

SIGNATURE DOCUMENT
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS001185600001
UNDER THE
CONSUMER MANAGED PERSONAL ATTENDANT SERVICES GRANT PROGRAM

The parties to this agreement (“Grant Agreement” or “Contract”) under the Consumer Managed Personal Attendant Services (“CMPAS”) program are the Health and Human Services Commission (“HHSC” or “System Agency”), a pass-through entity for the federal award identified below in Article IX (Federal Award Information), and Outreach Health Community Care Services, LP dba Outreach Home Care (“Grantee”), having its principal office at 251 Renner Parkway, Richardson, Texas 75080-1316 (each a “Party” and collectively the “Parties”).

I. PURPOSE

Persons who receive services under the CMPAS program (“Consumers”) are better equipped to live independently, pursue employment and educational opportunities, and avoid (or delay) the need for institutionalization or other more restrictive living environments. The purpose of this Grant Agreement is to ensure Consumers receive the needed personal care assistance and support in performing activities of daily living within a more cost-effective framework.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Texas Government Code, Section 531.051; Texas Human Resources Code, Section 161.071; United States Code (USC), Title 42, Chapter 7, Sections 1397-1397f; and Texas Administrative Code (TAC), Title 26, Part 1, Chapter 275.

III. DURATION

This Grant Agreement is effective on September 1, 2024 and terminates on August 31, 2027, unless sooner terminated or renewed or extended. HHSC, at its sole discretion, may extend this Grant Agreement up to two (2) additional years for a maximum term of five (5) years.

Notwithstanding the limitation in the preceding paragraph and with at least 30 calendar days’ advance written notice to Grantee, at the end of the initial term or any renewal period, HHSC, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State for up to six (6) months, in one-month intervals, at the then-current contractual rate or rates (if applicable) as modified during the term of the Grant Agreement.

IV. SCOPE OF GRANT PROJECT

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. The HHS Request for Applications (RFA) No. HHS0011856 (including all addenda) is incorporated into this Grant Agreement for all purposes and is identified as Attachment L.

V. BUDGET

A. Total Contract Amount

1. If all renewal terms are exercised, the total amount of funding under this Grant Agreement, for both state and federal funds, is not to exceed \$34,894,005.00.
2. Grantee is not required to provide matching funds.
3. All expenditures and reimbursement requests under this Grant Agreement must be in accordance with Attachment D, Budget.

B. Indirect Cost Rate (ICR)

1. Grantee's approved ICR is 10%;
2. HHSC has sole discretion to designate and adjust the ICR;
3. The Grantee's acknowledged or approved ICR is contained within Attachment N, Indirect Cost Rate Acknowledgement Letter;
4. Grantee must have an approved or acknowledged ICR in order to recover indirect costs; and
5. If HHSC 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 satisfy all Reporting Requirements set forth in accordance with Attachment B, Key Performance Requirements, and Attachment C, Deliverables.

VII. CONTRACT REPRESENTATIVES

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

HHSC

Natalie Wilmoth
CCSC Contract Administration Manager
Health and Human Services Commission
925 Lamar St, Suite 2200 (MC 3781)
Wichita Falls, TX 76301
E-mail: natalie.wilmoth@hhs.texas.gov

Grantee

Audrey Hicks
Outreach Health Community Care
Services, LP
251 Renner Parkway
Richardson, TX 75080-1316
E-mail: Audrey.hicks@outreachhealth.com

With copy to the following recipients:

Isaac Ramirez, Contract Specialist
Health and Human Services Commission
E-mail: Isaac.Ramirez@hhs.texas.gov

Health and Human Services Commission
CMPAS Program Mailbox
E-mail: cmpas_sar_var@hhsc.state.tx.us

VIII. NOTICE REQUIREMENTS

- A.** All notices given by Grantee shall be in writing, include the Grant Agreement Contract No., comply with all terms and conditions of the Grant Agreement, and be delivered to HHSC's Contract Representative identified above.
- B.** Grantee shall send legal notices to HHSC at the address below and provide a copy to HHSC's Contract Representative:
- Health and Human Services Commission
4601 W. Guadalupe (MC 1100)
Austin, Texas 78751
Attention: Office of Chief Counsel
- C.** Notices given by HHSC to Grantee may be e-mailed, mailed or sent by common carrier. E-mail notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, and/or signature required.
- D.** Notices given by Grantee to HHSC shall be deemed delivered when received by HHSC.
- E.** Either Party may change its Contract Representative or designated contact for legal notices by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

All funds awarded under the Grant Agreement are subject to the availability of federal funds and any modifications or additional requirements that may be imposed by law. The source of the funding is as follows.

Federal Grant Program	USC, Title 42, Chapter 7, Subchapter XX (Block Grants to States for Social Services)
Federal Awarding Agency	Office of Community Services, Administration for Children and Families, U.S. Department of Health and Human Services
Funding Opportunity No.	2201TXSOSR
Assistance Listing Number and Program Title	CFDA 93.667

X. CONTRACTUAL DOCUMENTS

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

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

- ATTACHMENT AScope of Grant Project**
- ATTACHMENT BKey Performance Requirements**
- ATTACHMENT CDeliverables**
- ATTACHMENT DBudget**
- ATTACHMENT EHealth and Human Services (HHS) Contract Affirmations (Version 2.2)**
- ATTACHMENT F.....HHS Uniform Terms and Conditions (Grant, Version 3.2)**
- ATTACHMENT G.....HHS Data Use Agreement (Vendor, Version 8.5), *including* Attachment 2: Security and Privacy Inquiry (SPI)**
- ATTACHMENT H.....HHS Additional Provisions (Grant Funding, Version 1.0)**
- ATTACHMENT I.....[Federal] Assurances Non-Construction Programs**
- ATTACHMENT J.....[Federal] Certification Regarding Lobbying**
- ATTACHMENT K.....Federal Funding Accountability and Transparency Act (FFATA) Certification Form**
- ATTACHMENT LHHS Request for Applications (RFA) No. HHS0011856, *including* all addenda**
- ATTACHMENT MGrantee's RFA Response**
- ATTACHMENT NIndirect Cost Rate Acknowledgement Letter**

XI. SIGNATURE AUTHORITY

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

Signature Page Follows

**SIGNATURE PAGE FOR
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT
CONTRACT NO. HHS00118560001**

HEALTH AND HUMAN SERVICES COMMISSION

**OUTREACH HEALTH COMMUNITY CARE
SERVICES, LP dba Outreach Home Care**

By:

DocuSigned by:
Michelle Alletto
74D324454F774EB...

Signature of Authorized Representative

Michelle Alletto
Chief Program and Services Officer

September 8, 2023

Date of Signature

By:

DocuSigned by:
Audrey Hicks
B64860E191024A1...

Signature of Authorized Representative

Audrey Hicks
Chief Operating Officer

September 7, 2023

Date of Signature

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1. OVERVIEW

- A. The Consumer Managed and Personal Attendant Services (CMPAS) Program (Program) allows for Consumers to receive personal care assistance and support in performing activities of daily living (Services). CMPAS Consumers have physical disabilities, but are mentally- and emotionally competent, and are willing to supervise their attendant or to designate someone who can supervise the attendant. An HHSC award of grant funding under the Program will provide the Grantee with financial assistance in delivering Program Services.
- B. The following standards establish contractual requirements for Grantees, including:
- 1) Applicable federal, state, and HHSC requirements with which Grantees are required to comply;
 - 2) Standards of conduct applicable to Grantees;
 - 3) HHSC performance measures and expectations for Grantees;
 - 4) The limitation on grant fund expenditures to authorized services; and
 - 5) Financial monitoring requirements to ensure that Grantee expenditures do not exceed the grant amount awarded under the Grant Agreement, subject to available funding, or the availability of funding.
- C. Contractual requirements for grants awarded to provide Program services are intended to promote the delivery of quality attendant services to CMPAS Consumers.

2. MANAGEMENT REQUIREMENTS

Grantee must provide satisfactory evidence of its ability, as an organization, to manage and coordinate the delivery of quality attendant services to CMPAS Consumers. In executing a Grant Agreement, a Grantee (or its subrecipients, if any) agrees to administer the Program in accordance with the terms of the Agreement, based on a combination of contract compliance and Grantee's policies and procedures.

A. Contract Compliance

- 1) Without limiting the requirements to which Grantee is otherwise subject under applicable law, Grantee must:
 - a. Determine initial Consumer eligibility;
 - b. Attend, when provided, program-specified eligibility determination trainings in Texas;
 - c. Conduct annual eligibility reassessments;
 - d. Develop individualized service plan for each Consumer based on need;
 - e. Provide an Expenditure Proposal within thirty (30) calendar days after

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execution of the Grant Agreement or by the date specific by HHSC and annually thereafter no less than sixty (60) calendar days prior to the end of each State Fiscal Year;

- f.** Provide services to eligible Consumers;
- g.** Develop and comply with a plan of operation;
- h.** Report quarterly expenditures and projections to HHSC by the twentieth (20th) calendar day after the end of the quarter within the allocated budget;
- i.** Secure requisite training to function as a FMSA for those Consumers who choose the Consumer Directed Option for Program services;
- j.** Provide all requested documents to HHSC upon request for contractual compliance monitoring;
- k.** Provide services under any service delivery option;
- l.** Provide case management services, including:
 - i.** Determining applicant eligibility and co-payment amount;
 - ii.** Assessing and reassessing Consumer needs using HHS Form 2060, Needs Assessment Questionnaire and Task/Hour Guide;
 - iii.** Developing a service plan;
 - iv.** Collecting the Consumer's co-payment and documenting the deduction of all amounts collected in the net total of allowable costs when submitting monthly payment requests to HHSC under the Grant Agreement;
 - v.** Providing the Consumer with complaint procedures, Grantee's roles and responsibilities relative to the CMPAS Consumer, and the roles and responsibilities of the Consumer and of the personal attendant and substitute personal attendant under the Consumer's CMPAS service delivery option; and
 - vi.** Providing Consumers, who receive attendant services under the Consumer Directed Option, with substitute attendants as requested.
- m.** Conduct visits in the Consumer's residence in addition to those described in Title 26 Texas Administrative Code (TAC), Part 1, Chapter 275, Subchapter B, Rule § 275.29 (relating to Assessment and Eligibility Determination) and § 275.31 (relating to Reassessments), at a frequency based on the specific needs of the Consumer or attendant, but at least annually, to assess and document whether:
 - i.** Consumer's service plan is adequate;
 - ii.** Consumer continues to need the services; and

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- iii.** Consumer needs a service plan change;
- n.** Recruit attendants and maintain an attendant pool;
- o.** Assist the Consumer with scheduling the attendant and offering service delivery alternatives;
- p.** Except in relation to personal attendants hired by Consumers who are using the Block Grant Option, maintain responsibility for all of Grantee's employer fees, taxes, and insurance payments normally made with respect to employees, and, with respect to personal attendants or substitute attendants hired by Consumers who are using the Consumer Directed Option, perform the employer-agent and other tax-related functions required of it under TAC, Title 26, Part 1, Chapter 275, Subchapter D, Division 3, Rule § 275.153 (relating to Provider Responsibilities in the CDS Option) (NOTE: Personal attendants may be full- or part-time);
- q.** Provide ongoing staff development to staff;
- r.** Develop, maintain, and comply with an emergency plan;
- s.** Develop and comply with a comprehensive transition plan;
- t.** Maintain adequate Consumer case files;
- u.** Resolve any CMPAS-related complaints against Grantee;
- v.** Invoice monthly by the twenty-fifth (25th) calendar day following the month within the Grant Term in which expenses were incurred, in accordance with the contractual requirements;
- w.** Comply with TAC, Title 26, Part 1, Chapter 275;
- x.** Comply with Code of Federal Regulations (CFR), Title 45, Part 75;
- y.** Comply with Texas Grant Management Standards (TxGMS) as maintained by the Texas Comptroller of Public Accounts at the following link: <https://comptroller.texas.gov/purchasing/grant-management/>.
- z.** Be licensed and have a current Texas Health and Human Services Home and Community Support Services Agency License in the personal assistance services licensure category;
- aa.** Ensure effective communication between Grantee and Consumers, training audiences, and others serviced by the Project; and
- bb.** Comply with state, federal, and HHSC requirements applicable to Consumer or Grantee records and information, including confidentiality requirements and protections against unauthorized access, release, or disclosure to third parties.

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B. Grantee Policies and Procedures

Grantees must have organizational policies and procedures that are:

- 1) Written;
- 2) Published and distributed within the plan of operations; and
- 3) In compliance with:
 - a. All terms and conditions of the Grant Agreement; and
 - b. Applicable state and federal statutes, rules, regulations, and other law.

3. FORMAL COMMUNICATION

A. Grantee must establish formal communication with HHSC for receipt and response to requests for information, work products, deliverables, updates and other required correspondence related to performance of contractual requirements. HHSC will issue State Action Requests (SAR) to Grantee following established procedures and timelines. Grantee must issue Vendor Action Requests (VAR) to HHSC following established procedures and timelines, inclusive of the submission of contractual Deliverables and KPRs.

B. In addition to the requirements stated above, Grantee also must:

- 1) Submit complete and accurate responses to any SAR or VAR responses memos no later than ten (10) calendar days after Grantee's receipt of the request unless a specific date is specified in the request.
- 2) Submit written request for extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after Grantee receives the SAR or VAR response.
- 3) Grantee must provide ad hoc reports and respond to legislative inquiries and other high priority requests within thirty-six (36) hours from the time of the request or by the date specified by HHSC for data or reports that already exist and are produced.

4. CONTRACT MONITORING REQUIREMENTS AND QUESTIONNAIRE

Grantee must comply with all applicable cost principles, audit and contract monitoring, and administrative requirements in accordance with the Grant Agreement, contract management guidelines, and state and federal regulations. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring process. The Contract Monitoring Questionnaire (CMQ) is part of the risk-based contract monitoring process and provides HHSC with detailed and ongoing information regarding Grantee's internal and financial controls and other general contracting processes. Grantee must submit an initial CMQ within thirty (30) calendar days after execution of the Grant Agreement and annually thereafter within sixty (60) calendar days prior to the end of each State Fiscal Year.

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5. RECORD RETENTION REQUIREMENTS

Grantee must keep and maintain as prescribed by Generally Accepted Accounting Principles (GAAP) or the Governmental Accounting Standards Board (GASB), as applicable, full, true, and complete records necessary to fully disclose to HHSC, 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 the Grant Agreement and all state and federal rules, regulations, and statutes. Unless otherwise specified in the Grant Agreement, Grantee must maintain legible copies of the Grant Agreement and of all related documents for a minimum of seven (7) years after the termination of the contract period, or seven (7) years after the completion of any litigation or dispute involving the Grant Agreement, whichever is later. See **Attachment F (HHS Uniform Terms and Conditions – Grant (Version 3.0))**, Article VII, Section 8.1.

6. ELIGIBILITY DETERMINATION REQUIREMENTS

A. Grantee is responsible for accurate eligibility determination and assessment of Consumers' care needs under the Program. HHSC will provide training to Grantee, if requested, regarding the eligibility determination and assessment process. Pursuant to TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.25, an individual must meet the following eligibility requirements to be eligible to receive services under the Program:

- 1) Be age 18 years of age or older;
- 2) Be assessed under TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29 (relating to Assessment and Eligibility Determination) as needing assistance with at least one personal care task and needing an allowable service for at least five hours per week. Personal care and other allowable tasks are described in TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.57 (relating to Allowable and Unallowable Tasks);
- 3) Be able and willing to self-direct the attendant or designate a relative or friend who is willing and able to direct the attendant without compensation;
- 4) Reside in an area where Program Services are available;
- 5) Have a service plan developed under TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29(a)(6) that does not exceed 52 hours per week of Program services;
- 6) Choose one of the two service delivery options currently available for a new Consumer to choose (i.e., either the Traditional Service Option or Consumer Directed Option); and
- 7) Not be receiving services in a hospital, a nursing facility, a state supported living center, a state mental health facility, or an intermediate care facility for individuals with an intellectual disability or related conditions.

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- B.** The Consumer is not eligible to receive services if:
- 1)** The individual is receiving other community services and supports, either Medicaid or non-Medicaid, under a service plan that exceeds the reimbursement rate that would have been paid for the same individual to receive services in a nursing facility;
 - 2)** The individual is Medicaid-eligible and lives in a managed care service area, unless the individual's spouse was employed as the individual's attendant and the Consumer chose to remain in the Program when the managed care service area was expanded to include the Consumer's place of residence; or
 - 3)** The individual is receiving services under any of the following HHSC programs: Primary Home Care, including Family Care and Community Attendant Services; Residential Care; Adult Foster Care; services under § 1915(c) of the Social Security Act, (42 U.S.C. § 1396n) Medicaid waiver program; or regular or ongoing attendant services under the Special Services to Persons with Disabilities program.

7. SERVICE DELIVERY AREA

The CMPAS program will continue serving current consumers and the CMPAS service area is statewide which includes all counties in Texas.

8. INITIAL ELIGIBILITY DETERMINATION

- A.** HHSC maintains a CMPAS Interest List. The List includes applicants who are interested in receiving and have requested services under the Program. As funding becomes available, HHSC will refer applicants, in order of the applicant's Interest List request date, to Grantee, who must comply with the requirements relating to assessment and initial eligibility determination in TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29 (relating to Assessment and Eligibility Determination) with respect to any applicant whom HHSC refers to Grantee. Refer to the Community Care for Aged and Disabled (CCAD) Handbook, Section 2230 relating to Interest List Procedures.
- B.** Within thirty (30) calendar days after Grantee receives a referral from HHSC, Grantee must:
- 1)** Ensure that the assessor of need conducts an initial assessment with the applicant in the applicant's home, and assesses the applicant's service needs utilizing the Needs Assessment Questionnaire and Task/Hour Guide (HHSC Form 2060);
 - 2)** Determine Program eligibility in accordance with the TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.25 (relating to Eligibility Criteria) and document any reasons for a delay in determining eligibility or other assessment activities; Grantee's ongoing efforts to complete those activities; and the anticipated date of completion. Any delay must be beyond Grantee's control, and Grantee must send

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the required documentation relating to any delay to HHSC's regional designee within thirty (30) days after receiving the HHSC referral;

- 3) Inform the applicant, both orally and in writing, of all applicable publicly funded programs that offer attendant services and allow the applicant to choose whether to participate in the Program; and
 - 4) Keep a written record of all Section 7(B)(3) notices in each applicant's file in accordance with TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29(a)(4) and of the applicant's signed and dated acknowledgement of both the required notice to the applicant of attendant services choices and the applicant's choice whether to participate in the Program;
 - 5) If the applicant is eligible, Grantee must.
 - a) Develop a service plan for an eligible applicant based on the results of the assessment questionnaire (HHSC Form 2060) that includes the number of hours and tasks negotiated between the applicant and the assessor of need; and is agreed to and signed by the applicant and assessor of need;
 - b) Determine with the applicant the amount of the applicant's co-payment under TAC, Title 26, Part 1, Chapter 275, Subchapter E, Rule § 275.201 (relating to Determining an Individual's Co- payment) and explain to the applicant that making co-payments is required to remain eligible for the Program;
 - c) Explain orally and give written information to the applicant on the service delivery options available to new Consumers (i.e., the Traditional Service Option or Consumer Directed Option), as described in TAC, Title 26, Part 1, Chapter 275, Subchapter D (relating to Service Delivery Options); and
 - d) Have the applicant sign and date a service delivery option choice document (HHSC Form 1584, Consumer Participation Choice and keep the signed and dated service delivery choice document in the applicant's file;
 - 6) Notify an applicant in writing whether the applicant is eligible for services by mailing the Notification of Community Care Services form, HHSC Form 2065-A no later than three (3) calendar days after the date of the eligibility decision. (**NOTE:** This form notifies the applicant of the right to a fair hearing and explains how to request a fair hearing.). Grantee must also send written notice to HHSC of the referral disposition within thirty (30) calendar days after Grantee receives the referral.
- C. If the applicant's service plan includes a health-related task, as defined in TAC, Title 26, Part 1, Chapter 275, Subchapter A, Rule § 275.3(22) (relating to definition of health-related task), Grantee must:
- 1) Verify, before an attendant performs a health-related task, that the task may be performed under Section 531.051(e) of the Texas Government Code and does not require nurse or physician delegation;

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- 2) Confirm the plan is properly delegated under 22 TAC Part 11, Chapter 225 or Texas Occupations Code, Chapter 157; and
- 3) Verify the health-related task is delegated, maintain records in the applicant's file that:
 - a. Identify and are signed and dated by the delegating physician or registered nurse;
 - b. Include the name of the Consumer, the names of the attendants performing the delegated health-related tasks for the Consumer, and a description of the specific health-related tasks to be performed; and
 - c. Comply with the Texas Nurse Practice Act (Occupations Code, Chapter 301), the Medical Practice Act (Occupations Code, Title 3, Subtitle B, Chapters 151 through 170), and any other applicable state or federal law.
- D. Grantee must, on a quarterly basis, provide to HHSC a list of all applicants HHSC referred from the Interest List for an assessment and eligibility determination with respect to whom Grantee has sent a notice of its eligibility determination with the final disposition. The quarters and due dates for reporting are listed below:
 - 1) First Quarter (September through November): Due by December 10th;
 - 2) Second Quarter (December through February): Due by March 10th;
 - 3) Third Quarter (March through May): Due by June 10th; and
 - 4) Fourth Quarter (June through August): Due by September 10th.
- E. The Interest List must include the name of the applicant assessed, the eligibility determination and date, the date of written notice to the applicant, the date Grantee began providing services to the eligible applicant, and the amount of the eligible applicant's copayment.

9. ANNUAL ELIGIBILITY REASSESSMENT REQUIREMENT

- A. Grantee must reassess eligibility for each CMPAS Consumer within twelve (12) months after the initial service initiation date or the last reassessment, as applicable, and any time there is a change in the Consumer's status. Grantee must complete the following actions during the annual eligibility reassessment:
 - 1) Annually reassess a Consumer in accordance with TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29 (relating to Assessment and Eligibility Determination) and Rule § 275.31 (relating to Reassessments). Grantee must complete an on-site annual reassessment, in the Consumer's home, no later than one year after the service initiation date and no later than one year after each reassessment.
 - 2) Reassess the Consumer upon a change in the Consumer's status, i.e., needs and

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circumstances within 14 calendar days of receipt of the change: When a Consumer requests a change, or when a Grantee learns that a Consumer's status may have changed in a way that may affect the Consumer's eligibility for or receipt of services, Grantee must reassess the Consumer, considering only those factors in TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29 that have changed since the previous assessment. (**NOTE:** A change in Consumer status that requires reassessment may include a change in income, deductions, or exclusions; or a change in the Consumer's need for attendant care services, the Consumer's service plan, or the hours of service.)

- 3) Provide a Notice of Eligibility: Grantee must send a Consumer notice of eligibility and, if applicable, a notice of the right to a fair hearing within five (5) business days after the annual reassessment, using the Notification of Community Services form, HHSC Form 2065-A.
- B.** Grantee must, on a quarterly basis, provide to HHSC a list of Consumers for whom a reassessment has been completed during the quarter. The quarters and due dates for reporting are listed below:
- 1) First Quarter (September through November): Due by December 10th;
 - 2) Second Quarter (December through February): Due by March 10th;
 - 3) Third Quarter (March through May): Due by June 10th; and
 - 4) Fourth Quarter (June through August): Due by September 10th.
- C.** This list shall include the name of the Consumer; the due date of the reassessment (one year after the service initiation or last reassessment date, or the date Grantee learns that the Consumer's status, i.e., needs and circumstances, have changed in a way that requires reassessment under this **Attachment A (Scope of Grant)** and TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.31); the date the reassessment was completed; and the date and nature of any service plan changes.

10. INDIVIDUALIZED SERVICE PLAN

- A.** Grantee must develop and maintain an individualized service plan for each Consumer based on the Consumer's individual needs.
- B.** The service plan, based on the HHSC Form 2060 responses, must contain, without limitation the services, tasks, and frequency, duration, and hours of services agreed to by the Consumer and Grantee's assessor of need. These services must be part of Grantee's services, as outlined in the plan of operation, and within its licensure authority.
- C.** Grantee's assessor of need must individually negotiate with each Consumer, based on the Consumer's need, the type of services and tasks to be provided, and the number of hours allowed. Grantee and each Consumer must agree to and sign the individualized

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service plan developed for the Consumer.

- D.** In developing the service plan, Grantee must explore unique service planning opportunities in addressing the Consumer's needs and be aware of the following:
- 1) Two or more Consumers could share a home and personal attendant;
 - 2) A Consumer could schedule one or more attendants to co-operatively meet the Consumer's needs;
 - 3) A Consumer may need a personal attendant to accompany him/her to school or work;
 - 4) A Consumer may live at home with a third party, such as a relative, who shares in the management of attendant services; and
 - 5) A Consumer cannot be required to reside in a specific location within the region in which Grantee provides the Consumer with Program services.
- E.** Grantee must act upon a change to the service plan within fourteen (14) calendar days after becoming aware of the change in the Consumer's circumstances or of the request for a service plan change from the Consumer. Grantee must complete the following activities in relation to any reassessment resulting in or related to consideration of a service plan change:
- 1) Within five (5) business days after a reassessment, send a Consumer notice of service plan or co-payment change, or of ineligibility for either, as applicable, using the Notification of Community Care Services, HHSC Form 2065-A. That form includes notice of the right to a fair hearing, as applicable;
 - 2) Provide a copy of any service plan change to the Consumer;
 - 3) Document a service plan change in the Consumer's file;
 - 4) Implement any change to a Consumer's co-payment to be effective on the first day of the month following a reassessment; and
 - 5) Notify HHSC's regional designee in writing of the service plan change in accordance with TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.33(b)(2).
- F.** Grantee must provide a list of Consumer service plan changes by the 10th of the month following the end of the quarter. The quarters and due dates for reporting are listed below:
- 1) First Quarter (September through November): Due by December 10th;
 - 2) Second Quarter (December through February): Due by March 10th;
 - 3) Third Quarter (March through May): Due by June 10th; and
 - 4) Fourth Quarter (June through August): Due by September 10th.

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- G.** This list shall include the name of the Consumer served, the date Grantee became aware of the change in the Consumer's circumstances, the date of reassessment, and the date of the completed service plan changes.

11. SUSPENSION OR TERMINATION OF SERVICES

- A.** Grantee shall suspend, and may terminate, services before the end of the service authorization period for the reasons authorized under TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65(a) (relating to Suspension of Services) and Rule § 275.67 (relating to Termination of Services), including if the Consumer:
- 1)** Begins receiving another HHSC attendant care service;
 - 2)** Is admitted to a hospital or other specified institution;
 - 3)** Requests service termination; or
 - 4)** Dies.
- B.** Grantee may suspend or terminate services before the end of the service authorization period for the reasons authorized under TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65(b) and Rule § 275.67. In the circumstances specified in TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65(b)(3), Grantee must immediately report the situation as required by TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65(c), including to the appropriate investigative authority.
- C.** Grantee shall notify HHSC in writing via the official communication process of any suspension or termination within seven (7) business days and must provide written notice to the Consumer in accordance with the requirements applicable to Grantee's action under TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65(d) or Rule § 275.67. Without limiting those requirements, the notice to HHSC of a suspension must include an explanation for the suspension; the date of suspension; the steps taken by Grantee to resolve the circumstances leading to service suspension and the reasons the problem was not resolved. If the basis for suspension also required a report to an applicable investigative authority, Grantee must also include the date that it made the required report to the appropriate investigative authority.

12. SERVICE DELIVERY REQUIREMENTS

Grantee shall deliver services identified in the Consumer's individualized service plan and Grantee's plan of operation. Additional agreements between the personal attendant and the Consumer for supplemental pay or services are not within the scope of the Grant Agreement. Grantee's delivery of services is subject to the following requirements:

- A.** Grantee must begin providing services within seven (7) calendar days after HHSC enters the CMPAS authorization in its Service Authorization System, as described in TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29.

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- B.** Grantee must coordinate with each Consumer regarding the specific hours during which a personal attendant will provide services. In the Traditional Service Option and Block Grant Option, Grantee must provide substitute attendants available when the Consumer's regular attendant resigns, is terminated, fails to report to work, or is otherwise unavailable. Since Consumers may require personal assistance during any portion of a 24-hour period, Grantee must be capable of providing substitute personal attendants on extremely short notice. Twenty-four-hour availability does not require Grantee to provide a substitute attendant for non-essential tasks, if a substitute attendant is not reasonably available. Essential and non-essential tasks are determined at the assessment interview between the Consumer and Grantee's assessor of needs.
- C.** Paid attendants must provide Program services to Grantee's Consumers by assisting the Consumer with tasks included in the Consumer's individualized service plan.
- D.** Grantee must maintain and supervise a pool of substitute attendants who will provide services, upon Consumer request, to Consumers who receive services under the Traditional Service Option and Block Grant Option,
- E.** Grantee must assist Consumers, who receive services under the Traditional Service Option and Block Grant Option, in securing the services of a satisfactory attendant.
- F.** An attendant must perform *only* the allowable tasks for a Consumer in the Consumer's home, at a work site, or in another appropriate location (including a shopping mall, a movie theater, or a community event). A list of allowable attendant service tasks for all service delivery options, if the task is contained in the Consumer's service plan, is available at TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.57 (relating to Allowable and Unallowable tasks).
- G.** CMPAS Consumers may receive services under one of three service delivery options: Traditional Service Option, Consumer Directed Option, and Block Grant Option. Each service delivery option has its own set of requirements to which Grantee must adhere when delivering services to Consumers.

 - 1)** Traditional Service Option

 - a.** The Traditional Service Option is available to new Consumers.
 - b.** Under the Traditional Service Option, Grantee is the employer of record for the attendant and substitute attendant, but the Consumer retains control over certain personnel decisions, including selecting, supervising, and dismissing the attendant.
 - c.** Under the Traditional Service Option, Grantee must:

 - i.** Maintain and supervise a pool of substitute attendants to provide attendant services upon the Consumer's request;
 - ii.** Refer prospective attendants to the Consumer until the Consumer selects an attendant;

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- iii.** Hire an attendant who meets the required qualifications for an attendant under TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.55 (relating to Attendant Qualifications), and whom the Consumer agrees to supervise;
- iv.** Provide initial orientation training to an attendant before the attendant provides services to a Consumer. The training must include the topics specified in TAC, Title 26, Part 1, Chapter 275, Subchapter D, Division 1, Rule § 275.103(6);
- v.** Assume all responsibility for paying and filing attendant income and unemployment taxes and associated paperwork;
- vi.** Assume liability for attendant work-related injuries to the same extent as any employer;
- vii.** Prepare payroll and distribute payroll checks to attendants as required by state and federal law;
- viii.** Actively intervene to resolve problems between a Consumer and the Consumer's attendant when they cannot resolve on their own;
- ix.** Determine the salary and benefit package of an attendant;
- x.** Not discriminate against an attendant or applicant in violation of law;
- xi.** Accept the same responsibility as any employer for the acts of an attendant while on the job; and
- xii.** Conduct visits in the Consumer's residence as required under TAC, Title 26, Part 1, Chapter 275, Subchapter B, Rule § 275.29 and Rule § 275.31, and based on the specific needs of the Consumer or attendant at least annually. The visits must assess and document:
 - (a)** That the Consumer's service plan is adequate;
 - (b)** That the Consumer continues to need the services;
 - (c)** Whether the Consumer needs a service plan change;
 - (d)** That the attendant remains competent to perform the allowable tasks; and
 - (e)** That the attendant is performing the allowable tasks.

2) Consumer Directed Option

- a.** The Consumer Directed Option is available only to new Consumers.
- b.** Under the Consumer Directed Option, the Consumer is the employer of record for an attendant and substitute attendant, but Grantee is responsible for payroll for attendants and substitute attendants and filing tax-related reports for attendants and substitute attendants.
- c.** Under the Consumer Directed Option, Grantee must provide financial

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management services as a financial management services agency on behalf of the Consumer by:

- i.** Approving and monitoring a budget for services delivered through the Consumer Directed Option;
- ii.** Managing payroll, including calculating employee withholdings and employer contributions and depositing the funds with the appropriate agencies;
- iii.** Complying with applicable government regulations concerning employee withholding, garnishments, mandated withholding, and benefits;
- iv.** Preparing and filing required tax forms and reports;
- v.** Paying allowable expenses incurred by the Consumer;
- vi.** Obtaining employer-agent status with the Internal Revenue Service, the Texas Workforce Commission, and any other appropriate government agencies within the time frame established by each agency;
- vii.** Performing all employer-agent responsibilities required by government agencies that regulate the relationship between the employer-agent and the Consumer acting as the employer of record and maintaining an original or a copy of each form required to document compliance; and
- viii.** Attending, at least annually, HHSC training for financial management services agencies.

3) Block Grant Option

- a.** The Block Grant Option is no longer available to Consumers as of September 1, 2013. See TAC, Title 26, Part 1, Chapter 275, Subchapter D, Division 2, Rule § 275.125. Consumers in Region 08 who elected the Block Grant Option before it was discontinued may continue to receive services under that Option; but if the Consumer chooses another service delivery option, the Consumer may not return to the Block Grant Option.
- b.** Under the Block Grant Option, the Consumer is the employer of record for an attendant and is responsible for payroll, filing tax-related reports, and developing a monthly budget. Grantee is the employer of record for a substitute attendant only.
- c.** Grantee must:
 - i.** Reimburse the Consumer for attendant wages and unemployment taxes paid by the Consumer;
 - ii.** Negotiate with the Consumer and agree on an amount that Grantee will retain from reimbursements made under TAC, Title 26, Part 1, Chapter 275, Subchapter E, Rule § 275.209 (relating to Reimbursement) to compensate Grantee for its services to the Consumer and that is based on

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Grantee's actual cost of providing services to the Consumer, which may include:

- (a) The cost of providing substitute attendants,
 - (b) The cost of providing administrative services,
 - (c) The history of the Consumer's use of substitute attendants, and
 - (d) The need for Grantee intervention;
 - iii. Maintain and supervise a pool of substitute attendants to provide attendant services upon the Consumer's request;
 - iv. Provide each substitute attendant an initial orientation before the attendant provides services to the Consumer. The training must include the topics specified in TAC, Title 26, Part 1, Chapter 275, Subchapter D, Division 2, Rule § 275.127(5).
 - v. Send a substitute attendant at the Consumer's request;
 - vi. For any Consumer Grantee learns is failing to fully perform any duty the Consumer is required to perform as the attendant's employer of record:
 - (a) Counsel the Consumer regarding the consequences of noncompliance;
 - (b) Offer the Consumer the choice of another Program option; and
 - (c) Consider suspending services as provided by TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.65 (relating to Suspension of Services), if the Consumer does not choose the Traditional Service Option and does not perform the duties as employer of record.
- H. Regardless of service delivery option, a Program Grantee must meet and comply with TAC, Title 26, Part 1, Chapter 275, Subchapter C, Rule § 275.53 (relating to Provider Qualifications and Responsibilities in All CMPAS Service Delivery Options).

13. CONSUMER CASE FILES AND GRANTEE RECORDS

- A. Grantee shall maintain a case file for each Consumer served. The case file shall include the following, at a minimum:
- 1) Individual service plan;
 - 2) HHSC Form 2060, Needs Assessment Questionnaire and Task/Hour Guide;
 - 3) A copy of the financial eligibility determination worksheet;
 - 4) A copy of the HHSC Form 2065-A, Notification of Community Care Services, provided to the Consumer;
 - 5) Emergency incidents;

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- 6) Complaints and complaint resolutions;
 - 7) Documentation of all communication between Grantee and the Consumer; and
 - 8) All other forms required to be created or maintained in relation to a Consumer under TAC, Title 26, Part 1, Chapter 275, or other applicable law.
- B.** Grantee must provide any case file HHSC requests within ten (10) business days after the request date.
- C.** Grantee's programmatic, financial, and supporting records shall be:
- 1) Sufficient to demonstrate performance under the Grant Agreement;
 - 2) Adequate to document compliance with applicable standards;
 - 3) Sufficient to document the services provided to each Consumer;
 - 4) Easily retrievable; and
 - 5) Made available to the incumbent Grantee during turnover (with the exception of financial records); and
 - 6) Available to HHSC within twenty-four (24) hours from the date of request.
- D.** HHSC requires Grantee to maintain all other documents required under this **Attachment A (Scope of Grant)** and applicable law.

14. EMERGENCY PLAN

- A.** Grantee shall develop, maintain, and, when an emergency arises, implement, an emergency plan. An emergency is described as an unforeseen circumstance or combination of circumstances involving a Consumer that requires immediate action on the part of Grantee or results in a Consumer's urgent need for assistance or relief.
- B.** Within thirty (30) business days after execution of the Grant Agreement, Grantee must submit to HHSC for approval a final emergency plan. Grantee shall make and submit to HHSC for approval at least thirty (30) business days before a change becomes effective, on-going plan updates and changes. Grantee shall make and implement any change HHSC requires for approval within thirty (30) business days after HHSC notifies Grantee of the required change. Grantee shall notify HHSC of any emergency via the formal communication process, outlined in Section 3 of this document, within one business day after the emergency.
- C.** If an emergency occurs with a Consumer, Grantee shall maintain the following documentation in the Consumer's case file:
- 1) Date of emergency;
 - 2) Type and description of the emergency;

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- 3) The outcome or resolution of the emergency;
 - 4) Name of any persons Grantee notified of the emergency and name of Grantee staff providing the notice; date of notification; and relationship to the Consumer of any person notified;
 - 5) Date on which Grantee notified HHSC and name of Grantee staff providing that notice; and
 - 6) Method of notice.
- D. Grantee shall maintain a log with the documentation required under this section in the file of the Consumer experiencing the emergency for three (3) years or as designated under Record Retention Requirements, whichever is later. The emergency log shall be made available to HHSC within one (1) business day after the emergency.

15. COMPLAINT RESOLUTION PLAN

- A. Without limiting the applicability of TAC, Title 40, Part 1, Chapter 49, Subchapter C, Rule § 49.309 or any other applicable legal requirement, Grantee shall resolve any complaint received within ten (10) calendar days after receipt of the complaint and shall document the resolution. Grantee must submit a copy to HHSC of any complaint it requests within three (3) business days after the date of the HHSC request.
- B. Within thirty (30) business days after execution of the Grant Agreement, Grantee must submit to HHSC for approval a Complaint Resolution Plan that is consistent with the requirements set forth in TAC, Title 40, Part 1, Chapter 49, Subchapter C, Rule § 49.309 and this section. Grantee shall make and submit to HHSC for approval at least thirty (30) business days before a change becomes effective, on-going plan updates and changes. Grantee shall make and implement any change HHSC requires for approval within thirty (30) business days after HHSC notifies Grantee of the required change.
- C. Grantee shall maintain a report which includes the following documentation for each complaint received and develop a complaint report to notify HHSC with the following elements:
 - 1) Date of Grantee's receipt of the complaint;
 - 2) Name of complainant;
 - 3) Name of the Consumer, if different than complainant;
 - 4) Contact information for complainant and, if different, of any Consumer receiving services to which the complaint relates;
 - 5) A description of, and details about, the complaint;
 - 6) Steps taken by Grantee to investigate the complaint and its resulting findings;

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- 7) Complaint resolution;
- 8) Name of staff involved in resolution;
- 9) Date resolution was completed; and
- 10) Date Grantee provided information to the complainant as described in TAC, Title 40, Part 1, Chapter 49, Subchapter C, Rule § 49.309(b).

16. NEED TO INFORM

Grantee shall inform HHSC Contract staff within ten (10) calendar days via the formal communication process after any of the following conditions occurs:

- A. Problems, delays, or adverse conditions which materially impair Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
 - 1) Action taken to address the issues creating delays,
 - 2) Action taken to meet contractual requirements notwithstanding those issues; and
 - 3) Any assistance needed to resolve the situation.
- B. Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve Grantee or could affect the Program;
- C. Change in location or physical location for Contract-related work (*NOTE: This requirement is for Contract purposes. Grantee must comply with all licensure requirements related to any such change, including earlier, including pre-change, deadlines*); or
- D. Any changes in key contract personnel.

17. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

- A. Grantee must have a written disaster recovery and business continuity plan. The plan must comprehensively describe the approach to a disaster that could affect the need for Program services under this Contract or its ability to provide associated contractual requirements. The written plan must be based on a risk assessment that identifies the disasters from natural and human causes that are likely to occur in the agency's service area and must include a continuity of operations business plan that addresses direction and control; warning and communication; emergency financial needs and resource management; Consumer, staff, and attendant safety; continuity in the performance of, or arrangements for, essential service functions and the essential service needs of Consumer services; critical personnel; and how to return to operations as quickly as possible. The plan must provide for uninterrupted service delivery to the Consumers.
- B. The approved plan must be in place prior to the effective date of the Grant Agreement.

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Grantee must update and resubmit to HHSC for approval, implement, and maintain its written Disaster Recovery and Business Continuity Plan within fifty (50) calendar days after execution of the Grant Agreement or by the date specified by HHSC and annually thereafter within thirty (30) calendar days prior to the end of each State Fiscal Year. The plan must include the following:

- 1) An overall approach for reestablishing operations and service delivery, or implementing alternative arrangements for continuity of service to Consumers, within twenty-four (24) hours after the onset of an unplanned catastrophe that affects operations;
- 2) A description of potential issues that may realistically occur, such as natural disasters or a cyber-attack that debilitates operations, with an outline of actions to address and resolve anticipated and unanticipated problems;
- 3) A description of the planning for a disaster recovery site location and alternative arrangements, and procedures for necessary decision making. A disaster recovery site location must be located in the continental United States. Indicate the location of the disaster recovery site and the proximity to the central site;
- 4) A description of backup and recovery procedures for and attendant services to Consumers and records, specifying timeframes for restoring full and partial services;
- 5) A contingency plan addressing interruption to the established training plan and outlining communication processes, short and/or long-term resolutions, action steps, and response timeframes;
- 6) A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met during a disaster recovery phase;
- 7) The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and
- 8) A plan and schedule for training staff and Consumers and conducting drills to test the disaster recovery plan and procedures at least annually, and more frequently, if required by HHSC. After each drill, Grantee must revise its plan to address any gaps or deficiencies in the plan identified as a result of the drill.

18. TRANSITION PLAN

A. Grantee must develop and maintain a comprehensive transition plan which explains how it shall ensure service gaps do not exist for current Program services. Grantee shall coordinate and facilitate all transition activities with the outgoing CMPAS provider. Grantee must work with HHSC to schedule and complete all activities required to maintain service continuity notwithstanding the transition.

B. The transition plan must include the following:

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- 1) Identification, management, and mitigation of risks related to assuming Grantee responsibilities under the Grant Agreement and from the outgoing CMPAS provider;
 - 2) Comprehensive and detailed step-by-step actions for successful transition of current operations from the outgoing CMPAS provider to Grantee, including the respective roles and responsibilities of each in the transition;
 - 3) Grantee's plan of action to ensure uninterrupted service to current Consumers; and
 - 4) Detailed schedule of continued business operations for all transition functions and requirements.
- C. A transition plan must be submitted to HHSC within thirty (30) business days after execution of the Grant Agreement.

19. PLAN OF OPERATION

- A. Grantee shall maintain and implement a plan of operation submitted with the application until HHSC approval of Grantee's final plan of operation. Grantee must submit its final plan of operation to HHSC for approval within thirty (30) business days after execution of the Grant Agreement and implement it, once it is approved.
- B. Grantee shall make and submit to HHSC for approval, at least thirty (30) business days before a change becomes effective, ongoing plan updates and changes. Grantee shall make and implement any change HHSC requires for approval within thirty (30) business days after HHSC notifies Grantee of the required change via the Formal Communication Process set out in Section 3.
- C. The plan of operation must include the following:
 - 1) Hours of operation and the setting in which the services are provided;
 - 2) Job titles and contact information for administrative staff and their responsibilities related to fulfilling contractual obligations; and
 - 3) Number and job classification of staff delivering services.

20. KEY PERSONNEL AND ORGANIZATIONAL REQUIREMENTS

- A. Grantee must maintain adequate staffing, with the capacity to adjust its levels of qualified staff to meet the requirements of the Grant Agreement, applicable state and federal requirements, and changing HHSC and Consumer needs.
- B. To establish strong Grantee accountability controls, Grantee must propose and provide ongoing reporting of organizational structure and identification of key personnel, including resumes and references for HHSC approval.

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- C.** Grantee must identify the key personnel and propose an allocated percentage of their time that will be dedicated to the Grant Agreement or up to one hundred percent (100%) (i.e., not permitted to manage, oversee, or participate in other projects, contracts, etc.). Grantee must report any restructuring of the organization, or any organizational changes specified in this section.
- D.** Without limitation, Grantee must:
- 1)** Maintain a core staff with experience in systems, operations, policy and procedures, and in the functional areas in which they work that is sufficient for successful fulfillment of contractual and performance requirements;
 - 2)** Allocate key personnel and their percentage of time to the Grant Agreement approved by HHSC;
 - 3)** Submit notification to HHSC in writing within ten (10) calendar days after a key personnel vacancy occurs for any reason, or prior to making any changes in key personnel, other than changes due to resignation, death, or military recall. Notification must include a plan to recruit key personnel;
 - 4)** Submit an initial organizational chart within thirty (30) calendar days after execution of the Grant Agreement or by any other date specified by HHSC, including the names and positions of all personnel assigned to the Grant Agreement. The organizational chart must designate who are key personnel;
 - 5)** Submit an updated organizational chart as changes in personnel occur or as requested by HHSC;
 - 6)** Submit notification to HHSC in writing within ten (10) calendar days after any key personnel is temporarily or permanently redirected to perform functions other than the responsibilities of the current position held by that key personnel; and
 - 7)** Ensure appropriate staff is available to meet with HHSC and that HHSC access to staff is not restricted.

21. STAFF DEVELOPMENT

- A.** Grantee shall maintain and implement a written plan for developing and enhancing the performance of staff responsible for providing services. Within thirty (30) business days after execution of the Grant Agreement, Grantee shall submit to HHSC for approval its final staff development plan. Grantee shall submit to HHSC for approval, at least thirty (30) business days before a change becomes effective, a revised staff development plan. Grantee shall implement any change HHSC requires for approval within thirty (30) business days after HHSC notifies Grantee of the required change.
- B.** Grantee shall train staff and ensure their competence to provide services.
- C.** Grantee shall determine the appropriate number of training hours required for each staff

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person to meet the minimum requirements of competency.

- D.** Grantee's written plan for staff development shall include:
- 1) The total minimum number of training hours required for each staff person to meet minimum competency requirements;
 - 2) A schedule for training, including the number of hours for each training;
 - 3) The training curriculum, including specific topics;
 - 4) Training objectives;
 - 5) The training method;
 - 6) Names of the instructors; and
 - 7) A plan to monitor and address staff performance.
- E.** Grantee shall provide the following trainings to all staff prior to the staff member providing services:
- 1) Orientation to community resources;
 - 2) Grantee's policies and procedures;
 - 3) United States Code, Title 29, Section 794 (relating to Nondiscrimination under federal grants and programs); and
 - 4) Confidentiality of records.
- F.** When applicable, Grantee shall document the reason for any failure to provide the required training to staff within the required timeframe.

22. PERFORMANCE AND COMPLIANCE

HHSC may take the following actions in the event of Grantee's non-compliance with the Grant Agreement or a missed Deliverable or KPR:

- A.** Suspending all or part of the Grant Agreement;
- B.** Requiring Grantee to take specific corrective actions to remain in compliance with terms of the Grant Agreement;
- C.** Recouping payments made to Grantee, or applicable subrecipient, found to be in error;
- D.** Suspending, limiting, or placing conditions on the continued performance of the Grant Agreement;
- E.** Imposing any other remedies authorized under the Grant Agreement; and

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F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

23. KEY PERFORMANCE REQUIREMENTS (Attachment B) AND DELIVERABLES (Attachment C)

A. Grantee must provide all services at or above the level established in **Attachment B (Key Performance Requirements (KPRs))** and must submit all required deliverables and reports in accordance with **Attachment C (Deliverables)**.

B. HHSC will monitor the performance of Grant Agreement. All contractual services and Deliverables under this Grant Agreement must be provided at an acceptable quality level and in a manner consistent with acceptable standards, customs, and practices. Grantee must ensure services are provided at least at the level established for CMPAS approved minimum goals and outcomes. Grantee must report on key performance requirements and outcomes in accordance with the quality and performance outlined below:

- 1) All services and Deliverables provided under this agreement must be provided in a manner consistent with the standards of quality and integrity as outlined in the agreement and the Solicitation.
- 2) All services and Deliverables must meet or exceed the required level of performance specified in or under any agreement, and must meet or exceed HHSC's mission and objectives, as set forth in the Solicitation.
- 3) Grantee must perform the services in a quality manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in the agreement.

C. HHSC's formal communication process will be utilized for the submission of all KPRs and Deliverable reports. HHSC provides comments and approval of each report provided in support of this agreement via the formal communication process.

24. TURNOVER PLAN

A. Turnover is defined as those activities that are required of Grantee in order to transition contractual operations to a subsequent CMPAS provider, or to HHSC. During turnover, Grantee must ensure that HHSC and the Consumers do not experience any adverse impact from the transfer of services to another entity or to HHSC. Within thirty (30) business days after execution of the Grant Agreement, Grantee must submit to HHSC for approval, a final turnover plan, which it shall update as needed during the term of the Grant Agreement. Within sixty (60) calendar days prior to the end of each State Fiscal Year, Grantee must submit an Annual Operations Turnover Plan to HHSC for approval. Within six (6) months prior to the end of the Grant Agreement, or as otherwise requested by HHSC, Grantee must submit a "ready to execute" turnover plan to HHSC for approval. Grantee shall complete any change HHSC requires for approval within thirty business

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days after HHSC notifies Grantee of the required change.

B. Turnover activities must include the following requirements:

- 1) Transfer of information, including data (if applicable); data entry or case file software (if utilized); third-party software and modifications (if utilized); documentation relating to software and interfaces; functional business process flows; and operational information pertaining to the delivery of services to Consumers;
- 2) Transfer, with appropriate consents, of all written (including electronic format) documentation, including policies and procedures, case files, emergency and complaint documentation, and pending or in-progress eligibility determinations;
- 3) Transfer of all training schedules and materials in electronic format including but not limited to: development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all other training and curriculum development documentation and data related to the required training of Grantee staff;
- 4) Comprehensive and complete knowledge transfer to HHSC or to another entity of all practices and procedures utilized in performing all contractual requirements;
- 5) The implementation of a quality assurance process to monitor turnover activities; and
- 6) Training HHSC and/or successor staff in the operation of business processes and any supporting processes related to the Grant Agreement.

C. Grantee's turnover plan must delineate the turnover activities Grantee will take conduct through the end of the Grant Agreement and for the subsequent six (6) months after the end of the Grant Agreement. Grantee is required to cooperate with HHSC and the successor to make available information and experience Grantee acquired during the Contract term to the extent necessary to assist in a successful transition to the successor.

D. At a minimum, Grantee's turnover plan must include the following:

- 1) Grantee's plan for the turnover;
- 2) Defined tasks and subtasks for the turnover, including staffing and resource requirements;
- 3) Turnover schedule;
- 4) Current documentation of outstanding issues;
- 5) Statement of resource requirements that must be met by a successor or HHSC to take over the program, including organization charts and resource requirements necessary to perform the operations of the program;

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- 6) Knowledge transfer to successor or HHSC; and
 - 7) Any other information needed for an orderly transfer of services.
- E.** Upon notification by HHSC that turnover activities are required, Grantee must complete 100% of all turnover activities and obtain HHSC approval that all turnover activities have been completed prior to Grantee's submission for final payment.

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 1	
Reporting Period	As Required
Service/Component	Official Correspondence State Action Request or Vendor Action Request
Performance Standard	Grantee shall submit complete and accurate responses to any State Action Request (SAR) or Vendor Action Request (VAR) Response memos no later than ten calendar days after Grantee's receipt of the request or by the date specified in the memo.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Assess liquidated damages or penalties; or D. Terminate prior to contract end date. <p>Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.</p>
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date.</p> <p>All correspondence shall be sent to HHSC CMPAS SAR VAR at the e-mail address COMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 2	
Reporting Period	As Requested
Service/Component	Official Correspondence SAR or VAR Extensions
Performance Standard	Grantee must submit a written request for extension of a SAR deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after Grantee receives the SAR.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, response being found incomplete or inaccurate by HHSC, or failure to provide requested response by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. <p>Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.</p>
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date.</p> <p>All correspondence shall be sent to HHSC CMPAS SAR VAR at the e-mail address CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 3	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination
Performance Standard	Grantee must accurately determine eligibility for all applicants HHSC refers for an assessment and eligibility determination at least 95% of the time.
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. <p>Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.</p>
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by performing a quality assurance check of Grantee's initial eligibility determinations to assess their accuracy, based on a random sample of documentation supporting the determination for applicants, which HHSC requests from the list required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01</u>.</p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us</p>

ATTACHMENT B

KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 4	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination
Performance Standard	Within thirty (30) calendar days after referral, Grantee must complete a final eligibility determination, including written notice to the applicant, for applicants HHSC refers from the interest list, at least 95% of the time.
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. <p>Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.</p>
Calculation/Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing, on a quarterly basis, the date HHSC referred the applicant from the interest list to Grantee, with the date of Grantee's final eligibility determination, including written notice to the applicant, using a random sample of applicants from the list required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01</u> comparing, on a quarterly basis, the date HHSC referred the applicant from the interest list to Grantee, with the date of Grantee's final eligibility determination, including written notice to the applicant, using a random sample of applicants from the list required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01</u>.</p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 5	
Reporting Period	Quarterly
Service/Component	Initial Eligibility Determination and Reassessment
Performance Standard	Grantee must ensure accurate determinations of the Consumer's copayment under 40 TAC 275.201, 95% of the time
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by performing a quality assurance check on the initial eligibility determination, consumer service plan changes, and annual reassessments on a quarterly basis to assess the accuracy of co-payment determinations under 40 TAC §275.201, using a random sample of documentation supporting the determination of copayments, which HHSC requests based on the lists required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01 and D-01.1.</u></p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS SAR VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 6	
Reporting Period	Quarterly
Service/Component	Reassessment
Performance Standard	Grantee must ensure 95% accuracy in the annual reassessment of eligibility for all Consumers.
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines compliance with this KPR by performing, on a quarterly basis, a quality assurance check on the annual or change in status-based reassessment to assess the accuracy of the reassessment and resulting determinations and any service changes, using a random sample of Grantee's reassessment documentation, which HHSC requests based on the lists required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01.1.</u></p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 7	
Reporting Period	Quarterly
Service/Component	Service Delivery Requirements
Performance Standard	Grantee shall initiate services within seven (7) calendar days after notifying HHSC of start of care, at least 95% of all instances.
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines compliance with this KPR, on a quarterly basis, the date Grantee began providing services to an eligible applicant, using a random sample of applicants determined to be eligible for service from the list required to be submitted under <u>Attachment C, Deliverables, CMPAS D-01</u>.</p> <p>All correspondence shall be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 8	
Reporting Period	Quarterly
Service/Component	Service Plan Changes
Performance Standard	Grantee must complete all service plan changes within seven (7) calendar days of Grantee becoming aware of the need or request for a service plan change, at least 95% of all instances.
Measurement of Noncompliance	Each percentage point under 95%
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>Compliance with this KPR is determined by the following:</p> <ol style="list-style-type: none"> 1. Determination by HHSC on a quarterly basis by comparing the date Grantee became aware of the need for a change or request of a change compared to the date of disposition of the change, per <u>Attachment C, Deliverables, CMPAS D-01 and D-01.1.</u> 2. Determination by HHSC's quality assurance check on the service plan changes of consumers on a quarterly basis via random sample of the list, as stated in <u>Attachment C, Deliverables, CMPAS D-04.</u> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 9	
Reporting Period	As Requested
Service/Component	Service Delivery Requirement
Performance Standard	Grantee shall make all financial information requested by HHSC available by the due date indicated on the SAR.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the date and content of Grantee's submission relative to the financial information requested by HHSC via the formal communication process and the established due date.</p> <p>All correspondence shall be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 10	
Reporting Period	Annually and as Required
Service/Component	Plan of Operation
Performance Standard	Grantee shall submit a final Plan of Operation to HHSC for approval within thirty (30) business days after execution of the contract; within thirty (30) business days prior to the end of each State Fiscal Year of the contract; and at least thirty (30) business days before any other change in the Plan of Operation is to become effective.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the submission date of the Plan of Operation via the formal communication process with the established due date.</p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 11	
Reporting Period	Each Emergency Incident
Service/Component	Emergency Plan
Performance Standard	Grantee shall report any emergency to HHSC within one business day after the emergency.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the date Grantee submitted notice of the emergency incident to HHSC via the formal communication process to the established due date</p> <p>All correspondence must be sent to the HHSC CMPAS SAR VAR e-mail address at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 12	
Reporting Period	As Requested
Service/Component	Copies of individual complaint reports
Performance Standard	Grantee shall submit to HHSC copies of any complaint HHSC requests within three (3) business days after the date of the HHSC request.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>Compliance with this KPR is determined by comparing the submission date of the requested compliant reports via the formal communication process to the established due date.</p> <p>All correspondence must be sent to the HHSC CMPAS mailbox at CMPAS_SAR_VAR@hhsc.state.tx.us.</p>

ATTACHMENT B
KEY PERFORMANCE REQUIREMENTS

CMPAS KPR 13	
Reporting Period	One Time and As Required
Service/Component	Complaint Resolution Plan
Performance Standard	Grantee shall submit to HHSC for approval a final Complaint Resolution Plan that complies with RFA <u>Exhibit B, Contractual Requirements, Section 14</u> , within thirty (30) business days after execution of the contract and shall submit any changes and updates to HHSC for approval at least thirty (30) business days before a change is to become effective.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ol style="list-style-type: none"> 1) Escalate to Agency Management and Procurement and Contracting Services (PCS), 2) Implement enhance monitoring, 3) Reduce services or dollars associated with the contract, 4) Collection of improper payments/disallowances, 5) Impose adverse actions: <ol style="list-style-type: none"> A. Suspension of referrals or services; or B. Suspension of payments; or C. Terminate prior to contract end date. 6) Report Grantee to Vendor Performance Tracking System, as applicable, for unsatisfactory performance, to the appropriate licensing organization, the Office of Inspector General (OIG), or law enforcement.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the date Grantee submits Complaint Resolution Plan via the vendor formal communication process with the established due date and review of content provided by Grantee.</p> <p>All correspondence must be sent to the HHSC CMPAS Mailbox at CMPAS SAR VAR@hhsc.state.tx.us.</p>

ATTACHMENT C DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
<p>CMPAS D-01 Initial Eligibility Determination</p>	<p>3, 4, 5, & 7,</p>	<p>Grantee shall provide HHSC with a list of all applicants HHSC referred from the interest list for an assessment and eligibility determination with respect to whom Grantee has sent a notice of its eligibility determination. This list shall include the name of the applicant assessed; the eligibility determination and date; the date of written notice to the applicant; the date Grantee began providing services to an eligible applicant; and the amount of an eligible applicant's copayment.</p>	<p>By the tenth (10th) of the month following the end of the quarter</p>	<p>Quarterly</p>
<p>CMPAS D-01.1 Reassessment</p>	<p>5, 6, & 8</p>	<p>Grantee shall provide a list of Consumers for which annual reviews have been completed during the quarter. This list shall include the name of the Consumer; the due date for the annual reassessment (one year after the service initiation or last reassessment date) or the date Grantee learns of a Consumer change in status requiring reassessment; the date the reassessment was completed; and the date and nature of any service plan changes.</p>	<p>By the tenth (10th) of the month following the end of the quarter</p>	<p>Quarterly</p>

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
CMPAS D-01.2 Consumer Case Files and Grantee Records	3 & 4	Grantee shall provide case files to HHSC upon request no less than ten (10) business days after the HHSC request date.	No less than ten (10) business days after the HHSC request date	As Requested
CMPAS D-02 Suspension or Termination of Services		Grantee shall notify HHSC no less than seven (7) business days of any suspension or Termination of Consumer services.	No less than seven (7) business days	As Required
CMPAS D-03 Service Delivery Location		Grantee shall notify HHSC contract staff of a new service delivery location for contract-related work.	As required	As Required
CMPAS D-04		Grantee shall provide a list of Consumer service plan changes by the tenth (10 th) of the month following the end of the quarter. This list shall	By the tenth (10 th) of the month following the end of the quarter.	Quarterly

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
Service Delivery		include the name of the Consumer served, the date Grantee became aware of the change in the Consumer's circumstances, the date of reassessment, and the date of the completed service plan changes and Grantee begins delivering services.		
CMPAS D-05 Changes to Key Personnel		Grantee shall submit notification to HHSC in writing no less than ten (10) calendar days that a Key Personnel vacancy will occur for any reason or prior to making any changes in Key Personnel. Notification must include a plan to recruit Key Personnel.	No less than ten (10) calendar days of occurrence	As required
CMPAS D-05.1 Initial Organization Chart		Grantee shall submit an initial organizational chart no less than thirty (30) calendar days after contract execution, or by another date specified by HHSC, including the names and positions of all personnel assigned to this contract. The organizational chart must designate who are Key Personnel.	No less than thirty (30) calendar days after contract execution or by any other date specified by HHSC	One-time
CMPAS D-05.2 Key Personnel Changes		Grantee shall provide notification to HHSC in writing no less than ten calendar (10) days whenever Key Personnel are permanently or temporarily redirected to perform functions other than the responsibilities of their current position.	No less than ten (10) calendar days of occurrence	As required

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
CMPAS D-06 Plan of Operation	10	Grantee shall submit a final plan of operation to HHSC no less than thirty (30) business days after execution of the contract. Grantee shall submit to HHSC for approval on-going plan updates and changes at least thirty (30) business days before a change is to become effective.	No less than thirty (30) business days after execution of the contract At least thirty (30) business days before a change becomes effective	One-time As Required
CMPAS D-07 Staff Development Plan		Grantee shall submit a final staff development plan to HHSC no less than thirty (30) business days after execution of the contract. Grantee shall submit to HHSC for approval on-going plan updates and changes at least thirty (30) business days before a change is to become effective.	No less than thirty (30) business days after execution of the contract At least thirty (30) business days before a change becomes effective	One-time As Required
CMPAS D-08 Emergency Plan	11	Grantee shall submit a final Emergency Plan to HHSC for approval no less than thirty (30) business days after execution of the contract. Grantee shall submit to HHSC for approval on-going plan updates and changes at least thirty (30) business days before a change is to become effective.	No less than (thirty) 30 business days after execution of the contract At least (thirty) 30 business days before a change becomes effective	One-time As Required

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
CMPAS D-09 Complaint Resolution Plan	13	Grantee shall submit to HHSC for approval a final Complaint Resolution Plan no less than thirty (30) business days after execution of the contract and shall submit on-going plan updates and changes to HHSC for approval at least thirty (30) business days before a change is to become effective.	No less than thirty (30) business days after execution of the contract At least thirty (30) business days before a change becomes effective	One-time As Required
CMPAS D-10 Complaint Reports/Files	12	Grantee shall submit to HHSC copies of any complaint report HHSC requests no less than three (3) business days after the HHSC request.	No less than three (3) business days of a request from HHSC	As Requested
CMPAS D-11 Expenditures		Grantee shall submit the Expenditure Proposal utilizing an Agency approved template no less than thirty (30) calendar days after contract execution or by the date specified by HHSC; and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.	No less than thirty (30) calendar days after contract execution Annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.	One-time Annually

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
CMPAS D-11.1 Expenditure and Projection Report		Grantee shall provide quarterly expenditure and projection reports to HHSC by the twentieth (20 th) calendar day after the end of the quarter.	By the twentieth (20 th) calendar day after the end of the quarter	Quarterly
CMPAS D-12 Invoicing		Grantee shall submit invoice requests for reimbursement or payment monthly by the twenty-fifth (25 th) calendar day of the month following the month in which expenses were incurred.	By the 25 th calendar day of the month following the month in which expenses were incurred, except for a reimbursement or payment request as a final close-out invoice no later than forty-five, which is due no later than (45) calendar days following the end of the term of the Grant Agreement.	Monthly
CMPAS D-13 Transition Plan		Grantee shall provide to HHSC a final draft of its Transition Plan no later than ten (10) business days after the date of contract execution.	No less than ten (10) business days after the date of contract execution	One-time

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
CMPAS D-14 Contract Monitoring Requirements and Questionnaire		Grantee shall submit a current Contract Monitoring Questionnaire within thirty (30) calendar days after contract execution and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.	No less than thirty (30) calendar days after contract execution Annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.	One-time Annually
CMPAS D-15 Turnover Plan		Grantee shall submit a final Turnover Plan to HHSC for approval no less than (thirty) 30 business days after execution of the contract, and an Annual Operations Turnover Plan no less than sixty (60) calendar days prior to the end of each state fiscal year of the contract. Six (6) months prior to the end of the contract, or as otherwise requested by HHSC, Grantee must submit to HHSC a "ready to execute" Turnover Plan.	No less than (thirty) 30 business days after execution of the contract No less than sixty (60) calendar days prior to the end of each operational year of the contract Six (6) months prior to the end of the contract or as otherwise requested by HHSC	One-time Annually As Requested

ATTACHMENT C: DELIVERABLES

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
<p>CMPAS D-16 Emergency Preparedness and Business Continuity Plan</p>		<p>Grantee shall have an approved Emergency Preparedness and Business Continuity Plan no less than fifty (50) calendar days after contract execution or by the date specified by HHSC; and must update and resubmit it to HHSC annually thereafter no less than thirty (30) calendar days prior to the end of each operational year for approval.</p>	<p>No less than fifty (50) calendar days after execution of the contract or date specified by HHSC</p> <p>Annually no less than thirty (30) calendar days prior to the end of each operational year</p>	<p>One-time</p> <p>Annually</p>

ATTACHMENT D

BUDGET

- A.** Grantee shall invoice HHSC based on non-reimbursed and allowable expenses under Grantee’s approved budget that Grantee has incurred at the time of the request. Grantee shall submit requests to HHSC for reimbursement or payment monthly by the timeframe listed below.
- B.** Grantee shall submit an invoice in the format prescribed by HHSC with the required supporting documentation within 25 calendar days after the last day of each month in which services were provided.
- C.** Grantee must submit its invoices for reimbursement or payment to the HHSC CMPAS mailbox at cmpas_sar_var@hhsc.state.tx.us within the time frames established under the preceding paragraph of this Attachment. Grantee must maintain and submit with each invoice documentation supporting the provision of service and substantiating the costs incurred and the invoice submitted for payment. Grantee must use the following naming convention for the subject line of the e-mail: “Grantee’s Legal Entity Name. Invoice #. Month Year.” For example, an invoice submitted to HHSC by ABC, Inc., for the month of September 2019 would look like this: “ABC, Inc. Invoice #1. September 2019.”
- D.** The invoice must comply with 34 Texas Administrative Code (TAC), Part 1, Chapter 20, Subchapter F, Division 1, Rule § 20.487, Invoicing Standards. Without limiting those requirements, the invoice must include:
1. Grantee’s Legal Name;
 2. State of Texas vendor number or federal tax identification number;
 3. Grantee’s address;
 4. Grantee’s telephone number;
 5. Invoice number;
 6. State agency Contract No.;
 7. State agency and division name;
 8. Description of goods and services provided;
 9. Date(s) of service;
 10. If a sub-contractor(s) is required to provide Program services, an attached explanation of benefits (“EOB”) for the sub-contractor(s) services rendered;
 11. The name and telephone number of a person designated by Grantee to answer questions regarding the invoice; and
 12. Documentation supporting the services, and substantiating costs incurred for the invoice provided to HHSC.
- E.** Grantee must submit the first expenditure report within 30 calendar days after execution of the Grant Agreement or by the date specified by HHSC; and annually, thereafter, no less than 60 calendar days prior to the end of each State fiscal year.

ATTACHMENT D

BUDGET

- F. Grantee must provide quarterly expenditure and projection reports to HHSC by the 20th calendar day after the end of the quarter. The quarters for reporting are listed below:
1. First Quarter (September through November): Due by December 20th;
 2. Second Quarter (December through February): Due by March 20th;
 3. Third Quarter (March through May): Due by June 20th;
 4. Fourth Quarter (June through August): Due by September 20th.
- G. If Grantee exceeds ten percent (10%) of the projection report required under Attachment C (Deliverables), Item D-11.1 (relating to Expenditures), for two (2) consecutive months, Grantee must explain its corrective actions to stay within grant maximum funding available for the remaining state fiscal year, which is September 1st through August 31st. If Grantee determines a need to modify the allocation of funds amongst the regions, Grantee shall submit a change order request to HHSC for approval. The request shall include the individual regional rates and must remain within the total grant fund.
- H. Final payment shall be based on the information provided by Grantee within sixty (60) days after the termination of the Contract. This payment provision applies to final payment whether at the completion of the Contract period or in the event of early Contract termination.
- I. The original Grantee's Expenditure Report (**Section J below**), and the annual Grantee Expenditure Report, must provide projected costs for the remaining term of the Contract and actual costs for costs incurred during the performance of the contract. The Quarterly Expenditure Report must include actual costs.
1. All expenditure reports must adhere to the following requirements:
 - a. Personnel – The actual cost of employee salaries devoted to working on activities directly related to the CMPAS Program. These costs are allowable to the extent that they are identified in the Contract budget and conform to 45 CFR Part 75. Specify by title or name the positions that support the CMPAS services; how many positions the Grantee has with the same title or name; and the percentage of time each position allocates to each service. Do not include the costs of consultants. The costs of consultants must be included in a separate category under "Other."
 - b. Fringe Benefit – The specific costs of fringe benefits, such as the amount spent for contributions under the U.S Code, Title 26, Subtitle C, Chapter 21, Federal Insurance Contributions Act, and the Labor Code, Title 4, Subtitle A, Texas Unemployment Compensation Act, and for health insurance, worker's compensation, retirement, and leave. The fringe benefit rate should be based on Contractor's actual expenditures. The fringe benefit rate is typically calculated by dividing an organization's total fringe benefit costs by total wage/salary costs. Provide specific calculations that show how these costs were derived. The cost of fringe benefits is allowable in proportion to the amount of time employees devote to the grant- funded Project, and to the extent that the benefits are reasonable and are in accordance with 45 CFR Part 75.431 and CFR § 200.

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- c.** Travel – The cost of transportation, lodging, meals, and related expenses incurred by employees of the organization while performing duties relevant to CMPAS. Out-of-state travel is travel outside of the Contractor’s service area or outside of the State of Texas to attend conferences and training. Travel costs associated with out-of-state travel are allowable only to the extent that HHSC has given it prior approval, with such approval to be given at least 30 days in advance of the travel. Other/local travel costs are those incurred in direct support of the CMPAS Program and include items such as traveling to outlying counties at least once per month, tolls, and parking fees. Costs attributable to conference registration fees must be classified under the “Other” cost category. HHSC will only reimburse travel costs up to the maximum travel rates identified in the State of Texas Travel Policies and Procedures, available at: <https://fmx.cpa.texas.gov/mt/fmx/poliproc/travel/index.php>. Do not enter costs for consultants' travel or local transportation. Include this information under “Other.”
- d.** Materials and Supplies – The cost of consumable items necessary to carry out the services under this HHSC program, including office supplies, Consumer educational supplies, software, and any tangible items other than those defined under equipment.
- e.** Equipment – The cost of any purchases of an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. *(NOTE: If the item does not meet the \$5,000 threshold, include it in your budget under “Supplies.” Include items such as maintenance for copiers or postage meters as part of “Other” costs).*
- f.** Professional Services and Subcontractors – Each known Contractor, including the names of the organizations or individuals, the purposes of the Contracts, and the estimated dollar amounts of the awards as part of the budget justification. If the name of the Contractor, exact scope of work, and estimated total costs are not available or have not been negotiated, enter something such as “Contractor A” as the Contractor name, and include the best estimate of the cost of the work, as well as the best available description of the nature of the work to be purchased. Any third-party Contract that is equal to or exceeds \$100,000 over the life of the Contract must obtain prior written approval from HHSC before entering into the Contract.
- g.** Other – All other costs not included under another category. Examples of these costs include: non-Contractual fees and travel paid directly to individual consultants; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments (e.g. materials and supplies); and travel costs related to staff development (i.e., official training) at travel rates as identified in the State of Texas Travel Policies and Procedures, available at: <https://fmx.cpa.texas.gov/fmx/>.
- h.** Indirect Costs – The Grantee must provide an approved indirect cost rate letter from a cognizant agency. The Grantee may request indirect costs if it has a current indirect cost rate agreement. This indirect cost rate must be supported by an approved indirect cost rate letter, Attachment N. A Grantee without an indirect cost rate letter

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can use a ten percent (10%) rate until such letter is provided to HHSC. The Grantee must go online and complete the questionnaire or upload the ICR documentation using the following link: <https://texashhs.secure.force.com/GranteeLandingPage/>.

2. Costs will be reviewed for compliance with the Texas Grant Management Standards (TxGMS) and the applicable federal regulations in 45 CFR Part 75, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict. TxGMS may be found at <https://comptroller.texas.gov/purchasing/grant-management/>.
3. Costs must be itemized to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.
4. HHSC's final payment to the Grantee will be based on only that information which the Grantee provides to HHSC within 60 days after the termination of the Contract. This payment provision applies to final payment whether at the completion of the Contract period or in the event of early Contract termination.

J. Grantee's Expenditure Report

1. Budget Summary (All Regions)

TOTAL	
Cost Categories	Total Budget Requested
A. Personnel	\$5,374,578
B. Fringe Benefits	\$776,627
C. Travel	\$25,389
D. Equipment	\$2,468
E. Supplies	\$18,990
F. Prof&Cont.	\$0
G. Other	\$146,312
H. Total Direct Costs (Sum of A-G):	\$6,344,364
I. Indirect Costs (XX%)	\$634,436
J. Total (Sum of H & I):	\$6,978,800

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unemployment benefit plans. The cost of fringe benefits is allowable (in proportion to the amount of time or effort employees devote to the grant funded project), to the extent that the benefits are reasonable and are in accordance with 2 CFR Part 200.

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ATTACHMENT D BUDGET

3. Travel (All Regions)

Travel						
Legal Name: Outreach Health Community Care Services, LP dba Outreach Home Care						
ALL OUT OF STATE TRAVEL MUST HAVE HHSC PRIOR APPROVAL AT LEAST 30-DAYS IN ADVANCE OF TRAVEL. INCLUSION IN AN APPROVED BUDGET DOES NOT CONSTITUTE APPROVAL FOR OUT OF STATE TRAVEL.						
Do you have a travel policy more restrictive than what is allowed by the contract?						Yes/No
Conference/Workshop Travel					*Total amounts auto-populate	
Description of Conference/Workshop	Justification	Location City/State	Number of:		Total	
			Days	Employees	Travel Costs	Travel Total Costs
					Mileage	\$0
					Airfare	\$0
					Meals	\$0
					Lodging	\$0
					Other Costs	\$0
Total						\$0

Other / Local Travel Costs				*Total amounts auto-populate	
Justification	Number of Miles	Mileage Reimbursement Rate (cannot exceed maximum state rate)	Mileage Cost (a) (auto-populates)	Other Costs (b)	Total (a) + (b) (auto-populates)
Travel to CMPAS client homes for service delivery	56421	\$0.450	\$25,389		\$25,389
Total for Other / Local Travel					\$25,389

Other / Local Travel Costs:	\$25,389	Conference / Workshop Travel Costs:	\$0	Total Travel Costs:	\$25,389
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ATTACHMENT D BUDGET

4. Supplies (All Regions)

Supplies	
Outreach Health Community Care Services, LP	
Legal Name: dba Outreach Home Care	

**Total amounts auto-populate*

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
General Office Supplies	Program staff will need general office supplies, such as pens, notepads, post-it notes, staples, etc to conduct day to day business. Amount is based on historical data from previous fiscal years.	\$10,990
Routine Medical Supplies	Program direct care staff will need access to Personal Protective Equipment (PPE) such as gloves and other safety equipment such as gait belts to ensure proper transfer as needed and newly required N95 Fit testing.	\$8,000
Total Supplies:		\$18,990

Supplies are defined as consumable items necessary to carry out the services under this HHSC program including office supplies patient educational supplies, software, and any items of tangible items other than those defined under equipment.

5. Equipment (All Regions)

**Total amounts auto-populate*

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Konica Lease	Copy, fax, scan (11)	11	\$224	\$2,468
Total Equipment:				\$2,468

2 CFR Part 200 - §200.33 Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non- Federal entity for financial statement purposes, or \$5,000.

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6. Professional/Subcontractor (All Regions)

There are no Professional/Subcontractor expenditures for this contract

The costs of activities directly associated with carrying out the statement of work that are contracted by the organization to a third party are recorded in the Professional/Subcontractor category. The Respondent may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the HHSC contract. Prior to entering into an agreement equaling \$100,000 or more, the Contractor shall obtain written approval from HHSC.

7. Other (All Regions)

Other		
Outreach Health Community Care Services, LP		
Legal Name: dba Outreach Home Care		
* Total amounts auto-populate		
Description of Item (If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit))	Purpose & Justification	Total Cost
CDS PMPH - Costed at 60 CDS Clients	Administration fees for CMPAS CDS Program (\$112PMPH) 60 participants	\$80,640
Occupancy and Rent	Building costs per location % based on % of census (11 locations)	\$48,000
Utilities	Building costs per location % based on % of census (11 locations)	\$2,400
Recruiting costs admin and caregivers	Ads for caregivers % based on % of census at 11 locations	\$600
IT Infrastructure - Software costs	Use of software to manage the program	\$14,672
Total Other:		\$146,312

All other direct costs not listed in any other cost category are to be included in "Other". Examples of these costs include: non- contractual fees and travel paid directly to individual consultants; local transportation, which means all travel which does not require per diem; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments; and staff development costs.

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ATTACHMENT D BUDGET

8. Indirect Costs (All Regions)

Indirect Costs				
Legal Name: Outreach Health Community Care Services, LP dba Outreach Home Care				
Enter the total amount of indirect costs, if any. If no indirect costs are requested, enter "none."				
The Respondent may request indirect costs if it has a current indirect cost rate agreement. A Respondent without an Indirect Cost Rate Letter can use at a rate less than a 10% rate until such letter is provided to HHSC of the direct charges. Submit a copy of the cost rate certificate with this budget.				
Approved Rate:	10.00%			
Indirect Cost Method Used	Effective Date	Expiration Date	Modified Total Direct Cost or Other Cost Base	Maximum Indirect Cost Amount
De Minimis Rate	9/1/2024	8/31/2027	\$6,344,364.00	\$634,436.40
<u>Identify the types of costs that are being allocated as indirect costs, the allocation methodology.</u>				

Expenses included in the indirect cost rate are salaries, fringe benefits and operational costs relating to general administration (GA) staff. GA staff includes the executive director, CFO, and Finance department (purchasing, payroll, accounts receivable, and accounts payable). Operating costs include office supplies, postage, copier usage, phone, and utilities. Operating costs are allocated based on square footage for utilities and usage rates for office supplies, postage, copies, and phone.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001185600001
Attachment E **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. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

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 (TX-RAMP)

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. Equal Employment Opportunity

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

55. Federal Occupational Safety and Health Law

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

56. Signature Authority

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

Signature Page Follows

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

Outreach Health Community Care Services, LP

Legal Name of Contractor

Outreach Home Care

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

All Counties in Texas

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

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

DocuSigned by:



B64860E191024A1...

Signature of Authorized Representative

Audrey L. Hicks

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

251 Renner Parkway

Physical Street Address

Mailing Address, if different

214-703-1310

Phone Number

Audrey.Hicks@outreachhealth.com

Email Address

742950392

Federal Employer Identification Number

32036169517

Texas Franchise Tax Number

PKSRK5YKMWD5

SAM.gov Unique Entity Identifier (UEI)

September 7, 2023

Date Signed

Chief Operating Officer

Title of Authorized Representative

Richardson, TX 75080

City, State, Zip Code

City, State, Zip Code

972-792-6739

Fax Number

080303848

DUNS Number

17429503927

Texas Identification Number (TIN)

13112010

**Texas Secretary of State Filing
Number**

ATTACHMENT F



TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

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 OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the 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 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 Office of Data, Analytics, and Performance. 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.

ATTACHMENT H



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 Grant Agreement. 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. TURNOVER ASSISTANCE

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

2. TRADEMARK LICENSE

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

- i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
- ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
- iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee/Contractor complies with any marking requests System Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

3. TRADEMARK OWNERSHIP

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

4. 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).

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. HIV/AIDS MODEL WORKPLACE GUIDELINES

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

12. 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.

13. 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.

14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

- A. Applicability
 - i. This section applies to the procurement or development of Information and Communication Technology (ICT) for Health and Human Services (HHS), or any changes to HHS's ICT. This section also applies if the Grant Agreement/Contract requires Grantee/Contractor to perform a service or supply goods that include ICT that: (i) HHS employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This section does not apply to incidental uses of ICT in the performance of a Grant Agreement/Contract, unless the parties

agree that the ICT will become property of the state or will be used by HHS's Client/Recipient after completion of the Grant Agreement/Contract.

- ii. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

B. Definitions

The legacy term “Electronic and Information Resources” (EIR) and the term “Information and Communication Technology” (ICT) are considered equivalent in meaning for the purpose of applicability of HHS Uniform Terms and Conditions, policies, accessibility checklists, style guides, Grant Agreement/Contract specifications, and other Grant Agreement/Contract management documents. To the extent that any other of the following definitions conflict with definitions elsewhere in this Grant Agreement/Contract, the following definitions are applicable to this section only.

- i. **“Accessibility Standards”** refers to the Information and Communication Technology Accessibility Standards and the Web Accessibility Standards/Specifications under the Web Content Accessibility Guidelines version 2.0 Level AA, (WCAG 2.0).
- ii. **“Information and Communication Technology (ICT)”** is any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. Examples of ICT are electronic content, telecommunications products, computers and ancillary equipment, software, information kiosks and transaction machines, videos, IT services, and multifunction office machines which copy, scan, and fax documents.
- iii. **“Information and Communication Technology Accessibility Standards”** refers to the accessibility standards for information and communication technology contained in the Web Content Accessibility Guidelines version 2.0 Level AA.
- iv. **“Web Accessibility Standards/Specifications”** refers to the web standards contained in WCAG 2.0 Level AA.
- v. **“Products”** means information resources technologies that are, or are related to, ICT.
- vi. **“Service”** means the act of delivering information or performing a task for employees, clients, or members of the public through a method of access or delivery that uses ICT.

C. Accessibility Requirements

Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHS must procure Products or Services that comply with the Accessibility Standards when such Products or Services are available in the commercial marketplace or when such Products or Services are developed in response to a procurement solicitation. Accordingly, Grantee/Contractor must provide ICT and associated Product and/or Service documentation and technical support that comply with the Accessibility Standards.

D. Evaluation, Testing and Monitoring

- i. HHS may review, test, evaluate and monitor Grantee/Contractor's Products, Services and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a grant agreement/contract. Testing and monitoring may include user acceptance testing.
 - ii. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or Service, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee/Contractor's assertion of compliance with the Accessibility Standards.
 - iii. Grantee/Contractor agrees to cooperate fully and provide HHS and its representatives timely access to Products, Services, documentation, and other items and information needed to conduct such review, evaluation, testing and monitoring.
- E. Representations and Warranties
- i. Grantee/Contractor represents and warrants that: (a) as of the effective date of the Grant Agreement/Contract, the Products, Services and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Grant Agreement/Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (b) if the Products will be in the custody of the state or an HHS agency's client or recipient after the Grant Agreement/Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Grant Agreement/Contract term, unless HHS and/or Client/Recipient, as applicable uses the Products in a manner that renders it noncompliant.
 - ii. In the event Grantee/Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Grantee/Contractor represents and warrants that it will, in a timely manner and at no cost to HHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, repair, replacement, and upgrading of the Product, or providing a suitable substitute.
 - iii. Grantee/Contractor acknowledges and agrees that these representations and warranties are essential inducements on which HHS relies in awarding this Grant Agreement/Contract.
 - iv. Grantee/Contractor's representations and warranties under this subsection will survive the termination or expiration of the Grant Agreement/Contract and will remain in full force and effect throughout the useful life of the Product.
- F. Remedies
- i. Pursuant to Texas Government Code Sec. 2054.465, neither Grantee/Contractor nor any other person has a cause of action against HHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 - ii. In the event of a breach of Grantee/Contractor's representations and warranties, Grantee/Contractor will be liable for direct and consequential damages and any other remedies to which HHS may be entitled. This remedy is cumulative of any and all other remedies to which HHS may be entitled under this Grant Agreement/Contract and other applicable law.

15. PROJECT COMMENCEMENT

The Grantee shall begin the grant-funded project on or before September 1, 2024, 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.

16. 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.

17. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee/Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

18. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity 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. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

19. NOTICE OF BANKRUPTCY

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

20. NOTICE OF INSOLVENCY, INCAPACITY, OR OUTSTANDING UNPAID OBLIGATIONS

Grantee/Contractor shall notify in writing its assigned System Agency contract manager of any insolvency, incapacity, or outstanding unpaid obligations of Grantee/Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five business days of the date of Grantee/Contractor's becoming aware of such.

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ATTACHMENT I



TEXAS
Health and Human Services

[FEDERAL] ASSURANCES (NON-CONSTRUCTION PROGRAMS)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

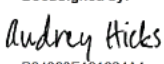
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  B64880E191024A1...</p>	<p>TITLE</p> <p>COO</p>
<p>APPLICANT ORGANIZATION</p> <p>Outreach Health</p>	<p>DATE SUBMITTED</p> <p>September 7, 2023</p>

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**

Outreach Health

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

Prefix: * First Name: Audrey Middle Name:

* Last Name: Hicks Suffix:

* Title: COO

*** SIGNATURE:**

DocuSigned by:

Audrey Hicks

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* DATE: September 7, 2023