO THIRD PARTY BENEFICIARIES

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

11.28 BINDING EFFECT

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



TEXAS

Health and Human Services

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

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ADDITIONAL PROVISIONS

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

1. 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).

2. NOTICE OF A LICENSE ACTION

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

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

3. 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.

4. 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.

5. 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.

6. 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. 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.

7. 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.

8. 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.

9. 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.

10. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project upon contract execution, 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.

11. 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.

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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	DATE SUBMITTED
Pecan Valley MHMR Region	11/22/2021

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	
Pecan Valley MHMR Region	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Coke
Middle Name:	
* Last Name: Beatty	Suffix:
* Title: Executive Director	
* SIGNATURE:	* DATE: 11/18/2021