Dr. Courtney N. Phillips, Executive Commissioner

Request for Applications (RFA) For

SUBSTANCE USE TREATMENT SERVICES

RFA No. HHS0006637

Date of Release: February 7, 2020
Responses Due: February 28, 2020 by 2:00 p.m. Central Time

NIGP Class/Item Code:

948-43	Health Information Services
948-47	Health Care Center Services
948-48	Health Care Services (Not Otherwise Classified)
952-05	Alcohol and Drug Detoxification, Including Rehabilitation)
952-59	Human Services (Not Otherwise Classified)
952-62	Mental Health Services: Vocational, Residential, Etc.
958-56	Health Care Management Services, Including Managed Care Services
958-67	Mental Health Management Services, Including Operations, Facilities Maintenance, Nursing, Food Service, etc. 24/7

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Health and Human Services Commission (HHSC or State), Medical and Social Services (MSS) Intellectual and Developmental Disabilities (IDD) and Behavioral Health Services (BHS) announces the expected availability of Substance Abuse Mental Health Services Administration (SAMHSA) grant funds and State general revenue for State Fiscal Year (SFY) 2021, to fund Substance Use Services including Substance Use Disorder Treatment Services, Co-Occurring Psychiatric Substance Use Disorder (COPSD) services, and Youth Recovery Communities (YRC) in Texas.

This Request for Applications (RFA) will reflect the SAMHSA priority for states to develop a treatment Program that adheres to SAMSHA's guidelines.

In developing a response to this RFA, the Respondent is encouraged to demonstrate how substance use services will be provided to eligible, Indigent, Texas residents, as described in **Section 2.5, Scope**, and ensure the Respondent meets all eligibility requirements documented in **Section 2.3, Eligible Applicants**.

HHSC will make funds available to Awarded Respondents to deliver substance use services to help ensure a Continuum of Care for eligible Texas residents. It is expected that Awarded Respondents have the demonstrated experience, expertise, and infrastructure to perform the work outlined in this RFA.

HHSC will make funds available to provide substance use disorder (SUD) treatment services for the Program and services documented in **Section 2.1, Program Background**.

To be considered for award, Respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

1.2 DEFINITIONS

All applicable definitions can be found in Texas Administrative Code Title 25, Part 1, Chapter 441, Subchapter A: Definition, Texas Administrative Code Title 25, Part 1, Chapter 229, Subchapter J: Definitions, **Exhibit B, HHSC Uniform Terms and Conditions – Grant, Version 2.16.1, Exhibit C, HHSC Special Conditions, Version 1.2**, and **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines** for additional definitions. Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this Solicitation issued by HHSC.

"Adjunct Service" means clinically indicated services that are customized and may be delivered to support the Recovery of the individual.

"Adult" means a person eighteen (18) years of age or older, or a person under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree.

"American Society of Addiction Medicine (ASAM)" is a nationally recognized set of criteria for providing outcome-oriented and results-based care in the treatment of addiction: https://www.asam.org/.

"Client" means an individual who receives or has received services, including admission authorization or assessment or referral, from a substance use disorder treatment provider, counselor, counselor intern, or Applicant for licensure as a counselor, or from an organization where the counselor, intern or Applicant is working on a paid or voluntary basis. For the purposes of this grant, a Client is the individual receiving the substance use services.

"Clinical Management for Behavioral Health Services (CMBHS)" means HHSC's web-based clinical record-keeping system for State-Contracted community mental health and substance use service providers.

"Continuum of Care" refers to a treatment system in which a Client enters treatment at a level appropriate to their needs and then steps up to more intense treatment or down to less intense treatment as needed.

"Dependent Children" means a biological child, stepchild, foster child, or other descendent of which an individual has responsibility of said child prior to nineteen (19) years of age.

"Diagnostic and Statistical Manual of Mental Disorders - V (DSM-V)" means the current version of the *Diagnostic and Statistical Manual of Mental Disorders-V* published by the American Psychiatric Association guiding clinical criteria for substance use disorders.

"Due Date" means the established deadline for submission of a document or Deliverable.

"Electronic State Business Daily (ESBD)" means the electronic marketplace where State of Texas Contract opportunities over twenty-five thousand dollars ($25,000) are posted. The ESBD may currently be accessed at http://www.txsmartbuy.com/sp.

"Evidenced Based Curriculum" consists of practices that have been vetted through rigorous research to address a particular topic.

"Executive Director" is the Respondent organization's highest-ranking executive.

"Financial Eligibility" means a screening conducted to determine if a Client may receive financial assistance from the System Agency.

"Fiscal Contact" is the Respondent organization's fiscal point of contact for communication with System Agency.

"Fiscal Year" means a one (1) year period used for financial reporting and budgeting, which is from September 1st through August 31st.

"Indigent" means individuals earning less than two hundred percent (200%) of the federal poverty level.

"Indirect Costs" are costs that have been incurred for a common or joint purpose and are not readily chargeable to a specific cost objective (commonly costs that benefit the entire organization).

"Indirect Cost Rate (ICR)" is a rate for charging indirect cost – generally a percentage of direct cost or Modified Total Direct Cost (MTDC).

"Integrated Care" an approach to collaboratively, working together to benefit a Client.

"Key Personnel" means a Respondent organization's Project Contact, Fiscal Contact, and Executive Director and/or any other key stakeholders in the proposed Project.

"Long Term" defined as being in Recovery for one (1) year or more.

"Modified Total Direct Cost (MTDC)" in accordance with CFR §200.68, is all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward. The MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

"Motivational Interviewing Techniques" means goal-directed, Client-centered techniques that elicit behavioral change by helping individuals explore and resolve ambivalence.

"Needs Assessment" means a systematic process for determining and addressing needs or "gaps" between current services and conditions, and desired conditions and outcomes. The discrepancy between the current conditions and desired conditions must be measured to appropriately identify the need in a community. A Needs Assessment is an important part of the planning process and is an effective tool used to identify and clarify problems in a community. Gathering appropriate and sufficient data and input from multiple sources, including data specific to the target population in a community and the input from that target population, is critical to the development of an effective Needs Assessment.

“Parents” means the father, mother, step-parent, foster-parent, guardian to a child, or partners to guardian of the child.

“Participant” means an individual who is receiving prevention or intervention services.

“Patient” means an individual provided services in a clinical setting.

“Peer Recovery Model” means a chronic care approach to addiction treatment in which services move beyond repeated episodes of stabilization to the assertive management of long-term Recovery (Peer-Based Addiction Recovery Support: History, Theory, Practice, and Scientific Evaluation known as the “Peer Recovery Model” by White, 2009.

“Person-centered” means a technique that directly focuses upon the need, preferences, and strengths of the individual.

“Postpartum” means the period after delivery through eighteen (18) months following childbirth.

“Prenatal Care” means care provided by a health care professional during pregnancy which may prevent potential health problems throughout the course of pregnancy and to promote healthy lifestyles that benefit both mother and child(ren).

“Preventive Care” routine health care that includes check-ups and Patient screenings to prevent illness, disease, and other health-related problems.

“Program Director” an individual identified at an organization with at least two (2) years of post-QCC eligible licensure experience providing substance use disorder treatment.

“Project Contact” is the Respondent organization’s point of contact for communication with System Agency.

“Psycho-educational Activities” means activities under this strategy that are designed to encourage and foster bonding with peers, family, and community. This strategy provides Adults the opportunity to take part in educational, cultural, recreational, and work-oriented substance-free-activities with youth involved in prevention programming. Examples of activities under this strategy may include but are not limited to: cultural events and activities, wilderness and adventure-oriented activities, ropes/challenge courses, rites of passage activities, artistic/theater activities, mentoring, tutoring, community service projects, social outings/events, health fairs, and athletic and other recreational alternatives.

“Qualified Credentialed Counselor (QCC)” is a licensed chemical dependency counselor or one of the practitioners listed below who is licensed and in good standing in the State of Texas and has at least one thousand (1,000) hours of documented experience treating substance-related disorders: licensed professional counselor (LPC); licensed master social worker (LMSW); licensed marriage and family therapist (LMFT); licensed psychologist; licensed physician; licensed physician's assistant; certified addictions registered nurse

(CARN); or advanced practice nurse practitioner recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with a specialty in psych-mental health (APN-P/MH).

"Recovery" is a process of change through which people improve their health and wellness, live self-directed lives, and strive to reach their full potential.

"Recovery Support Services (RSS)" allows for a wide array of non-clinical services and supports to help individuals initiate, support, and maintain Recovery from substance use disorders. Nonclinical services that assist individuals and families to recover from alcohol, drugs (illicit and legal), or co-occurring substance use. RSS includes social support, linkage to and coordination among allied service Grantee, and a full range of human services that facilitate Recovery and wellness. These services may be provided prior to, during, and after treatment, and may be provided as separate and distinct services to individuals and families who desire and need them. https://hhs.texas.gov/services/mental-health-substance-use/Adult-substance-use/Recovery-support-service-organizations

"Recovery Oriented Values and Principles" means the following values and/or principles:

A. Choice and Self Determination:
   1. Provide Participants the opportunity to select from menu of supports and services that correspond with their personal interests and Recovery goals.
   2. Provide Participants the opportunity to revise their selections as needed to reflect their evolving personal interests and Recovery goals.
   3. Ensure Recovery plans are self-directed, Participant-driven and reflect goals in multiple life domains.

B. Community Integration:
   1. Provide Participants the opportunity to be involved in community activities and receive support related to community.
   2. Work with Participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their goals and rebuilding their lives within their community.

C. Peer Culture:
   Offer an array of RSS that involve direct-assistance to establish and maintain Recovery using peer-support and peer-leadership in the following ways:
   1. Hiring Peer Recovery Leaders;
   2. Mobilizing peer volunteers;
   3. Forming a peer advisory council;
   4. Providing peer support groups; and
   5. Other peer-run activities required by System Agency.

D. Family Inclusion:
   1. Ensure that Participants have the right to define their "families" broadly to include biological relatives, significant others, and/or supportive allies.
   2. Ensure that Participant receives RSS and shall ensure family members and supportive allies are invited to participate in Recovery planning and offered education and support.

E. Continuity of Care: Ensure Recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.

F. Partnership-Consultant Relationships: Ensure Participants direct their own Recovery through collaborative relationships and develop a Recovery plan.

G. Culturally and Linguistically Competent:
   1. Provide services in a culturally, linguistically, and developmentally appropriate manner for Participants, family members, and/or supportive allies.
   2. Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.

"Region (Health and Human Services (HHSC) Region)" means one (1) of eleven (11) geographic subdivisions of the State. See, **Exhibit Q, Health and Human Services (HHS) Offices by County**.

"Respondent" means the entity responding to this Solicitation. May also be referred to as "Applicant."

"Scope of Work" means a statement outlining specific goods or services reflected in a Solicitation for a project period.

"Service Days" means days when a Client receives services. For residential services, this includes every day the Client is present in the residence, and for outpatient services this includes every day the Client receives an outpatient service.

"Short-term funds" means funds that should be used for one (1) time or short amount of time that should not be longer than thirty (30) business days.

"Solicitation" means this RFA including any exhibits, forms and Addenda.

"State" means the State of Texas and its instrumentalities, including HHSC and any other State agency, its officers, employees, or authorized agents.

"Strength-based" means focusing upon the assets, strengths, resources and resiliencies of the individual, family, and community rather than emphasizing needs, deficits, and pathologies.

"Substance Use Disorder Treatment Services – (Chemical Dependency Treatment)" means a planned, structured Program designed to initiate and promote a person's Recovery which may include, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from substance-related disorders that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning.

"Successful Respondent" means an organization that receives a grant award as a result of this RFA. May also be referred to as "Grantee," "Awarded Respondent," "Subrecipient," or "Grant Recipient."

"Supervision" means the processes of watching and directing what someone does or how something is done.

"System Agency" means the Texas Health and Human Service Commission.

"Texas Regulatory Authority" means the HHS Division for Regulatory Services providing public health oversight of individuals and entities that provide consumer and health goods and services to the public. https://hhs.texas.gov/doing-business-hhs/licensing-credentialing-regulation.

"Trauma Informed Care" means an approach to treating a whole person, considering past trauma and the resulting coping mechanisms when attempting to understand behaviors and treat the Patient.

1.3 AUTHORITY

HHSC is requesting applications under Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Services (PHS) Act, which established the Substance Abuse Prevention and Treatment Block Grant (SAPT) Program; Consolidated Appropriations Act, 2018 H.R. 1625 / Public Law 115-141, Title II establishes the State Opioid Response Grant (SOR), and Texas Government Code Section 531.039.

ARTICLE II. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

HHSC provides Substance Use Services to Indigent Texas Residents for the following Programs:

1. Treatment for Adults (TRA), **Section 2.1.1**;
2. Treatment for Females (TRF), **Section 2.1.2**;
3. Treatment for Youth (TRY), **Section 2.1.3**;
4. Co-Occurring Psychiatric and Substance Use Disorder (COPSD), **Section 2.1.4**;
5. Youth Recovery Communities (YRC), **Section 2.1.5**;
6. Medication Assisted Treatment (MAT), **Section 2.1.6**; and
7. Neonatal Abstinence Syndrome Medication Assisted Treatment (NAS-MAT), **Section 2.1.7**.

The eligible populations and services provided within each Program is documented in each Programs section.

2.1.1 The purpose of TRA is to provide SUD treatment services to the eligible population as stated in Texas Administrative Code (TAC), Title 25, Part 1, Chapter 448. The eligible population includes Adult Texas residents over the age of eighteen (18), who meet financial and clinical criteria for HHSC-funded SUD treatment services as stated in the HHSC SUD Utilization Management (UM) Guidelines (see **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**):

TRA Program includes multiple service levels/levels of care, as follows:

2.1.1.1 **Residential Detoxification/Withdrawal Management** is a medical service that helps people withdraw from substances in a medically safe and effective manner;

2.1.1.2 **Detoxification Ambulatory/Outpatient** provides detoxification from substances, with many of the benefits of residential detoxification but in a less-restrictive environment;

2.1.1.3 **Intensive Residential Treatment** provides SUD treatment in a structured residential environment, in combination with thirty (30) hours of intensive services per week including ancillary services to support and promote Recovery;

2.1.1.4 **Human Immunodeficiency Virus (HIV) Statewide Intensive Residential** provides the same services of Intensive Residential, while also incorporates, disease management for persons living with HIV, including medical adherence, nutrition, risk reduction including risk reduction in lifestyle-specific settings (e.g., intravenous (IV) drug use

transmission, sexual transmission, medical transmission), mental health, relapse prevention, 12-step support, and life skills;

2.1.1.5 **Supportive Residential Treatment** provides SUD treatment in structured residential environment, in combination at least six (6) hours per week while seeking after-care needs including: employment, job training, education, etc.; and

2.1.1.6 **Outpatient Treatment Services** provide individuals with SUD, who do not need to live at a facility to maintain sobriety, counseling, education and support services.

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.2 The purpose of TRF is to provide SUD treatment services to Adult women with Dependent Children (including women whose children are in custody of the State) and pregnant women that are Texas residents who meet financial and clinical criteria for HHSC-funded SUD treatment services as stated in the HHSC SUD UM Guidelines (**Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**) and as stated in TAC, Title 25, Part 1, Chapter 448.

TRF Programs include multiple service levels/levels of care, as follows:

2.1.2.1 **Residential Detoxification/Withdrawal Management** is a medical service that helps people withdraw from substances in a medically safe and effective manner;

2.1.2.2 **Detoxification Ambulatory/Outpatient** provides detoxification from substances, with many of the benefits of residential detoxification but in a less-restrictive environment;

2.1.2.3 **Intensive Residential Treatment** provides SUD treatment in a structured residential environment, in combination with thirty (30) hours of intensive services per week including ancillary services to support and promote Recovery;

2.1.2.4 **Supportive Residential Treatment** provides SUD treatment in structured residential environment, in combination at least six (6) hours per week while seeking after-care needs including: employment, job training, education, etc.; and

2.1.2.5 **Outpatient Treatment Services** provide individuals with substance use disorders, who do not need to live at a facility to maintain sobriety, counseling, education and support services;

2.1.2.6 In addition, TRF has a service type identified as **Women and Children's Residential Programs** (Intensive and Supportive Residential) whose eligible population is pregnant women and women with Dependent Children (including women whose children are in custody of the State) who are Texas residents who meet financial and clinical criteria for HHSC-funded SUD services as stated in the HHSC SUD UM Guidelines (**Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**). In addition, the Client must:

A. Be in the third (3) trimester of her pregnancy; and/or
B. Have at least one (1) child physically residing overnight with her in the facility; and/or
C. Have a referral by Department of Family and Protective Services (DFPS). Note: DFPS may not allow the child to reside overnight at the facility initially but placement of the child is planned within the first thirty (30) Service Days of treatment episode.

2.1.2.7 Respondents receiving an award to provide services to Women and Children's Residential treatment may be eligible for a cost-reimbursement Contract to provide interim services to women on the wait list to ensure coordination of pre-treatment services, during services, and post-treatment services. See **Exhibit T, Comprehensive, Continuum of Care for Females (CCC) Statement of Work (SOW).**

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.3 The purpose of TRY is to provide SUD treatment services to the eligible population. The eligible population for TRY is defined by TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.905, and shall meet financial and clinical criteria for HHSC-funded SUD services as stated in (**Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**) and as stated in TAC, Title 25, Part 1, Chapter 448.

TRY Programs include multiple service levels/levels of care, as follows:

2.1.3.1 **Intensive Residential Treatment** provides SUD treatment in a structured residential environment, in combination with thirty (30) hours of intensive services per week including ancillary services to support and promote Recovery;

2.1.3.2 **Supportive Residential Treatment** provides SUD treatment in structured residential environment, in combination at least six (6) hours per week while seeking after-care needs including: employment, job training, education, etc.; and

2.1.3.3 **Outpatient Treatment Services** provide individuals with substance use disorders, who do not need to live at a facility to maintain sobriety, counseling, education and support services.

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.4 The purpose of COPSD is to provide Adjunct Services to the eligible population. The eligible population for COPSD is Texas residents who meet financial and clinical criteria for HHSC-funded services as stated in the HHSC SUD UM Guidelines **(Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines)** and as stated in TAC, Title 25, Part 1, Chapter 448.

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.5 The purpose of YRC is to support and increase the prevalence of Long-Term Recovery from SUD of youth between the ages of thirteen (13) – twenty-one (21) years by mobilizing community organizations who will utilize a Peer Recovery Leader workforce to the eligible population. The eligible population is youth ages thirteen (13) – twenty-one (21) with a history of SUD, including those with co-occurring mental health disorders, who are in or seeking Recovery, along with their family members, significant others, and supportive allies. This population includes youth who have not received SUD treatment but who are seeking Recovery through the Peer Recovery Model.

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.6 The purpose of MAT is to provide Recovery-oriented MAT to meet the individualized needs of the Clients by providing access to all reimbursable, United States Food and Drug Administration (FDA) approved medications for the treatment of opioid use disorder to the eligible population as stated in TAC, Title 25, Part 1, Chapter 229. Individuals receiving MAT must receive medical, counseling, peer-based Recovery support, educational, and other assessment and treatment services, as defined in 42 CFR part 8, in addition to prescribed medication.

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.1.7 The purpose of NAS-MAT is to provide Recovery-oriented MAT to meet the individualized needs of the Clients by providing access to all reimbursable, FDA approved medications for the treatment of opioid use disorder to the eligible

population as stated in TAC, Title 25, Part 1, Chapter 229. Individuals receiving NAS-MAT must receive medical, counseling, peer-based Recovery support, educational, and other assessment and treatment services, as defined in 42 CFR part 8, in addition to prescribed medication

Note: HHSC's ability to fund the above services is contingent on the availability of federal and State funding for the eligible population.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

The estimated total amount of State and federal funding available for SFY 2021 is **one hundred and thirty-seven million dollars ($137,000,000.00)** for the following substance use services Programs, and it is HHSC's intention to make multiple awards for each Program:

1. TRA;
2. TRF;
3. TRY;
4. COPSD;
5. YRC;
6. MAT; and
7. NAS-MAT.

In accordance with **Section 2.3 Eligible Applicants**, public or private nonprofit (501(C)(3)), for-profit and governmental legal entities are eligible to apply for services within this RFA. However, due to the federal funding restrictions, for-profit entities are only eligible for an estimated **twenty-three million dollars ($23,000,000.00)** of the funding described above.

2.2.2 Grant Term

The grant funding period for this grant will be five (5) Fiscal Years. It is anticipated that the grant funding period for this Program will begin **September 1, 2020** through **August 31, 2025.** Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed.

2.3 ELIGIBLE APPLICANTS

Eligible Respondents include public or private nonprofit 501(C)(3), for-profit, and governmental entities. All Respondents must comply with the criteria listed below under this RFA at the time the proposal is submitted.

In order to be awarded a Contract as a result of this RFA:

1. Respondent must be established as an appropriate legal entity as described in the paragraph above, under State statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFA.

2. Respondent must have a Texas address and a physical location in the Region applying to serve.

3. Respondent is not eligible to apply for funds under this RFA if currently debarred, suspended, or otherwise excluded or ineligible for participation in federal or State assistance Programs.

4. In compliance with Comptroller of Public Accounts (CPA) and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a Contract.

5. A Respondent is not considered eligible to Contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:
   a. The General Services Administration's (GSA) System for Award Management (SAM) for Parties excluded from receiving federal Contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. https://www.sam.gov/portal/SAM/##1
   b. The Office of Inspector General (OIG) List of Excluded Individuals/Entities Search https://oig.hhsc.State .tx.us/oigportal/Exclusions.aspx; and
   c. Texas CPA Debarment List located at https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php.

6. Respondent must continue to meet the eligibility conditions throughout the selection and funding process. HHSC expressly reserves the right to review and analyze the documentation submitted and to request additional documentation and determine the Respondent's eligibility to compete for the Contract award.

7. The Respondent must hold a current license from the Texas Licensing Authority or be designated by HHSC as a faith-based organization to treat Clients in TRA, TRF, and/or TRY Programs. Each license must document the appropriate age group, gender, and setting (also known as level of care/service type).

   a. TRA
      i. *Age Group*: The Respondent must be licensed by the Texas Licensing Authority to treat Adults.
      ii. *Gender:* The Respondent must be licensed to treat Male and/or Female.
      iii. *Setting (also known as level of care/service type):* The Respondent must be licensed for the level of care setting.

   b. TRF

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i. *Age Group*: The Respondent must be licensed by the Texas Licensing Authority to treat Adults.
ii. *Gender:* The Respondent must be licensed to treat females.
iii. *Setting (also known as level of care/service type):* The Respondent must be licensed for the level of care setting.

c. TRY
i. *Age Group*: The Respondent must be licensed by the Texas Licensing Authority to treat youth.
ii. *Gender:* The Respondent must be licensed to treat Male and/or Female.
iii. *Setting (also known as level of care/service type):* The Respondent must be currently licensed for the level of care setting.

8. If Respondent is designated as a faith-based organization, they ***are not*** required to obtain a facility license from the Texas Licensing Authority to provide TRA, TRF, TRY treatment services. However, the Respondent is required to register with the Texas Licensing Authority to become exempt from the license requirement using the "Faith Based Chemical Dependency Treatment Program Application for Exemption Registration." Respondent shall submit the Texas Licensing Authority letter issued to the facility upon approval of their registration.

9. The COPSD eligibility requires the Respondent to meet at least one (1) of the following eligibility requirements:

   a. If a Respondent is a State licensed substance use disorder treatment facility, a letter of agreement or Memorandum of Understanding with a local mental health authority (LMHA)/local behavioral health authority (LBHA) must be included in the Grantee's application. A list of LMHAs can be located at https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/find-your-local-mental-health-or-behavioral-health-authority;

   b. If a Respondent is a LMHA and not licensed to provide SUD treatment, there must be a letter of agreement or Memorandum of Understanding with a State-funded licensed SUD treatment facility. Respondents are ineligible to provide the COPSD services if Respondent is currently funded from HHSC, Mental Health COPSD Program. A list of State-funded licensed substance use disorder treatment facilities can be located at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers; and

   c. If a Respondent is both a State licensed SUD treatment facility and an LMHA, the Respondent must provide a document describing how mental health and SUD will be addressed concurrently.

10. The MAT eligibility requires the Respondent to meet the following:

a. Respondent must be licensed by the State of Texas as a Narcotic Treatment Clinic (https://hhs.texas.gov/doing-business-hhs/provider-portals/health-care-facilities-regulation/narcotic-treatment-centers);

b. Respondent must, at a minimum, have a provisional (initial) certification from the SAMHSA as an Opioid Treatment Program (https://www.samhsa.gov/medication-assisted-treatment/opioid-treatment-programs/apply);

c. Respondent must be registered by the Drug Enforcement Agency prior to administering or dispensing opioid drugs for the treatment of opioid use disorder (https://www.deadiversion.usdoj.gov/drugreg/index.html); and

d. Respondent must provide documentation supporting accreditation by (1) one of the three (3) SAMHSA approved accrediting bodies and/or documentation that the Respondent has applied for accreditation. The SAMHSA accrediting bodies information is located: https://www.samhsa.gov/medication-assisted-treatment/opioid-treatment-accrediting-bodies/approved.

   The federal opioid treatment standards found in Title 42 of the Code of Federal Regulations Part 8 (42 CFR Part 8),Opioid Treatment Providers are required to have current valid accreditation status.

   If Respondent does not have accreditation, Respondent must provide a copy of the application to the accreditation body to which the Respondent has applied, including the date on which the Respondent applied for accreditation, the dates of any accreditation surveys that are expected to take place, and the expected schedule for completing the accreditation process. Refer to SAMHSA SMA-162 Form for Provisional Certification of a New Opioid Treatment Program (https://dpt2.samhsa.gov/sma162/).

   Note: Respondents have up to one (1) year to become accredited; the one (1) year timeframe begins on the date Respondent applied for accreditation. If Respondent is selected for award, Respondent shall provide accreditation documentation, as outlined above, to HHSC.

11. The NAS-MAT eligibility requires the Respondent to meet the following:

a. Respondent must be licensed by the State of Texas as a Narcotic Treatment Clinic (https://hhs.texas.gov/doing-business-hhs/provider-portals/health-care-facilities-regulation/narcotic-treatment-centers);

b. Respondent must, at a minimum, have a provisional (initial) certification from the SAMHSA as an Opioid Treatment Program

(https://www.samhsa.gov/medication-assisted-treatment/opioid-treatment-programs/apply);

c. Respondent must be registered by the Drug Enforcement Agency prior to administering or dispensing opioid drugs for the treatment of opioid use disorder (https://www.deadiversion.usdoj.gov/drugreg/index.html);

d. Respondent must provide documentation supporting accreditation by one (1) of the three (3) SAMHSA approved accrediting bodies and/or documentation that the Respondent has applied for accreditation. The SAMHSA accrediting bodies information is located: https://www.samhsa.gov/medication-assisted-treatment/opioid-treatment-accrediting-bodies/approved.

   The federal opioid treatment standards found in Title 42 of the Code of Federal Regulations Part 8 (42 CFR Part 8),Opioid Treatment Providers are required to have current valid accreditation status.

   If Respondent does not have accreditation, Respondent must provide a copy of the application to the accreditation body to which the Respondent has applied, including the date on which the Respondent applied for accreditation, the dates of any accreditation surveys that are expected to take place, and the expected schedule for completing the accreditation process. Refer to SAMHSA SMA-162 Form for Provisional Certification of a New Opioid Treatment Program (https://dpt2.samhsa.gov/sma162/).

   Note: Respondents have up to one (1) year to become accredited; the one (1) year timeframe begins on the date Respondent applied for accreditation. If Respondent is selected for award, Respondent shall provide accreditation documentation, as outlined above, to HHSC.

2.4 PROGRAM REQUIREMENTS

To meet the mission and objectives of Substance Use Services, Respondent will provide SUD treatment services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on TAC requirements and ASAM criteria which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning. To learn more about ASAM, visit: https://www.asam.org/

2.4.1 TRA

Awarded Respondents shall provide SUD Treatment Services as indicated in the Service Type/Level of Care:

1. Outpatient Treatment Services

   Outpatient

   (**ASAM Level 1 Outpatient Services**)
2. Residential Treatment Services

a. Intensive Residential Treatment Services
(**ASAM Level 3.5 Clinically Managed High-Intensity Residential Services**)
b. Supportive Residential Treatment Services
(**ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services**)
3. Adult Detoxification Services
a. Residential Detoxification
(**ASAM Level 3.7 Medically Monitored Withdrawal Services**)
b. Detoxification Ambulatory
(**ASAM Level 2 Withdrawal Management**)

2.4.2 TRF

Awarded Respondents shall provide SUD Treatment Services as indicated in the Service Type/Level of Care:

1. Outpatient Treatment Services
   Outpatient
   (ASAM Level 1 Outpatient Services)
2. Residential Treatment Services
   a. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
   b. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)
3. Adult Detoxification Services
   a. Residential Detoxification
   (ASAM Level 3.7 Medically Monitored Withdrawal Services)
   b. Detoxification Ambulatory
   (ASAM Level 2 Withdrawal Management)
4. Women and Children's Residential Treatment Services
   a. Women and Children's Intensive Residential Treatment Services
   b. Women and Children's Supportive Residential Treatment Services

2.4.3 TRY

Awarded Respondents shall provide SUD Treatment Services as indicated in the Service Type/Level of Care:

1. Outpatient Treatment Services
   Outpatient
   (ASAM Level 1 Outpatient Services)
2. Residential Treatment Services
   a. Intensive Residential Treatment Services
   (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)
   b. Supportive Residential Treatment Services
   (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

2.4.4 COPSD

Awarded Respondents shall provide Adjunct Services to Clients with COPSD.

2.4.5 YRC

Awarded Respondents shall support and increase the prevalence of Long-Term Recovery from substance use disorders of youth between the ages of thirteen (13) to twenty-one (21) years.

2.4.6 MAT and NAS-MAT

MAT and NAS-MAT Program requirement can be found in **Section 2.3, Eligible Applicants** (Subsections 10 and 11).

2.5 SCOPE

A. The Program requirements are documented in the associated exhibit(s) below:

1. **Exhibit H, Treatment for Adults (TRA) Statement of Work (SOW)**
2. **Exhibit I, Treatment for Females (TRF) Statement of Work (SOW)**
3. **Exhibit J, Treatment for Youth (TRY) Statement of Work (SOW)**
4. **Exhibit K, Co-Occurring Psychiatric and Substance Use Disorders (COPSD) Statement of Work (SOW)**
5. **Exhibit L, Youth Recovery Communities (YRC) Statement of Work (SOW)**
6. **Exhibit M, Medication Assisted Treatment (MAT) Statement of Work (SOW)**
7. **Exhibit N, Neonatal Abstinence Syndrome - Medication Assisted Treatment (NAS-MAT) Statement of Work (SOW)**
8. **Exhibit T, Comprehensive, Continuum of Care for Females (CCC) Statement of Work (SOW)**

The TRA, TRF, and TRY Programs utilize **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**.

All Programs adhere to the fee-for-service payment methodology except for the YRC Program. The YRC Program utilizes the cost reimbursement payment methodology.

The current fee-for-service rates are documented in **Exhibit P, Fee-For-Service Rates**. Note: All rates are subject to change.

The **Exhibit T, Comprehensive, Continuum of Care for Females (CCC) Statement of Work (SOW)** documents the programmatic requirements for the *optional* Contract that may be offered to eligible Grantees, in accordance with **Section 2.1.2.7**.

B. In developing proposals in response to this RFA, Respondents will be required to complete attached **Forms A** through **I** (as applicable) listed below:

1. **Form A: Respondent Information**
2. **Form B-1: Governmental Entity (if applicable)**
3. **Form B-2: Nonprofit or For-Profit Entity (if applicable)**
4. **Form C: Administrative Information**

5. **Form D: Contact Person Information**
6. **Form E-1: TRA, TRF, TRY: Outpatient Treatment Services**
7. **Form E-2: TRA, TRF, TRY: Residential Treatment Services**
8. **Form E-3: TRA, TRF: Detoxification Services/Withdrawal Management Services**
9. **Form E-4: Co-Occurring Psychiatric and Substance Use Disorder (COPSD) Program Narrative**
10. **Form E-5: Youth Recovery Communities (YRC) Program Overview**
11. **Form E-6: Medication Assisted Treatment (MAT) and Neonatal Abstinence Syndrome - Medication Assisted Treatment (NAS-MAT) Program Review**
12. **Form F: Performance Measures and Goals (YRC Only)**
13. **Form G: Financial Management & Administration Questionnaire**
14. **Form H: Expenditure Proposal Template**
15. **Form I: Indirect Cost Rate Agreement**

2.5.1 Match

All Programs within this RFA require Respondent to contribute five percent (5%) match of awarded amount. However, Respondents awarded funds from the SOR grant **will not** require Respondent to contribute match. The SOR grant is only funding the MAT Program; however, the MAT Program has multiple types of grant funding. Therefore, the match requirements for Grantees of the MAT Program will be in accordance with the allocated funding requirements.

Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from partner organizations, donated resources, or in-kind contributions committed specifically for the proposed Project. **State or federal funds may not be used as match.**

Respondents are not required to certify matching funds as part of the application process. However, State awards must ultimately be matched on at least a dollar for dollar basis by the Grant Recipient and no State funding will be released prior to an equivalent amount of match certified by the Grantee to HHSC.

The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS. To certify matching funds in the expenditure proposal, which is only required for the YRC Program, in attached **Form H: Expenditure Proposal Template**, Respondents must:

1. For cash contributions:
   a. A letter from the donor to the Respondent demonstrating the donor's intent to meet the Respondent's match; a written resolution or consent from the Respondent's governing board or senior official that the donation obtained by the Respondent will meet the Respondent's match; **or** the donor's notation on a check reflecting the purpose of the donation; **and**

b. Copies of cancelled donor checks or bank statement showing the transfer of funds by wire or receipt of credit card payments.

2. For donated or discounted materials or services: a commitment of resources and their retail value described on the donor's letterhead.

3. For donated professional services: a commitment of resources and their retail value described on the donor's letterhead.

4. For volunteer labor: a signed letter of commitment from the Respondent's governing board or senior official outlining the number of volunteers, the number of volunteer hours, volunteer activity description, and the rate at which volunteer labor will be valued. Volunteer labor to be provided to a Respondent by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Respondent's organization. If the Respondent does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

2.5.2 Expenditure Proposal

The TRA, TRF, TRY, COPSD, MAT, NAS-MAT Programs **do not** require Respondent to provide **Form H: Expenditure Proposal Template**. Therefore, **Section 2.5.2, Expenditure Proposal** is only applicable to Respondents interested in applying for the YRC Program.

In attached **Form H: Expenditure Proposal Template** , Respondents for YRC Program must:

1. Demonstrate Project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable State and federal grant requirements.

2. Identify costs to be requested from HHSC.

3. Utilize the HHSC template provided as **Form H: Expenditure Proposal Template** and per the instructions outlined in **Article VII - Expenditure Proposal**.

2.5.3 Performance Measure (YRC Only)

HHSC will monitor the performance of Contracts awarded under this RFA. All services and Deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. The YRC Program is the ***only*** Program within the RFA with performance measures, as follows:

Youth Recovery Communities
The number of new Participants with a case opened during the reporting month

Definition: The Grantee will enter the number of new, unduplicated Participants with an open case in the current reporting month.

2.5.4 Outcome Measures

HHSC will monitor the outcome measures of Contracts awarded under this RFA. All services and Deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. The outcome measures for each Program are below. Each of the below outcome measures, are subject to change.

2.5.4.1 TRA

TRA Programs have the following levels of care/service types outcome measures:

2.5.4.1.1 Residential Detoxification

	Adult Residential Detoxification Services	
	Number served	Formula
a	Number of sessions using Motivational Interviewing Techniques per Client with multiple detoxification episodes (average count):	2
b	Percent who complete detoxification services:	70%
c	Percent of referral to another level of care for Clients in an initial detoxification episode:	70%
d	Percent of referral to another level of care for Clients with multiple detoxification episodes:	70%

Outcome Methodology:

A. Number of sessions using Motivational Interviewing Techniques per Client with multiple detoxification episodes (average count):
   1. The numerator is the number of administrative notes with a note type of "motivational interviewing" for HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Client must have previously received a residential detoxification service documented in CMBHS at the same or another provider.
   2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date: (i) Clients must have been counted as completers; and (ii) Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.

B. Percent who successfully complete detoxification services:
   1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date where the service end reason is not “non-compliant with service,” “discharged without completing

service," "Client left service against professional advice," or blank due to an administrative discharge.
2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service for the Fiscal Year to date.

C. Percent referred to another level of care for Clients in an initial detoxification episode:
   1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service for the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The service ended must be the Client's first residential detoxification episode.
      c. There must be either a service that has begun for another level of care (at any provider in CMBHS) or a referral to another level of care for which the referral follow-up states "presented for referral."
   2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The service ended must be the Client's first residential detoxification episode.

D. Percent referred to another level of care for Clients with multiple detoxification episodes:
   1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.
      c. There must also be either a service that has begun for another level of care (at any provider in CMBHS) or a referral to another level of care for which the referral follow-up states "presented for referral."
   2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.

2.5.4.1.2 Ambulatory Detoxification (ASAM Level 2 Withdrawal Management)

	Adult Ambulatory Detoxification Services	
	Number served	Formula
a	Percent who complete detoxification services:	70%
b	Percent of Clients with concurrent admission to outpatient treatment services:	100%

Outcome Methodology:

A. Percent who successfully complete detoxification services:

1. The numerator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date where the service end reason is not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrative discharge.
2. The denominator is the number of HHSC-funded Clients who ended an ambulatory detoxification service for the Fiscal Year to date.

B. Percent of Clients with concurrent admission to outpatient treatment services:
1. The numerator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date, and who also had an overlapping service begin for an outpatient service, either at the same or another provider.
2. The denominator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date.

2.5.4.1.3 Intensive Residential (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

	Adult Intensive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	52%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	70%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	14%

Outcome Methodology:

A. Percent who successfully complete treatment services:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
   a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
   b. There must also be a service end or discharge assessment in the Client's record, closed complete.
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service for the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the substance use disorder portion of the service end or discharge assessment.
    c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
        i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
        ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
        i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
        ii. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.1.4 Supportive Residential (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

	Adult Supportive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	46%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	80%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	55%

Outcome Methodology:

A. Percent who successfully complete treatment services:
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing

service," "Client left service against professional advice," or blank due to an administrate discharge.

   a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
   b. There must also be a service end or discharge assessment in the Client's record, closed complete.

2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:

1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service for the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the substance use disorder portion of the service end or discharge assessment.
   c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:

1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):

1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
   c. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
   d. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended

community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
         i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.1.5 Outpatient Services (ASAM Level 1 Outpatient Services)

	Adult Outpatient Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	42%
b	Percent abstinent at discharge:	45%
c	Percent discharging to stable housing:	55%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	55%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	60%

Outcome Methodology:

A. Percent who successfully complete treatment services:
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
      a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
      b. There must also be a service end or discharge assessment in the Client's record, closed complete.
   2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.

B. Percent abstinent at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service for the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the substance use disorder portion of the service end or discharge assessment.
      c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
   2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
   2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
      a. Clients must have been counted as completers.

b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
    i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
    ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
        i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

2.5.4.2 TRF

TRF has the following levels of care/service type outcome measures:

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2.5.4.2.1 Residential Detoxification

	Treatment for Females Residential Detoxification Services	
	Number served	Formula
a	Number of sessions using Motivational Interviewing Techniques per Client with multiple detoxification episodes (average count):	2
b	Percent who complete detoxification services:	70%
c	Percent of referral to another level of care for Clients in an initial detoxification episode:	70%
d	Percent of referral to another level of care for Clients with multiple detoxification episodes:	70%

Outcome Methodology:

A. Number of sessions using Motivational Interviewing Techniques per Client with multiple detoxification episodes (average count):
   1. The numerator is the number of administrative notes with a note type of "motivational interviewing" for HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Client must have previously received a residential detoxification service documented in CMBHS at the same or another provider.
   2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.

B. Percent who complete detoxification services:
   1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date where the service end reason is not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrative discharge.
   2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service for the Fiscal Year to date.

C. Percent referred to another level of care for Clients in an initial detoxification episode:
   1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service for the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The service ended must be the Client's first residential detoxification episode.
      c. There must be either a service begins for another level of care (at any provider in CMBHS) or a referral to another level of care for which the referral follow-up states "presented for referral."

2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The service ended must be the Client's first residential detoxification episode.

D. Percent referred to another level of care for Clients with multiple detoxification episodes:
1. The numerator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.
    c. There must also be either a service that has begun for another level of care (at any provider in CMBHS) or a referral to another level of care for which the referral follow-up states "presented for referral."
2. The denominator is the number of HHSC-funded Clients who ended a residential detoxification service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must have previously received a residential detoxification service documented in CMBHS at the same or another provider.

2.5.4.2.2 Ambulatory Detoxification (ASAM Level 2 Withdrawal Management)

	Treatment for Females Ambulatory Detoxification Services	
	Number served	Formula
a	Percent who complete detoxification services:	70%
b	Percent of Clients with concurrent admission to outpatient treatment services:	100%

Outcome Methodology:

A. Percent who complete detoxification services:
1. The numerator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date where the service end reason is not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrative discharge.
2. The denominator is the number of HHSC-funded Clients who ended an ambulatory detoxification service for the Fiscal Year to date.

B. Percent of Clients with concurrent admission to outpatient treatment services:
1. The numerator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date, and who also had an overlapping service begin for an outpatient service, either at the same or another provider.
2. The denominator is the number of HHSC-funded Clients who ended an ambulatory detoxification service during the Fiscal Year to date.

2.5.4.2.3 Intensive Residential (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

	Treatment for Females Intensive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	52%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	70%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	14%

Outcome Methodology:

A. Percent who successfully complete treatment services:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
    a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
    b. There must also be a service end or discharge assessment in the Client's record, closed complete.
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service for the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
    c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.

a. Clients must have been counted as completers.
b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."

2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
      i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
      ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
      i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.

a. Clients must have been counted as completers.
b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.2.4 Supportive Residential (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

	Treatment for Females Supportive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	46%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	80%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	55%

Outcome Methodology:

A. Percent who successfully complete treatment services:
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
   a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
   b. There must also be a service end or discharge assessment in the Client's record, closed complete.
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service for the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
   c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).

2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
      c. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
      d. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
         i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).

2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.2.5 Outpatient Services (ASAM Level 1 Outpatient Services)

	Treatment for Females Outpatient Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	42%
b	Percent abstinent at discharge:	45%
c	Percent discharging to stable housing:	55%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	55%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	60%

Outcome Methodology:

A. Percent who successfully complete treatment services:
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
      a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
      b. There must also be a service end or discharge assessment in the Client's record, closed complete.
   2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.

B. Percent abstinent at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended an outpatient service for the Fiscal Year to date.
      a. Clients must have been counted as completers.

b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
a. Clients must have been counted as completers.
b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS)
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
a. Clients must have been counted as completers.
b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
a. Clients must have been counted as completers.
b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).

i. If the length of stay was less than thirty (30) days, the Contractor shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).

2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
    c. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

2.5.4.3 Treatment for Youth (TRY)

TRY has the following levels of care/service type outcome measures:

2.5.4.3.1 Intensive Residential (ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)

	Youth Intensive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	52%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	70%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	14%
g	Percent attending school or vocational training:	85%

Outcome Methodology:

A. Percent who successfully complete treatment services:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing

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service," "Client left service against professional advice," or blank due to an administrate discharge.

    a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
    b. There must also be a service end or discharge assessment in the Client's record, closed complete.

2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service for the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
    c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
        i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
        ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the

Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).

2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
   1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
         i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
   2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
   2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

G. Percent attending school or vocational training:
   1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. On the service end or discharge assessment, the answer to "Is the Client enrolled in school?" must be "yes."
   2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.3.2 Supportive Residential (ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)

	Youth Supportive Residential Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	46%
b	Percent abstinent at discharge:	75%
c	Percent discharging to stable housing:	80%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	90%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	55%
g	Percent attending school or vocational training:	90%

Outcome Methodology:

A. Percent who successfully complete treatment services:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
      a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
      b. There must also be a service end or discharge assessment in the Client's record, closed complete.
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.

B. Percent abstinent at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service for the Fiscal Year to date.
      a. Clients must have been counted as completers.
      b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
      c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
   2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
   1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.

    a. Clients must have been counted as completers.
    b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
    c. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
    d. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
        i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).
    c. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:
1. The numerator is the number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.

b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
2. The denominator is the total number of HHSC-funded Clients who ended a supportive residential service during the Fiscal Year to date and were counted as completers.

G. Percent attending school or vocational training:
1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
   a. Clients must have been counted as completers.
   b. On the service end or discharge assessment, the answer to "Is the Client enrolled in school?" must be "yes."
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.3.3 Outpatient Services (ASAM Level 1 Outpatient Services)

	Youth Outpatient Services	
	Number served	Formula
a	Percent who successfully complete treatment services:	42%
b	Percent abstinent at discharge:	45%
c	Percent discharging to stable housing:	55%
d	Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):	55%
e	Percent with no arrest since admission:	90%
f	Percent employed at discharge:	60%
g	Percent attending school or vocational training:	35%

Outcome Methodology:

A. Percent who successfully complete treatment services:
1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date where the service end reason was not "non-compliant with service," "discharged without completing service," "Client left service against professional advice," or blank due to an administrate discharge.
   a. At the time of the service end, the Client must also have had all problems on their treatment plan addressed.
   b. There must also be a service end or discharge assessment in the Client's record, closed complete.
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.

B. Percent abstinent at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an outpatient service for the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. Clients must be listed as abstinent from all substances for the past thirty (30) days on the SUD portion of the service end or discharge assessment.
    c. Length of stay is also factored into this calculation (For example, if the length of stay was twenty-one (21) days and the valued entered is twenty-one (21) days out of the last thirty (30) days, then the Client is counted in the numerator).
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

C. Percent discharging to stable housing:
    1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
        a. Clients must have been counted as completers.
        b. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
    2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

D. Percent admitted to/involved in ongoing treatment/Recovery episode (supportive residential, outpatient, 12-step groups, and other RSS):
    1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
        a. Clients must have been counted as completers.
        b. Clients must have been admitted to, or started in, another level of service or be listed as attending a support group in the SUD section of the service end or discharge assessment.
            i. This measure checks statewide to determine whether the Client had a service begin for another level of care at any provider in CMBHS.
            ii. The provider also receives credit if, on the service end or discharge assessment, the question, "How many days has the Client attended community-based mutual help groups for alcohol and/or other drugs in the past thirty (30) days?" is greater than zero (0).
    2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

E. Percent with no arrest since admission:
    1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.

a. Clients must have been counted as completers.
b. The number of arrests in the past thirty (30) days on the service end or discharge assessment must be zero (0).
    i. If the length of stay was less than thirty (30) days, the Respondent shall enter the number of arrests during the duration of the service type. For example, if a Client's length of stay was twenty-one (21) days and the Client was arrested three (3) days prior to admission, but was not arrested during treatment, the answer to this question should be zero (0).

2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

F. Percent employed at discharge:

1. The numerator is the number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. The Client's employment status must be listed as employed "full time," "part time," or "not in the labor force" on the service end or discharge assessment.
2. The denominator is the total number of HHSC-funded Clients who ended an outpatient service during the Fiscal Year to date and were counted as completers.

G. Percent attending school or vocational training:

1. The numerator is the number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date.
    a. Clients must have been counted as completers.
    b. On the service end or discharge assessment, the answer to "Is the Client enrolled in school?" must be "yes."
2. The denominator is the total number of HHSC-funded Clients who ended an intensive residential service during the Fiscal Year to date and were counted as completers.

2.5.4.4 Co-Occurring Psychiatric and Substance Use Disorder (COPSD)

COPSD has the following outcome measures:

	Co-Occurring Psychiatric and Substance Use Disorder Services	
	Number Served	Formula
a	Client Engagement:	55%
b	SUD Treatment Status at discharge:	70%
c	Mental Health Treatment Status at discharge:	10%
d	Percent discharging to stable housing:	55%

Outcome Methodology:

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A. Client engagement:
   1. The numerator is the number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date who had at least one (1) progress note (counseling or case management) during at least five (5) distinct weeks.
   2. The denominator is the total number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date and were counted as completers.

B. SUD Treatment Status at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date who had at least one (1) substance use disorder treatment service begins during the episode at same or different provider
   2. The denominator is the total number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date and were counted as completers.

C. Mental Health Treatment Status at discharge:
   1. The numerator is the number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date. There must also be activity in CMBHS associated with mental health services during the episode at same or different provider or a referral with a referral type of "Mental Health Treatment (Inpatient)" or "Mental Health Treatment (Outpatient)".
   2. The denominator is the total number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date and were counted as completers.

D. Percent discharging to stable housing:
   1. The numerator is the number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date. The service end or discharge assessment must not list the Client's current living situation as "homeless" or "shelter."
   2. The denominator is the total number of HHSC-funded Clients who ended a COPSD service during the Fiscal Year to date and were counted as completers.

2.5.4.5 Youth Recovery Communities (YRC)

The YRC Program has the following outcomes:

	Youth Recovery Community Services	
a	Percent of Participants reporting abstinence:	50%
b	Percent of Participants reporting improvement at school:	70%
c	Percent of Participants employed if not in school:	80%
d	Percent of Participants with family and support network involvement:	80%

Outcome Methodology:

A. Percent of Participants reporting abstinence:
   1. The numerator is the number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months and are

reporting abstinence for at least three (3) months as of the last day of the reporting month.
2. The denominator is the total number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months.

B. Percent of Participants reporting improvement at school:
   1. The numerator is the number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months, are enrolled in middle or high school, and meet the following:
      A. No more than two (2) unexcused absences during the reporting month, and;
      B. The most recent report card lists passing grades for all classes.
   2. The denominator is the total number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months who are enrolled in middle or high school.

C. Percent of Participants employed if not in school:
   1. The numerator is the number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months, are not enrolled in middle or high school, and are:
      a. Employed part time or full time; or
      b. Enrolled and attending vocational training, or
      c. Enrolled in higher education (university, junior college, etc.).
   2. The denominator is the total number of Participants with an open case during the reporting month whose cases have been open for at least six (6) months who are not enrolled in middle or high school.

D. Percent of Participants with family and support network involvement:
   1. The numerator is the number of Participants with an open case during the reporting month whose family, friends, significant others, and/or other supportive allies attended at least one (1) structured activity at the YRC during the reporting month.
   2. The denominator is the total number of Participants with an open case during the reporting month.

2.5.4.6 Medication Assisted Treatment Services

The MAT Program has the following outcome measures:

Medication Assisted Treatment		
Number served		Formula
a.	Percent of Clients whose length of stay is at least one (1) year:	65%
b.	Percent of Clients with absence of drug use/misuse (including alcohol) this year:	65%
c.	Percent of Clients with no arrest since admission this year:	90%
d.	Percent of all new Clients who received at least one (1) immunization for tetanus or hepatitis A and B:	75%

E. Percent of all new Clients who received all health screenings/testing (gonorrhea, chlamydia, hepatitis B and C, HIV and TB):	75%
F. Percent of all new Clients who received diabetes screening and individualized BMI information:	90%
G. Percent of Clients discharging and/or actively engaged in stable/Recovery housing:	80%
H. Percent employed at discharge and/or receiving supported employment services:	60%
I. Percent of Clients receiving overdose prevention education and naloxone:	100%
j. Percent of Clients reporting ongoing treatment/RSS this year:	50%

Outcome Methodology:

A. Percent of Clients whose length of stay is at least one (1) year:
   1. The numerator is the number of Clients served who report being in MAT services for over one (1) Fiscal Year on the annual MAT survey.
   2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

B. Percent of Clients reporting absence of drug use/misuse (including alcohol) this year:
   1. The numerator is the number of Clients reporting absence of drug use/misuse (including alcohol) this Fiscal Year on the annual MAT survey.
   2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

C. Percent of Clients with no arrest since admission this year:
   1. The numerator is the number of Clients reporting no arrests this Fiscal Year on the annual MAT survey.
   2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

D. Percent of all new Clients who received at least one (1) immunization for tetanus or hepatitis A and B:
   1. The numerator is the number of new Clients that received at least (1) one immunization for Tetanus or Hepatitis A and B in one (1) Fiscal Year on the annual MAT survey.
   2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

E. Percent of all new Clients who received all health screenings/testing (gonorrhea, chlamydia, hepatitis B and C, HIV and TB):
   1. The numerator is the number of new Clients that received all health screenings/testing (gonorrhea, chlamydia, hepatitis B and C, HIV and TB) in one (1) Fiscal Year on the annual MAT survey.
   2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

F. Percent of all new Clients who received diabetes screening and individualized BMI information:
    1. The numerator is the number of new Clients that diabetes screening and individualized BMI information in one (1) Fiscal Year on the annual MAT survey.
    2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

G. Percent of Clients discharging and/or actively engaged in stable/Recovery housing this year:
    1. The numerator the number of Clients reporting active engagement in stable and/or Recovery housing this Fiscal Year on the annual MAT survey.
    2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

H. Percent employed at discharge and/or receiving supported employment services:
    1. The numerator the number of Clients reporting active employment this Fiscal Year on the annual MAT survey.
    2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

I. Percent of Clients receiving overdose prevention education and naloxone:
    1. The numerator is the number of Clients that received overdose prevention education and naloxone in one (1) Fiscal Year on the annual MAT survey.
    2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

J. Percent of Clients reporting ongoing treatment/RSS this year.
    1. The numerator the number of Clients reporting ongoing treatment/RSS this Fiscal Year on the annual MAT survey.
    2. The denominator is the number served at the time of the MAT survey conducted on an annual Fiscal Year basis.

2.5.4.7 NAS-MAT Outcome Measures

The NAS-MAT Program has the following outcome measures:

	Medication Assisted Treatment	
	Number served	Formula
a	Percent of Clients whose length of stay is at least one (1) year:	65%
b	Percent with absence of drug use/misuse (including alcohol):	65%
c	Percent with no arrest since admission:	90%

d	Percent of Clients discharging and/or actively engaged in stable/Recovery housing:	80%
e	Percent employed at discharge and/or receiving supported employment services:	60%
f	Percent admitted to/involved in ongoing treatment/RSS (supportive residential, outpatient, Medication Assisted Recovery Anonymous groups, and other supportive services):	50%

Outcome Methodology:

A. Percent of Clients whose length of stay is at least one (1) year:
   1. The numerator is the number of Clients served who report being in MAT services for over one (1) Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

B. Percent of Clients reporting absence of drug use/misuse (including alcohol) this year:
   1. The numerator is the number of Clients reporting absence of drug use/misuse (including alcohol) this Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

C. Percent of Clients reporting no arrests this year:
   1. The numerator is the number of Clients reporting no arrests this Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

D. Percent of Clients reporting active engagement in stable/Recovery housing this year:
   1. The numerator the number of Clients reporting active engagement in stable and/or Recovery housing this Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

E. Percent of Clients reporting active employment:
   1. The numerator the number of Clients reporting active employment this Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

F. Percent of Clients reporting ongoing treatment/RSS this year:
   1. The numerator the number of Clients reporting ongoing treatment/RSS this Fiscal Year on the annual NAS-MAT survey.
   2. The denominator is the number served at the time of the NAS-MAT survey conducted on an annual Fiscal Year basis.

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2.6 PROHIBITIONS

Grant funds may not be used to support the following services, activities, and costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
5. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;
7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant Project;
11. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. Fundraising;
13. Statewide Projects;
14. Any other prohibition imposed by federal, State, or local law; and
15. The acquisition or construction of facilities.

2.7 STANDARDS

Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); the *Uniform Grant Management Standards (UGMS),* and all statutes, requirements, and guidelines applicable to this funding.

The federal funding sources of this RFA is the SAPT and SOR grants, which requires compliance with the Code of Federal Regulations listed below:

SAPT: 45 CFR Part 96, Subpart C, as applicable:
https://ecfr.io/Title-45/pt45.1.96#sp45.1.96.c;

SOR: 45 CFR Part 75, as applicable:
https://ecfr.io/Title-45/pt45.1.75

Grantees are required to conduct Project activities in accordance with federal and State laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the HHSC Civil Rights Office website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office.

Upon request, a Grantee must provide the HHSC Civil Rights Office with copies of all the Grantee's civil rights policies and procedures. Grantees must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the Contract no more than ten (10) calendar days after receipt of the complaint. Notice must be directed to:

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

A Grantee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Grantee's Programs, benefits or activities on the basis of national origin, and must 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.

Grantees must comply with Executive Order 13279, and its implementing regulations at 7 CFR Part 16 or 45 CFR Part 87 which provide that any organization that participates in Programs funded by direct financial assistance from the U.S. Department of Agriculture or U.S. Department of Health and Human Services must not, in providing services, discriminate against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

2.8 DATA USE AGREEMENT

By entering into a Grant Agreement with HHSC as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit F, Data Use Agreement (DUA) Between the Texas Health and Human Services System and Contractor**.

Note: Respondents that are designated as governmental entities that are selected for Contract negotiation will be provided the specific DUA for governmental entities during the Contract negotiation phase.

2.9 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Grant, if any, resulting from this Solicitation, any awarded Grant is subject to appropriations and the continuing availability of funds.

HHSC reserves the right to cancel, make partial award, or decline to award a Grant under this Solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the Grant Recipient. Any additional funding or future funding may require submission of an application through a subsequent RFA.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 Schedule of Events

EVENT	DATE/TIME
Solicitation Release Date	February 7, 2020
Deadline for Submitting Questions	February 14, 2020
Tentative Date Answers to Questions Posted	February 19, 2020
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	February 28, 2020 at 2:00 p.m.
Anticipated Notice of Award	July 2020
Anticipated Contract Start Date	September 1, 2020

Note: These dates are a tentative schedule of events. HHSC reserves the right to modify these dates at any time upon notice posted to the ESBD and HHS Grants Opportunities website. Any dates listed after the Solicitation Response deadline will occur at the discretion of HHSC and may occur earlier or later than scheduled without notification on the ESBD and HHS Grants Opportunities website.

3.2 Changes, Amendment or Modification to Solicitation

HHSC reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of HHSC and will post such change, amendment or modification on the ESBD and HHSC Grants websites. It is the responsibility of the Applicant to periodically check the ESBD and HHSC Grants websites to ensure full compliance with the requirements of this Solicitation.

3.3 Irregularities

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in **Section 3.4.1, Point of Contact** as soon as possible so corrective addenda may be furnished to prospective Respondents.

3.4 Inquiries

3.4.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the HHSC's Point of Contact addressed to the person listed below. All communications between Respondents and other HHSC staff members concerning the Solicitation are strictly prohibited, unless noted elsewhere in this RFA: for example, during negotiation and award as set out in **Section 4.5, Negotiation and Award**. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name:	Fernando Garcia, CTCD, CTCM
Title:	Purchaser
Address:	1100 West 49th Street, Austin, TX 78756
Phone:	(512)406-2545
Email:	Fernando.garcia03@hhsc.state .tx.us

3.4.2 Prohibited Communications

All communications between Respondents and other HHSC staff members concerning the Solicitation may not be relied upon and Respondent should send all questions or other communications to the Point of Contact. This restriction does not preclude discussions between affected Parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.4.3 Questions

HHSC will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in **Section 3.4.1, Point of Contact** above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

A. Identifying Solicitation number
B. Section number
C. Paragraph number
D. Page number
E. Text of passage being questioned
F. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.1, Schedule of Events above. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.4.4 Clarification Request Made By Respondent

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the Solicitation in the manner and by the deadline for submitting questions.

3.4.5 Responses to Questions

Responses to questions or other written requests for clarification will be posted on the ESBD and HHSC Grants websites. HHSC reserves the right to amend answers prior to the

deadline of Solicitation Responses. Amended answers will be posted on the ESBD and HHSC Grants websites. It is the Applicant's responsibility to check the ESBD and HHSC Grants websites. HHSC also reserves the right to provide a single consolidated response of all similar questions they choose to answer in any manner at HHSC's sole discretion.

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 Generally

All Applications must be:

1. Clearly legible;
2. Sequentially page-numbered and include the Respondents name at the top of each page;
3. Organized in the sequence outlined in **Article IX - Submission Checklist**;
4. In Arial or Times New Roman font, size twelve (12) or larger for normal text, no less than size ten (10) for tables, graphs, and appendices;
5. Blank forms provided in the exhibits must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
6. Correctly identified with the RFA number and submittal deadline;
7. Responsive to all RFA requirements; and
8. Signed by an authorized official in each place a signature is needed (electronic or digital signature will be necessary to submit via USB drive).

3.5.2 Submission in Separate Parts

1. Organizational Information, including all forms;
2. Narrative Proposal, including all forms;
3. Supportive Information;
4. Expenditure Proposal; and
5. Exhibits.

Respondent shall submit two (2) USB flash drives, one marked as the "**Original**" and one marked as the "Copy." Each USB flash drive shall have five (5) folders, as described in detail in **Article IX – Submission Checklist**. **Article IX – Submission Checklist** documents how Respondent must organize the application for submission to HHSC.

The two (2) USB flash drives must be submitted in one (1) package to HHSC at the address listed in **Section 3.6.3, Delivery**.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

Solicitation Responses must be received at the address in **Section 3.6.3, Delivery** time-stamped by HHSC no later than the date and time specified in **Section 3.1, Schedule of Events**.

3.6.2 Labeling

Solicitation Responses shall be placed in a sealed box or envelope and clearly labeled as follows:

SOLICITATION NO.:	**RFA No. HHS0006637**
SOLICITATION NAME:	**Substance Use Treatment Services**
SOLICITATION RESPONSE DEADLINE:	**February 27, 2020 at 2:00 p.m.**
PURCHASER:	**Fernando Garcia, CTCD, CTCM**
RESPONDENT NAME:	______________________________

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to HHSC by the specified date and time.

3.6.3 Delivery

Respondent must deliver Solicitation Responses by one (1) of the methods below to the address noted. Solicitation Responses submitted by any other method (e.g., facsimile, telephone, email) will NOT be considered.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

HHSC Procurement and Contracting Services (PCS)
Attn: Bid Coordinator
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

Note: All Solicitation Responses become the property of HHSC after submission and will not be returned to Respondent.

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request identified in **Section 3.4.1, Point of Contact**; or (2) modify its Solicitation Response by submitting a written amendment identified in **Section 3.4.1, Point of Contact**. The System Agency may request Solicitation Response Modifications at any time.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 GENERALLY

Applications will be evaluated and scored in accordance with the factors required by **Section 2.4, Program Requirements**; **Article V, Organizational Information and Narrative Proposal**; and other factors deemed relevant by HHSC.

A three (3) step selection process will be used:

A. Eligibility screening;
B. Evaluation based upon specific selection criteria;
C. Final Selection based upon State priorities.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete Applications meeting the minimum qualifications will move to the Evaluation stage.

4.3 EVALUATION

Applications will be evaluated and scored in accordance with the factors required by Program criteria in this RFA. See also, **Exhibit U, Evaluation Tool**.

4.4 FINAL SELECTION

HHSC intends on making multiple awards for each Program. After initial screening for eligibility, Application completeness, and initial scoring of the elements listed above in **Section 4.3, Evaluation**, a selection committee will look at all eligible Respondents to determine which proposals should be awarded in order to most effectively accomplish State priorities. The selection committee will recommend grant awards to be made to the HHSC Associate Commissioner for Medical & Social Services (MSS) Division, Behavioral Health Services (BHS) who will make the final award approval.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the State, State priorities, reasonableness, availability of funding, and cost-effectiveness.

4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to each Successful Respondent will depend upon the merit and scope of the Application, the recommendation of the selection committee, and the decision of the Associate Commissioner. Not all Respondents who are deemed eligible to receive funds are assured of receiving an award.

The negotiation phase may involve direct contact between the Successful Respondent and HHSC representatives via phone and/or email. During negotiations, Successful Respondents may expect:

1. An in-depth discussion of the submitted proposal and budget; and
2. Requests from HHSC for clarification or additional detail regarding submitted Application.

The final funding amount and the provisions of the Contract will be determined at the sole discretion of HHSC staff.

HHSC may announce tentative or apparent Grant Recipients once the Associate Commissioner has given approval to initiate negotiation and execute Contracts.

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, Addendums, or revisions to the RFA or General Provisions, sought by the Respondent must be specifically detailed in writing by the Respondent on Exhibit D, Exceptions Form in this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the Respondent's proposal or at a later date.

HHSC will post to the ESBD and HHSC Grants Website and may publicly announce a list of Respondents whose Applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any Respondent's proposal and does not bind HHSC to enter into a Contract with any Respondent whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY HHSC

HHSC reserves the right to ask questions or request clarification from any Respondent at any time during the RFA process.

ARTICLE V. ORGANIZATIONAL INFORMATION AND NARRATIVE PROPOSAL

5.1 ORGANIZATIONAL INFORMATION, NARRATIVE, AND EXPENDITURE PROPOSALS

a. *All Respondents:*

Respondents applying to this RFA shall submit one (1) application per HHS health Region (see **Exhibit Q, Health and Human Services (HHS) Offices by County**).

Respondent shall identify all Program(s) the Respondent is applying to serve per HHS health Region.

Respondent shall identify all Service Type(s)/Service(s), the Respondent is applying to serve per Program.

b. *For TRA, TRF, TRY:*

If applying for TRA, TRF, TRY, the Respondent should adhere to "All Respondent" requirements. In addition, Respondents shall submit each Regulatory License pertaining to the RFA application. Respondent's Regulatory License must reflect all *age group(s), gender(s),* and *setting(s)* as identified in **Section 2.3, Eligible Applicants.**

If the Respondent is designated as a faith-based organization, the Respondent shall submit the Texas Licensing Authority letter issued to the facility upon approval of their registration.

c. *For COPSD:*

If the Respondent is applying to serve COPSD, the Respondent should adhere to "All Respondent" requirements. In addition, the Respondent shall submit either:

1. A State licensed SUD treatment facility and a letter of agreement or Memorandum of Understanding with a LMHA or LBHA; or
2. Indicate on **Form A, Respondent Information**: Type of Entity: Local Mental/Behavioral Health Authority and a letter of agreement or Memorandum of Understanding with a State-funded licensed substance use disorder treatment facility.
3. If a Respondent is both a State licensed SUD treatment facility and an LMHA, the Respondent shall indicate on **Form A, Respondent Information**: Type of Entity: Local Mental/Behavioral Health Authority and submit Respondent's State licensed SUD treatment facility and provide a document describing how mental health and SUD of Clients will be addressed concurrently.

d. *For YRC:*

If the Respondent is applying for YRC, the Respondent should adhere to "All Respondent" requirements.

e. *For MAT and NAS-MAT:*

If the Respondent is applying for MAT, NAS-MAT, the Respondent should adhere to "All Respondent" requirements. In addition, the Respondent must submit:

1. the State of Texas as a Narcotic Treatment Clinic; and
2. Drug Enforcement Agency registration; and
3. SAMHSA OTP Provisional Certification or Certification; and
4. Accreditation Letter or Copy of Application to the Accreditation body including the date on which the Respondent applied for accreditation, the dates of any accreditation surveys that are expected to take place, and the expected schedule for completing the accreditation process.

5.1.1 Respondent's Organization Information Proposal

All Respondents are required to complete **Form A, Respondent Information** through **Form D, Contact Person Information**, as follows:

a. Form A: Respondent Information

Respondent shall complete **Form A: Section I. Applicant Information**.

Respondent shall complete **Form A: Section II: Programs/Service Type(s)/Service(s) Applying**. The Respondent shall indicate the Region, the Respondent is applying to serve.

Note: Only one (1) Region should be selected per Response.

The Respondent shall indicate all Program(s), the Respondent is applying to serve per HHS health Region. The Respondent shall indicate all Service Type(s)/Service(s), the Respondent is applying to serve per Program.

Respondent shall complete **Form A: Section III: Regulatory Information** detailing each Service Type(s)/Service(s) applying. Respondent shall total all slots/beds/approved to treat committed to HHSC per Service Type(s).

For COPSD, indicate the total number of full-time staff persons who will be assigned to COPSD direct care services.

Respondents applying for YRC, will **not** complete Section III.

b. **Form B-1: Governmental Entity** (if applicable)

Respondent shall complete **Form B-1: Governmental Entity**, if Respondent's legal status is a government entity.

c. **Form B-2: Nonprofit or For-Profit Entity** (if applicable)

Respondent shall complete **Form B-2: Nonprofit or For-Profit Entity**, if Respondent's legal status is nonprofit or for-profit.

d. Form C: Administrative Information

Respondent shall complete **Form C: Administrative Information**, which provides required information on the Respondent.

e. **Form D: Contact Person Information**

Respondent shall complete **Form D: Contact Person Information**, which provides required Contract information for Respondent.

5.1.2 Respondent's Narrative Proposal

Utilizing the Forms attached to this RFA, and listed below, Respondents will answer the questions within the forms to describe the proposed services, processes, and methodologies for meeting all components described in **Article II, Administrative Information.** Respondent will also include all documents requested as part of completing forms to demonstrate fulfilling **Article II, Administrative Information** and **Exhibits H – N, and T** requirements.

a. Program Narrative (**Form E**)

Respondent shall complete the applicable **Form E**(s), in accordance with the Programs and services that are included within the Respondent's Application. Respondent shall answer each question within the text box. If the Respondent's answer is not within the text box, the information will not be reviewed and/or evaluated. The **Form E** for each specific Program is listed below; please ensure the Respondent completes the form(s) for the Program services for which Respondent is applying.

Note: Forms E-1 through E-3 are required to be completed for Respondents applying to provide the identified Services. For example, a Respondent applying to provide TRA Program, Outpatient and Detoxification Treatment Services will complete Forms E-1 and E-3.

1. **Form E-1**: TRA, TRF, TRY: Outpatient Treatment Services;
2. **Form E-2**: TRA, TRF, TRY: Residential Treatment Services;
3. **Form E-3**: TRA, TRF: Detoxification Services/Withdrawal Management Services;
4. **Form E-4**: Co-Occurring Psychiatric and Substance Use Disorder (COPSD) Program Narrative;
5. **Form E-5**: Youth Recovery Communities (YRC) Program Overview; and
6. **Form E-6**: Medication Assisted Treatment (MAT) and Neonatal Abstinence Syndrome – Medication Assisted Treatment (NAS-MAT) Program Review (Complete form for each Clinic that will provide the MAT services).

b. **Form F: Performance Measures and Goals (YRC Only)**

Respondents applying to provide YRC Program services are required to complete **Form F: Performance Measures and Goals (YRC Only)**. In the quarterly columns, Respondent shall provide the quarterly goals.

5.1.3 Respondent's Expenditure Proposal

All Respondents are required to complete an Expenditure Proposal; however, only Respondents applying for the YRC Program are required to complete **Form H: Expenditure Proposal Template**. For information on the Expenditure Proposal requirements, please refer to **Article VII, Administrative Information**.

Below are the documents within the Expenditure Proposal:

a. Form G: Financial Management & Administration Questionnaire

All Respondents shall complete **Form G: Financial Management & Administration Questionnaire**.

b. Form H: Expenditure Proposal Template

Respondents applying for the YRC Program shall complete **Form H: Expenditure Proposal Template**. If Respondent is not applying for the YRC Program, **Form H: Expenditure Proposal Template** is not required.

c. Form I: Indirect Cost Rate Agreement

All Respondents shall provide the Indirect Cost Agreement on the **Form I: Indirect Cost Rate Agreement** template.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation. As a part of the Solicitation Response requested in **Article III, Administrative Information**, Respondent must provide the following information.

6.2 LITIGATION AND CONTRACT HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Respondent.

Solicitation Response may be rejected based upon Respondent's prior history with the State of Texas or with any other Party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.3 CONFLICTS

Respondent must certify that it does not have any personal or business interests that present a Conflict of Interest with respect to the RFA and any resulting Contract. Additionally, if applicable, the Respondent must disclose all potential Conflicts of Interest. The Respondent must describe the measures it will take to ensure that there will be no actual Conflict of Interest and that its fairness, independence and objectivity will be maintained. The System Agency will determine to what extent, if any, a potential Conflict of Interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a Contract greater than one million dollars ($1,000,000.00) or awarded a Contract that would require the successful Respondent to register as a lobbyist under Texas Government Code Chapter 305 must submit a disclosure of interested Parties form to HHSC at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful Respondents.

6.4 GRANT APPLICATION DISCLOSURE

In an effort to maximize State resources and reduce duplication of effort, HHSC, at its discretion, may require the Respondent to disclose information regarding the application for or award of State, federal, and/or local grant funding by the Respondent or community collaborative member organization within the past two (2) years.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all of the following listed exhibits, which are listed in the submission checklist in **Article IX, Submission Checklist**.

A. **Exhibit A, Affirmations and Solicitation Acceptance**;
B. **Exhibit D, Exceptions Form**, if applicable;
C. **Exhibits E** and **E-1**, Federally Required Affirmations and Certifications:
    a. **Exhibit E, Assurances – Non-Construction Programs**; and
    b. **Exhibit E-1, Certification Regarding Lobbying**;
D. **Exhibit F, Data Use Agreement (DUA) Between the Texas Health and Human Services System and Contractor**
E. **Exhibit G, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification**

ARTICLE VII. EXPENDITURE PROPOSAL

7.1 EXPENDITURE PROPOSAL

An Expenditure Proposal is required for all Respondents; however, only the Respondents applying to provide YRC Program services within this RFA are required to complete the **Form H: Expenditure Proposal Template**.

Attached **Form H: Expenditure Proposal Template** of this RFA includes the template for submitting the Expenditure Proposal to provide YRC services.

Respondents must base their Expenditure Proposal on the Scope of Work described in **Article II, Scope of Grant Award,** and **Exhibits H – N and T**. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract resulting from this RFA are deemed rejected by HHSC.

Respondents must demonstrate that Project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable State and federal grant requirements.

Respondent must utilize the HHSC template provided and identify costs to be requested from HHSC and costs to be matched for the YRC Programs. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the Project.

Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effective given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing YRC Program Expenditure the need for the requested cost and a calculation demonstrating how the cost was arrived at.

Matching funds must also be identified in the Expenditure Proposal, including both anticipated matching funds and funds being certified in the proposal. Matching funds may be provided through local philanthropic, private, or city or county funds, pooled or braided funds from collaborative partner organizations, donated resources, or in-kind contributions committed specifically for the proposed Project. **State or federal funds may not be used as match**.

The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS.

7.2 INDIRECT COST RATE (ICR)

All Respondents are required to complete and submit **Form I: Indirect Cost Rate Agreement**, along with the required supporting documentation. HHSC will recognize the following pre-approved Indirect Cost Rates:

a. Federally Approved Cost Allocation Plan;
b. Federally Approved ICR Agreement;
c. State of Texas Cognizant Agency ICR.

If the Grantee does not have one (1) of the options listed above, then the Grantee may be eligible for the ten percent (10%) de minimis Indirect Cost Rate. If Grantee requests an ICR above the ten percent (10%) de minimis, Grantee shall provide the Organizations ICR Agreement. If the Agreement is not provided, Grantee is only eligible to budget the de minimis. HHSC will outreach with applicable Grantees after Contract award to complete the ICR process. Respondents should respond to HHSC requests timely to ensure that the ICR is issued as soon as possible.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS

8.1.1 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.2 Contract Responsibility

HHSC will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its contractors.

8.1.3 Public Information Act

Solicitation Responses are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of the Solicitation Response from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will be withheld or released only in accordance with the PIA. Amendments to the PIA passed during the 86th Legislative Session, specifically make "contracting information" public information that must be disclosed in response to a public information request unless otherwise excepted by the Act. Tex. Gov't Code §§ 552.003(7), 552.0222.

In addition, pursuant to Texas Government Code Section 2261.253(a), HHSC is required to post executed Contracts and the associated Solicitation documents on the agency website. Contract documents posted to the web may include the Solicitation Response of any Respondent receiving a Contract.

HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. If it is necessary for Respondent to include proprietary or confidential information (which may include, but is not limited to, trade secrets or privileged information), Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **14-point font**, on that specific part or page of the

submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy, the content should be marked in the same manner as the original as stated above. In addition, Respondent should mark the medium with the word "CONFIDENTIAL." If HHSC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the PIA.

If HHSC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the PIA. Note that pricing is not generally considered confidential under the PIA. Merely making a blanket claim that an entire Solicitation Response is protected from disclosure because it contains any amount of proprietary or confidential information is not acceptable and may make the entire Solicitation Response subject to release under the PIA.

8.1.4 News Releases

Prior to final award a Respondent may not issue a press release or provide any information for public consumption regarding its participation in this RFA. Requests should be directed to the HHSC Point of Contact Identified in **Article III, Administrative Information**.

8.1.5 Additional Information

By submitting a proposal, the Respondent grants HHSC the right to obtain information from any lawful source regarding the Respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with Contract requirements. By submitting a proposal, a Respondent generally releases from liability and waives all claims against any Party providing HHSC information about the Respondent. HHSC may take such information into consideration in evaluating proposals.

ARTICLE IX. SUBMISSION CHECKLIST

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for Contract award.

Note: Respondent shall complete one application for each HHS region applying to provide services.

A. Original Solicitation Response Package

The Solicitation Package must include the "Original" Solicitation Response in **one (1) USB flash drive** consisting of the five (5) parts described in detail below that are clearly separated by electronic folders named accordingly, see Folder Organization below. The USB flash drive must be labeled "Original."

1. _1_ Electronic folder with copy of **Organizational Information**
2. _1_ Electronic folder with copy of **Narrative Proposal**
3. _1_ Electronic folder with copy of **Supportive Information**
4. _1_ Electronic folder with copy of **Expenditure Proposal**
5. _1_ Electronic folder with copy of **Applicable Exhibits**

Folder Organization

The folders on the USB flash drive shall be organized as follows:

Folder 1: **1 Org Info**
Folder 2: **2 Narrative Prop**
Folder 3: **3 Supportive Info**
Folder 4: **4 Expenditure Prop**
Folder 5: **5 Exhibits**

Each folder shall include the required information in the order they appear on the checklist. The form and/or exhibit name must match the name on the checklist.

For example, all Respondents are required to complete the Organizational Information. Therefore, Respondent shall place the completed forms in the folder named, **1 Org Info**, and the documents in the folder should appear as follows:

Form A: Respondent Information
Form B-2: Nonprofit or For-Profit Entity
Form C: Administrative Information
Form D: Contact Person Information

B. Copies of Solicitation Response Package

Respondent will provide **<u>one (1) USB flash drive</u>** consisting of the five (5) parts described above. The USB flash drive must be labeled "Copy." The folders must be organized as described above.

1. _1_ Electronic folder with copy of **Organizational Information**
2. _1_ Electronic folder with copy of **Narrative Proposal**
3. _1_ Electronic folder with copy of **Supportive Information**
4. _1_ Electronic folder with copy of **Expenditure Proposal**
5. _1_ Electronic folder with copy of **Applicable Exhibits**

C. Checklist for Application

1. Organizational Information (Forms A through D)

a. **Form A: Respondent Information** ______
b. **Form B-1: Governmental Entity** (if applicable) ______
c. **Form B-2: Nonprofit or For-Profit Entity** (if applicable) ______
d. **Form C: Administrative Information** ______
e. **Form D: Contact Person Information** ______

2. **Narrative Proposal (Forms E – F)**

a. **Program Narrative Proposal Forms (Forms E-1 through E-6)**
   i. **Form E-1: TRA, TRF, TRY: Outpatient Treatment Services** ______
   ii. **Form E-2: TRA, TRF, TRY: Residential Treatment Services** ______
   iii. **Form E-3: TRA, TRF: Detoxification Services/Withdrawal Management Services** ______
   iv. **Form E-4: Co-Occurring Psychiatric and Substance Use Disorder (COPSD) Program Narrative** ______
   v. **Form E-5: Youth Recovery Communities (YRC) Program Overview** ______
   vi. **Form E-6: Medication Assisted Treatment Services (MAT) and Neonatal Abstinence Syndrome – Medication Assisted Treatment (NAS-MAT) Program Review** ______

*****_Respondent shall complete the appropriate **Form E**(s) for the Programs and services selected on **<u>Form A, Respondent Information</u>**._

b. **Form F: YRC Performance Measures and Goals (YRC Only)** ______

3. **Supportive Documents** ______

a. <u>Respondent's applying for TRA, TRY and/or TRF Program Services</u>:
   i. Provide a copy of Texas Licensing Authority Facility License;
   ii. Faith-Based Organization Texas Licensing Authority Exemption designation documentation.

b. <u>Respondent's applying for COPSD Program Services:</u>
   i. If Respondent is licensed Facility, provide a letter of agreement or Memorandum of Understanding with LMHA/LBHA;

ii. If Respondent is a LMHA/LBHA, and does not hold a valid Facility License, Respondent provides a letter of Agreement or Memorandum of Understanding with a HHSC funded Facility licensed provider;

iii. If Respondent is a LMHA/LBHA and holds a Texas Licensing Authority Facility License, Respondent provides a document describing how mental health and substance use disorders will be addressed concurrently.

c. Respondent's applying for MAT and/or NAT-MAT Program Services:

i. Copy of Texas Licensing Authority Narcotic Treatment License;

ii. Copy of Certification form SAMHSA as an Opioid Treatment Program;

iii. Copy of Registration with Drug Enforcement Agency;

iv. Copy of accreditation from a SAMHSA approved accrediting body and/or copy of the application submitted to the accrediting body

4. **Expenditure Proposal**

a. **Form G: Financial Management & Administration Questionnaire** ______

b. **Form H: Expenditure Proposal Template** (YRC Only) ______

c. **Form I: Indirect Cost Rate Agreement** ______

Respondent shall only complete and submit **Form H, Expenditure Proposal Template, Expenditure Proposal Template if applying to provide the YRC Program services.*

5. **Applicable Exhibits** (to be included in Application)

a. **Exhibit A, Affirmations and Solicitation Acceptance** ______

b. **Exhibit D, Exceptions Form**, if applicable ______

c. **Exhibits E and E-1, Federally Required Affirmations and Certifications** ______

d. **Exhibit F, Data Use Agreement (DUA) Between the Texas Health and Human Services System and Contractor** ______

e. **Exhibit G, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification** ______

ARTICLE X. LIST OF EXHIBITS AND FORMS

10.1 LIST OF EXHIBITS

Exhibit A, Affirmations and Solicitation Acceptance

Exhibit B, HHSC Uniform Terms and Conditions – Grant, Version 2.16.1

Exhibit C, HHSC Special Conditions, Version 1.2

Exhibit D, Exceptions Form

Exhibit E, Assurances – Non-Construction Programs

Exhibit E-1, Certification Regarding Lobbying

Exhibit F, Data Use Agreement (DUA) Between the Texas Health and Human Services System and Contractor

Exhibit G Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Exhibit H, Treatment for Adults (TRA) Statement of Work (SOW)

Exhibit I, Treatment for Females (TRF) Statement of Work (SOW)

Exhibit J, Treatment for Youth (TRY) Statement of Work (SOW)

Exhibit K, Co-Occurring Psychiatric and Substance Use Disorders (COPSD) Statement of Work (SOW)

Exhibit L, Youth Recovery Communities (YRC) Statement of Work (SOW)

Exhibit M, Medication Assisted Treatment (MAT) Statement of Work (SOW)

Exhibit N, Neonatal Abstinence Syndrome - Medication Assisted Treatment (NAS-MAT) Statement of Work (SOW)

Exhibit O, Health and Human Services Commission (HHSC) Substance Use Disorder (SUD) Utilization Management (UM) Guidelines

Exhibit P, Fee-For-Service Rates

Exhibit Q, Health and Human Services (HHS) Offices by County

Exhibit R, HHSC Guidelines for the Use of Extended-release Injectable Naltrexone

Exhibit S, Substance Abuse Prevention and Treatment (SAPT) Block Grant Contract Supplement

Exhibit T, Comprehensive, Continuum of Care for Females (CCC) Statement of Work (SOW)

Exhibit U, Evaluation Tool

10.2 LIST OF FORMS

Form A: Respondent Information

Form B-1: Governmental Entity

Form B-2: Nonprofit or For-Profit Entity

Form C: Administrative Information

Form D: Contact Person Information

Form E-1: TRA, TRF, TRY: Outpatient Treatment Services

Form E-2: TRA, TRF, TRY: Residential Treatment Services

Form E-3: TRA, TRF: Detoxification Services/Withdrawal Management Services

Form E-4: Co-Occurring Psychiatric and Substance Use Disorder (COPSD) Program Narrative

Form E-5: Youth Recovery Communities (YRC) Program Overview

Form E-6: Medication Assisted Treatment (MAT) and Neonatal Abstinence Syndrome – Medication Assisted Treatment (NAS-MAT) Program Review

Form F: Performance Measures and Goals (YRC Only)

Form G: Financial Management & Administration Questionnaire

Form H: Expenditure Proposal Template

Form I: Indirect Cost Rate Agreement

Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation).

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent'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 Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC 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 Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent 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. Respondent 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 Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
6. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

7. Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.

8. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHSC's terms and conditions are rejected unless expressly accepted by HHSC in writing in a fully executed contract.

9. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

10. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.

11. Respondent acknowledges all addenda and amendments to the Solicitation.

12. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

13. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

    □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

    □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran

    □ Agricultural products grown in Texas

    □ Agricultural products offered by a Texas bidder

    □ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

    □ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran

    □ Texas Vegetation Native to the Region

    □ USA-produced supplies, materials or equipment

    □ Products of persons with mental or physical disabilities

    □ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

    □ Energy efficient products

    □ Rubberized asphalt paving material

- □ Recycled motor oil and lubricants
- □ Products produced at facilities located on formerly contaminated property
- □ Products and services from economically depressed or blighted areas
- □ Vendors that meet or exceed air quality standards
- □ Recycled or reused computer equipment of other manufacturers
- □ Foods of higher nutritional value
- □ Commercial production company or advertising agency located in Texas

14. Respondent 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 Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.

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

16. 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 Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

17. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this 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. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

    Name: ___________________________________ SSN: _________________________

    Name: ___________________________________ SSN: _________________________

    Name: ___________________________________ SSN: _________________________

    Name: ___________________________________ SSN: _________________________

    FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

    If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. Respondent 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 Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.

19. Respondent 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.

20. Respondent 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.

21. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent 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 the 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.

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

23. Respondent 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.

24. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.

25. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this 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).

26. Respondent 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.

27. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

28. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain

statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

29. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent 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.
30. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
31. Respondent 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.
32. Respondent 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 Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

33. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services

under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

34. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

35. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

36. Respondent 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 Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC 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 HHSC shall constitute breach of contract and may result in immediate contract termination.

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

    (a) all persons employed by Respondent to perform duties within Texas; and

(b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

38. If this Solicitation is for 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, Respondent represents and warrants that neither Respondent nor any of Respondent'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.

39. If this Solicitation is for consulting services,

(A). In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:

(1) Name of individual(s) (Respondent or employee(s)): ____________________
(2) Status (circle one): Respondent Employee
(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:
____
(5) The annual rate of compensation for the employment at the time of its termination: ___________________________________

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

(B). If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

40. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

____
____
____.

41. Respondent understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 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: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) 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 (iii) 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. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX, Section 6.25.

42. Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 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. Respondent certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

____
____
____.

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

44. Respondent 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 any contract resulting from this Solicitation.

45. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

46. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

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

Legal Name of Respondent: ____

______________________________	______________________________
Signature of Authorized Representative	**Date Signed**
Printed Name and Title of Authorized Representative	**Phone Number**
Federal Employer Identification Number	**Fax Number**
DUNS Number	**Email Address**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019 Responsible
Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

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

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

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

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

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

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRS)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

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

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.

iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.

v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

i. HHS portal at: or,
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

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

i. HHS portal at:
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

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

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 Books and Records

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

7.2 Access to records, books, and documents

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

7.3 Response/compliance with audit or inspection findings

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

7.4 SAO Audit

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

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 Confidentiality

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 Contract Remedies

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

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

8.2 Termination for Convenience

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

8.3 Termination for Cause

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

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

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 Amendment

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

9.2 Insurance

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

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

9.3 Legal Obligations

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

9.4 PERMITTING AND LICENSURE

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

9.5 INDEMNITY

A. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

B. **THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**

C. **For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.7 Independent Contractor

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

9.8 Technical Guidance Letters

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

9.9 Dispute Resolution

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

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

9.10 Governing Law and Venue

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

9.11 Severability

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq*.); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

9.23 SYSTEM AGENCY DATA

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

Exhibit C
SPECIAL CONDITIONS

Health and Human Services Commission
Special Conditions

Version 1.2

Exhibit C
SPECIAL CONDITIONS

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Exhibit C
SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the HHSC Uniform Terms and Conditions (UTC), the provision contained in the UTCs shall prevail. If any provision contained in this HHSC Special Conditions is in conflict with, or inconsistent with the Substance Use Disorder Utilization Management Guidelines (UM), the provision contained in the UM shall prevail.

ARTICLE I - SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 4.01 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means the HHSC Uniform Terms and Conditions – Grant, Version 2.16.1.

ARTICLE II - GRANTEES PERSONNEL AND SUBCONTRACTORS

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

2.03 Contracts with Subcontractors

a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
c. Prior to entering into a subcontract agreement equaling or exceeding $100,000, Grantee will obtain written approval from the System Agency.
d. Grantee will obtain written approval from System Agency before modifying any subcontract agreement to cause the agreement to exceed $100,000.

e. Grantee will establish written policies and procedures for competitive procurement and monitoring of subcontracts and will develop a subcontracting monitoring plan.
f. monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
g. submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
h. ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
i. ensure all subcontracts, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.
j. ensure and be responsible for the performance of the subcontractor(s).
k. not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

2.04 Status of Subcontractors

Grantees will require that all subcontractors certify that they are/have:
a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the terms of the Contract; and
f. Not had a System Agency contract terminated for cause.

2.05 Incorporation of Terms in Subcontracts

a. Grantee will include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
   1. Statement of Work
   2. Uniform Terms and Conditions
   3. Special Conditions
   4. Federal Assurances and Certifications
   5. Non-Exclusive List of Applicable Laws
   6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.

b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

2.06 Notice of Legal Matter or Litigation

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us of any litigation or legal matter related to or affecting this Contract within seven (7) calendar days of becoming aware of the litigation or legal matter.

2.07 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Grantee with ten days notice prior to execution of the amendment under the following circumstances to:

a. To comply with a court order or judgment
b. Incorporate new or revised federal or state laws, regulations, rules or policies
c. Correct an obvious clerical error in this Contract;
d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
e. To correct the name, mailing address, or contact information for persons named in the Contract;
f. To update service descriptions or rates (if applicable);

ARTICLE III - CONFIDENTIALITY

3.01 Confidential System Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and

securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.01 Minor Administrative Changes

System Agency is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

4.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or Organizational Conflict of Interest, or

for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas

4.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

ARTICLE V - LEGACY PROVISIONS

5.01 Notice of a Contract Action

Grantee will send notice to the Substance Use Disorder (SUD) email box, SubstanceAbuse.Contracts@hhsc.state.tx.us if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five (5) business days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

5.02 Notice of IRS or TWC Insolvency

Grantee will send notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within five (5) days of the date of becoming aware of such.

5.03 Notice of Criminal Activity and Disciplinary Actions

a. Grantee will send notice, within five (5) business days to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us when the Grantee has knowledge or reason to believe that any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has engaged in any activity that:
   1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
   2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
   3. 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 will not permit any person who engaged, or 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.

5.04 Child Abuse Reporting Requirement

Grantee will:

a. 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. develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

   c. use the System Agency Child Abuse Reporting Form located at https://www.dfps.state.tx.us/Contact_Us/report_abuse.asp as required by the System Agency.

d. retain reporting documentation on site and make it available for inspection by the System Agency.

5.05 Abuse, Neglect, Exploitation

Grantee will;

a. take all steps necessary, to protect the health, safety and welfare of its clients and participants.

b. develop and implement written policies and procedures for abuse, neglect and exploitation.

c. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

5.06 Grantee's Notification of Change of Contact Person or Key Personnel

Within ten (10) business days, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us of any change in the Grantee's Contact Persons or Key Personnel.

5.07 Notice of Organizational Change

Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us within ten (10) business days of any change to Grantee's name, contact information, organizational structure, such as merger, acquisition, or change in form of business, legal standing, or authority to do business in Texas.

5.08 Significant Incidents

In addition to notifying the appropriate authorities, Grantee will submit notice to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us and Substance_Use_Disorder@hhsc.state.tx.us significant incidents involving substantial disruption of Grantee's program operation or affecting or potentially affecting the health, safety or welfare of the System Agency funded clients or participants within three (3) calendar days of discovery.

5.09 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees

Grantee and its governing body will:

a. bear full responsibility for the integrity of the fiscal and programmatic management of the organization.
b. be accountable for all funds and materials received from the System Agency. The responsibility of Grantee's governing body will also include accountability for compliance with the System Agency Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and the System Agency's monitoring processes.
c. ensure separation of powers, duties, and functions of governing body members and staff. No member of Grantee's governing body, or officer or employee of Grantee will vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers, and employees of Grantee's subcontractors.

5.10 Direct Operation

System Agency may temporarily assume operations of a Grantee's program or programs funded under this Contract when the continued operation of the program by Grantee puts, at risk, the health or safety of clients and/or participants served by Grantee.

5.11 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency will provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services to clients continue without interruption.
c. The System Agency will provide written notice of the interim extension amendment that specifies the reason and length of time for the extension.
d. Grantee will provide and invoice for services in the same manner as stated in the Contract.
e. An interim extension under Section (b)(1) above will extend the term of the 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 Section (b)(2) above will be a one-time extension for time determined by the System Agency.

5.12 Medical Records Retention

Grantee will;
a. retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.
b. retain and preserve records in accordance with applicable state and federal statutes, rules and regulations.
c. maintain all non-financial records that are generated or collected by Grantee under the provisions of this Contract for a period of at least seven years after the termination of this Contract.
d. retain the records in accordance with the federal retention period, if the federal retention period for services funded through Medicaid is more than seven years
e. retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.
f. include this provision concerning records retention in any subcontract it awards.
g. ensure that records relating to this Contract are securely stored and are accessible by the System Agency upon System Agency's request for at least seven years from the date Grantee ceases business or from the date this Contract terminates, whichever is sooner.

h. Provide and update as necessary, the name and address of the party responsible for storage of records to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

5.13 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

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

a. 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;
b. 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 Contract 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;
c. Applying to all employees and visitors in this designated area; and
d. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

5.14 Electronic and Information Resources Accessibility and Security Standards

a. **Applicability:**

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

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.

b. **Definitions:**

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of

equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring**

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as 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 contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties**

1. Grantee represents and warrants that:
   i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
   ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
   i. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
   ii. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies**

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

5.15 Equipment, Supplies and Property

a. Equipment.

Equipment is defined as tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds $5,000 or more.

Grantee will:

1. inventory all equipment and report the inventory on the Grantees Property Inventory Form.
2. initiate the purchase of all equipment, approved in writing by the System Agency, in the first quarter of the Contract or Contract term, as applicable. Failure to initiate 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 Contract must be submitted to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

b. Equipment List.

1. All items of equipment to be purchased with funds under this Contract must be itemized in Grantee's equipment list as finally approved by the System Agency in the executed Contract.

The equipment list must include:

i. Description of the property;
ii. Serial number or other identification number;

iii. Source of funding for the property (including the Federal Assistance Identification Number);
iv. Who holds title,
v. Acquisition date and cost of the property;
vi. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
vii. Location use and condition of the property; and
viii. Any ultimate disposition data including the date of disposal and sale price of property.

2. Any changes to the approved equipment list in this Contract must be approved in writing by the System Agency prior to the purchase of equipment.

3. Grantee will submit to the assigned contract manager, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, the System Agency will acknowledge its approval by means of a written amendment.

c. Supplies.

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.
2. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes 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 are also considered Supplies.
3. Prior approval by the System Agency of the purchase of Controlled Assets is not required, but such purchases must be reported on the Grantees Property Inventory Form.

d. Property Inventory and Protection of Assets.

Grantee will;

1. maintain an inventory of equipment, supplies defined as controlled assets, and property described in this Contract and submit to the assigned contract manager, upon request.

2. maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

3. if Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, use the proceeds to repair or replace those assets.

e. Assets as Collateral Prohibited.

Grantees will not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

f. Bankruptcy.

1. In the event of bankruptcy, Grantee will;
   i. sever the System Agency property, equipment, and supplies in possession of Grantee from the bankruptcy, and title must revert to the System Agency.
   ii. when directed by the System Agency, return all such property, equipment and supplies to the System Agency.
   iii. ensure that its subcontracts, if any, contain a specific provision requiring that in the event of the subcontractor's bankruptcy, the subcontractor must sever the System Agency property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to the System Agency, who may require that the property, equipment and supplies be returned to the System Agency.

g. Title to Property

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

h. Disposition of Property

1. Grantee will follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Grantee will request disposition approval and instructions in writing from the contract manager assigned to this Contract.

4. After an item reaches the end of its useful life, Grantee will ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

i. Closeout of Equipment

1. At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Grantee will submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us an inventory of equipment purchased with System Agency funds and request disposition instructions for such equipment.

2. All equipment purchased with System Agency funds must be secured by Grantee at the time of Closeout, or termination of this Contract, and must be disposed of according to the System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency Grantee, at Grantee's expense.

j. Insurance.

In addition to the Insurance provision of the Uniform Terms and Conditions, Grantee will:

1. maintain insurance or other means of repairing or replacing assets purchased with System Agency funds.
2. repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with System Agency funds is lost, stolen, damaged or destroyed.
3. notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim.
4. use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to System Agency.

k. Travel

The System Agency's travel policy will apply to all travel reimbursement if Grantee does not have a formal Travel Policy. If Grantee has a formal Travel Policy, Grantee will:

1. submit Grantee's formal travel policy to be approved by the assigned contract manager.
2. ensure travel policy specifies reimbursement limits for meals, lodging, and the mileage rate.
3. ensure all travel costs are reasonable and necessary.
4. ensure all out-of-state travel is approved by the assigned contract manager prior to travel.
5. Submit all out-of-state travel requests to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, at least, thirty (30) days prior to travel.

l. Management and Control Systems

Grantee will:

1. maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.
2. develop, implement, and maintain financial management and control systems that meet or exceed the requirements of Uniform Statewide Accounting System (UGMS). Those requirements and procedures include, at a minimum, the following:
   i. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
   ii. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Contract of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Contract and are traceable from the transaction to the general ledger;
   iii. Effective internal and budgetary controls;
   iv. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
   v. Timely and appropriate audits and resolution of any findings;
   vi. Billing and collection policies; and
   vii. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

m. Property Acquisitions

System Agency funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

n. Condition Precedent to Requesting Payment

Grantee will disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from the System Agency.

o. Overtime Compensation.

1. Except as provided in this section, Grantee will be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.
2. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

i. With the prior written approval of System Agency;
ii. Temporarily, in the case of an emergency or an occasional operational bottleneck;
iii. When employees are performing indirect functions, such as administration, maintenance, or accounting;
iv. In performance of tests, laboratory procedures, or similar operations that are

continuous in nature and cannot reasonably be interrupted or otherwise completed; or

v. When lower overall cost to System Agency will result.

p. Fidelity Bond

For the benefit of System Agency, Grantee is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Grantee handling funds under this Contract, including person(s) authorizing payment of such funds.

1. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Grantee's employees, either individually or in concert with others, and/or failure of Grantee or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.
2. Grantee will notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

q. Liability Coverage.

For the benefit of System Agency, Grantee will at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Grantee's organization or with management or governing authority over Grantee's organization (collectively "responsible persons").

Grantee will:

1. maintain copies of liability policies on site for inspection by System Agency and will submit copies of policies to System Agency upon request.
2. maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of System Agency in the event an actionable act or omission by a responsible person damages System Agency's interests.
3. notify, and obtain prior approval from, the System Agency Contract Oversight and Support Section before settling a claim on the insurance.

r. Quality Management.

Grantee will:

1. comply with quality management requirements as directed by the System Agency.
2. develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract term.

3. update and revise the QMP each biennium or sooner, if necessary. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter. The QMP must describe Grantee's methods to measure, assess, and improve -
   i. Implementation of evidence-based practices, programs and research-based approaches to service delivery;
   ii. Client/participant satisfaction with the services provided by Grantee;
   iii. Service capacity and access to services;
   iv. Client/participant continuum of care; and
   v. Accuracy of data reported to the state.
4. participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
5. submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
6. participate in and actively pursue CQI activities that support performance and outcomes improvement.
7. respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

s. Abuse, Neglect, Exploitation.

Grantee will:

1. take all steps necessary, to protect the health, safety and welfare of its clients and participants.
2. develop and implement written policies and procedures for abuse, neglect and exploitation.
3. notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

t. Persons on Probation or Parole.

Grantee will:

1. develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
2. notify the contract manager assigned to the Contract immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
3. maintain copies of all notices required under this section for System Agency

review.

u. Personnel Requirements and Documentation.

Grantee will;

1. maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file but must be easily accessible upon request. Required documentation includes the following, as applicable:
   i. A copy of the current job description signed by the employee;
   ii. Application or resume with documentation of required qualifications and verification of required credentials;
   iii. Verification of work experience;
   iv. Annual performance evaluations;
   v. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
   vi. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
   vii. Signed documentation of initial and other required training; and
   viii. Records of any disciplinary actions.
2. document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

5.16 Clinical Management for Behavioral Health Services (CMBHS) System

The CMBHS is the official record of documentation by System Agency.
Grantee shall:

1. request access to CMBHS via the CMBHS Helpline at (866) 806-7806.
2. use the CMBHS time frames specified by System Agency.
3. use System Agency-specified functionality of the CMBHS in its entirety.
4. submit all bills and reports to System Agency through the CMBHS, unless otherwise instructed.

a. Resources

Grantee shall ensure that Grantee's employees have appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with System Agency funds must be inventoried, maintained in working order, and secured.

b. Security Administrator and Authorized Users

Grantee shall:

1. designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. have a security policy that ensures adequate system security and protection of confidential information.
3. notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

Grantee will:

   i. ensure that access to CMBHS is restricted to only currently authorized users.
   ii. within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
   iii. maintain the CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.

4. submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List as stated in Attachment A, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us.
5. continually maintain the current CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
6. immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Grantee or otherwise,
   i. immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS,
   ii. update records on a daily basis to reflect any changes in account status.

c. Security Violations and Accounts Updates.
Grantee will adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact System Agency if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

d. Electronic Transfer of Information.
Grantee will establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Grantee certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

e. Access.
System Agency reserves the right to limit or deny access, to the CMBHS by Grantee, at any time for any reason deemed appropriate by System Agency. Grantee access to CMBHS will be placed in inactive status when the Grantee ceases to have an executed contract with System Agency Mental Health and Substance Abuse Division.

f. **Customer Support and Training.**
System Agency will provide support for the CMBHS, including problem tracking and problem resolution. System Agency will provide telephone numbers for Grantees to obtain access to expert assistance for CMBHS-related problem resolution. System Agency will provide initial CMBHS training. Grantee shall provide subsequent ongoing end-user training.

5.17 HIV/AIDS Model Workplace Guidelines

Grantee will:

a. implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm, State Agencies and State Grantees Policy No. 090.021.
b. educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

5.18 Medicaid Enrollment

Treatment Grantees shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Grantee's service region within the first quarter of this procurement term and maintain through the procurement term.

5.19 Billing for Treatment and Payment Restrictions

Grantees will;

a. bill for only one intensity of service and service type (either outpatient or residential) per client per day
b. not bill for an intensity of service and service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for another intensity of service and service type.

The following are the exception to item b.:

A client may receive;

a. co-occurring psychiatric / substance use disorder services,
b. ambulatory detoxification, or
c. opioid substitution therapy services,

at the same time the client receives SUD outpatient or residential treatment services or items 1-3 listed above.

If two Grantees provide services to the same client under this exception, the Grantees must coordinate services and both Grantees must document the service coordination in CMBHS.

5.20 Persons on Probation or Parole.

Grantee will;

a. develop and implement written policies and procedures that address the delivery of

services by employees, subcontractors, or volunteers on probation or parole.

b. submit to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, notice of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.
c. maintain copies of all notices required under this section for System Agency review.
d. ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by System Agency.

5.21 Substance Abuse Block Grant (SABG) Requirements

Grantee will comply with the requirements of the SABG, including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award:

The State shall not expend the Block Grant on the following activities:

a. To provide inpatient hospital services, except as provided in paragraph (c) of this section;
b. To make cash payments to intended recipients of health services;
c. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
d. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
e. To provide financial assistance to any entity other than a public or nonprofit private entity; or
f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.

5.22 Match and Program Income

Grantee will:

a. contribute match that is, at minimum, the percentage, stated on Attachment B, of Total System Agency Share unless otherwise stated on Attachment B.
b. report match on each Financial Status Report (FSR) or Quarterly Match Report, including description, source, and dollar amount in the FSR comment section for the non-System Agency funding and in-kind contributions for the program or as directed by System Agency.
c. adhere to the Program Income requirements in Uniform Grants Management Standards (UGMS).
d. not use program income as match without prior approval of the contract manager assigned to the Contract.
e. If the match ratio requirement is not met by the beginning of the last three months of

the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency.

5.23 Contract Reconciliation

Grantee, within 45 calendar days after the end of each fiscal term year, will submit to the System Agency email box, SubstanceAbuse.Contracts@hhsc.state.tx.us, financial and reconciliation reports required by System Agency in forms as determined by System Agency.

5.24 Breach of Contract and Liquidated Damages

a. Contract Monitoring.

System Agency:

1. will monitor Grantee for programmatic and financial compliance with this Contract and;
2. may impose liquidated damages for any breach of this Contract.
3. at its discretion, may place Grantee on accelerated monitoring, which entails more frequent or more extensive monitoring than ordinarily conducted by System Agency.
4. may allow the Grantee the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

b. Liquidated Damages.

Grantee agrees that noncompliance with the requirements specified in the Contract causes damages to System Agency that are difficult to ascertain and quantify. Grantee further agrees that System Agency may impose liquidated damages each month for so long as the noncompliance continues. Failure to comply with any of the Contract requirements, System Agency may impose liquidated damages of:

1. $500 for the first occurrence of noncompliance during a fiscal year;
2. $750 for the second occurrence of noncompliance with the same requirement during the same fiscal year; and
3. $1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

c. Grantee Repayment.

System Agency may withhold payments to Grantee to satisfy any recoupment or liquidated damage imposed by System Agency under this Article. System Agency may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Grantee's repayment obligations.

d. Notice of Liquidated Damages.

System Agency will formally notify Grantee in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Grantee must submit a written appeal, within ten (10) calendar days of receipt of the notice, to the SUD email box, SubstanceAbuse.Contracts@hhsc.state.tx.us.

A submitted appeal must;

1. include documented proof that Grantee submitted the information by the due date or received an exemption from the assigned contract manager.
2. demonstrate the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s).

If System Agency determines the liquidated damage is warranted, System Agency's decision is final and the remedy or sanction shall be imposed.

<u>**EXHIBIT D: EXCEPTIONS FORM**</u>

<u>**(NOTE TO RESPONDENTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS.)**</u>

No exception -- nor any term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation -- will be considered to be a part of any contract resulting from this Solicitation unless expressly made a part of the contract in writing by the System Agency.

Solicitation Document	Solicitation Document Section Number	Solicitation Language to which Exception is Taken (set forth language from solicitation)	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception Denied? (State "Yes" or "No")

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business_associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

(2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;

(3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;

(4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;

(5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;

(6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Destroy", **"Destruction",** for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

"Discover, Discovery" means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

"Legally Authorized Representative" of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

"Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

"Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

"Workforce" means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

(a) Disclosure is Required by Law;

(b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:

1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;

2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and

3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor***:***
a. The date the Breach occurred;

b. The date of Contractor's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of Contractor's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;

g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;

k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;

l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

(A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

(D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

(A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with___________________________________ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		SUBCONTRACTOR	
BY:	______________________________	BY:	______________________________
NAME:	______________________________	NAME:	______________________________
TITLE:	______________________________	TITLE:	______________________________
DATE	______________________, 202 .	DATE:	______________________________

Attachment 2-

Security and Privacy Initial Inquiry

[Attach Completed SPI Here]

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to HHSC detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com -	**Primary DUNS Number: 9-digits Required** http://www.dnb.com/us/
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes," skip questions "A," "B," and "C" and finish the certification.
If your answer is "No," answer questions "A" and "B."

A. Certification Regarding Percent (%) of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B," you must answer question "C."
If your answer is "No" to either question "A" or "B," skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

____

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

____

____

____

EXHIBIT H: TREATMENT FOR ADULTS (TRA) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

Respondent shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code requirements, as referenced in **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines** and ASAM criteria which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

1. Outpatient Treatment Services **(ASAM Level 1 Outpatient Services)**
2. Intensive Residential Treatment Services **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
3. Supportive Residential Treatment Services **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**
4. Human Immunodeficiency Virus (HIV) Statewide Intensive Residential **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
5. Residential Detoxification Services **(ASAM Level 3.7 Medically Monitored Withdrawal Services)**
6. Ambulatory Detoxification Services **(ASAM Level 2 Withdrawal Management)**

TREATMENT FOR ADULT (TRA) Program Target Population

Adult Texas residents who meet *Client Eligibility* for HHSC-funded substance use disorder services as stated in the **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**.

TREATMENT FOR ADULT (TRA) HIV Statewide Intensive Residential Program Target Population

Adult Texas residents living with HIV who meet *Client Eligibility* for HHSC-funded substance use disorder services as stated in the **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**.

SECTION II. SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements

1. Adhere to the most current HHSC SUD UM Guidelines.
2. Provide services which are age appropriate medical and psychological therapeutic services designed to treat individual's SUD while promoting Recovery.
3. Adhere to Level of Care/Service Type licensure requirements.
4. Comply with all applicable Texas Administrative Code (TAC) rules adopted by HHSC related to SUD treatment.
5. Document all specified required activities and services in CMBHS. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
6. In addition to TAC and SUD UM required Policies and Procedures, Respondent shall develop and implement organizational policies and procedures for the following:

i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the *Client Eligibility* criteria for admissions;
ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
iv. All policies and procedures shall be provided to HHSC upon request.

7. Ensure that Program Directors participate in their specific Program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Respondent executive management may participate in the conference calls.
8. Actively attend with representative knowledge about Respondent's system and services the Outreach, Screening, Assessment, and Referrals (OSAR) Respondent's quarterly regional collaborative meetings.
9. Ensure compliance with Client Eligibility to include: Texas eligibility, Financial Eligibility and clinical eligibility as required in HHSC SUD UM Guidelines.
10. Develop a local agreement with Texas Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
11. Adhere to Memorandum of Understanding requirements as stated in the HHSC SUD UM Guidelines.

B. Service Delivery
Respondent will:

1. Adhere to the *Priority Populations for Treatment Programs* as stated in the HHSC SUD UM Guidelines.
2. Maintain *Daily Capacity Management Report* in CMBHS as required in the HHSC SUD UM Guidelines.
3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
   i. Respondent that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
   ii. Respondent shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
   iii. Respondent shall offer directly or through referral interim services to wait-listed individuals.
   iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
   v. Develop a mechanism to maintain contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within *Priority Populations for Treatment Programs* according to HHSC SUD UM Guidelines:

i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
ii. When Respondent cannot admit a Client who is at risk for dangerous for withdrawal, Respondent shall ensure that an emergency medical care provider is notified.
iii. Coordinate with an alternate provider for immediate admission.
iv. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
vi. Adhere to Informed Consent Document for Opioid Use Disorder applicable to the individual as stated in the HHSC SUD UM Guidelines.
vii. When an individual is placed on the Wait List, Respondent shall document interim services as referrals that provides applicable testing, counseling, and treatment for HIV, tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment
Respondent will:
1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Screening and Assessment.
2. When documenting a CMBHS Substance Use Disorder screening, Respondent shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document Financial Eligibility in CMBHS as required in the HHSC SUD UM Guidelines.
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including TB, Hepatitis B and C, STI, HIV. If Client indicates risk for these communicable diseases, Respondent shall refer the Client to the appropriate community resources for further testing and counseling. If the Client is at risk for HIV, Respondent shall refer the Client to pre and post-test counseling on HIV.
5. Respondent will also consider referring the Client to the Statewide HIV Intensive Residential Treatment facility to concurrently address medical needs and SUD.
6. If a Client is living with HIV, Respondent will refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.
7. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the Client record within three (3) Service Days of admission or a Program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) business days preceding admission.

D. Treatment Planning, Implementation and Review

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Respondent shall use clinical judgment to assign a Projected length of stay for each individual Client.
3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed, if the following criteria are met:
   i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS.
   ii. All problems on the treatment plan have been addressed.

   Respondent shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
   i. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   ii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
   iii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Respondent's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics: (i) TB; (ii) HIV; Hepatitis B and C; (iii) STIs/Diseases; and (iv) health risks of tobacco and nicotine product use.
5. Provide Case Management which is essential to the ultimate success of the Client and shall be provided as needed and documented in CMBHS.
6. Ensure Client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for Clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Provide overdose prevention and reversal education to all Clients.
10. Specific overdose prevention activities shall be conducted with Clients with opioid use disorders and those Clients that use drugs intravenously. Respondent will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Respondent will document all overdose prevention and reversal education in CMBHS.
11. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
    ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
12. Utilize HHSC as the payer of last resort if the Client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION III: STAFF COMPETENCIES AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and HHSC SUD UM Guidelines.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for Personnel Practices and Development with TAC and HHSC SUD UM Guideline requirements.
5. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
    i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    ii. Trauma-informed care;
    iii. Cultural competency;

   iv. Harm reduction trainings;
   v. HIPAA and 42 CFR Part 2 training; and
   vi. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.

6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
7. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   i. Motivational Interviewing Techniques;
   ii. Cultural competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Trauma Informed Care; or
   vi. Suicide prevention and intervention.
8. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
9. Respondent shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing substance use disorder treatment.
10. Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have been trained in the education. All counselor interns shall work under the direct Supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Develop a policy and procedure and have them available for HHSC review on staff training to ensure that information is gathered from Clients in a respectful, non-threatening, and culturally competent manner.
13. For HIV Residential Respondent, all counseling staff will have one (1) year of experience working with persons living with HIV or the at-risk population.
   i. Specific training for direct care staff is required annually in harm, risk reduction, and overdose training.
   ii. The Registered Nurse (RN) Licensed Vocational Nurse (LVN), or Physician's Assistant must have at least two (2) years' experience working with persons living with HIV. All shifts will be staffed with either a LVN or RN.
   iii. Food service staff will include at least one (1) full time employee who has certification in food service management and the ability to plan and accommodate diets recommended for individuals served by Respondent Contract.

SECTION IV: LEVELS OF CARE / SERVICE TYPES:

A. OUTPATIENT TREATMENT SERVICES **(ASAM Level 1 Outpatient Services)**

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements and HHSC SUD UM Guidelines for outpatient treatment Programs / services.
2. Provide and document in CMBHS one (1) hour of group or individual counseling services for every six (6) hours of educational activities.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.

B. RESIDENTIAL TREATMENT SERVICES

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements and HHSC SUD UM Guidelines for residential treatment Programs/services.
2. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

SUPPORTIVE RESIDENTIAL (**ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**

Respondent will adhere to TAC applicable supportive services requirements.

INTENSIVE RESIDENTIAL (**ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**

Respondent will adhere to TAC applicable intensive services requirements.

HIV INTENSIVE RESIDENTIAL

Respondent will adhere to TAC applicable intensive services requirements.

In addition, Respondent will adhere to the following service requirements:

1. Work collaboratively with other community-based case management services to resolve admission barriers for Clients seeking treatment for SUD or medical care.
2. Provide and document medical monitoring and treatment of HIV and ensure the provision of expedited timely co-occurring needs and treatment for related conditions, addressing issues associated with antiviral drug resistance and adherence, symptoms associated with drug-induced side effects and prescribed prophylaxis for opportunistic infection(s).
3. Individual counselling and groups (including educational groups and other structured activities) will be documented in CMBHS and include goals for the Client to achieve and involve discussion and active learning situations. Required topics include but are not limited to the following:
   i. HIV disease management including medical adherence;
   ii. Nutrition;
   iii. Risk reduction, including the opportunity to address risk reduction in lifestyle specific settings;
   iv. Mental health;
   v. Relapse prevention;
   vi. Twelve (12)-step support; and
   vii. Life skills.

4. Provide directly or through referral, brief family intervention, support and educational groups, and associated family therapy designed to build support and resources for Clients in treatment.
5. Facilitate two (2) hours per month of HIV and Hepatitis C co-infection group counseling.
6. Provide and document a referral in CMBHS for psychiatric evaluations as needed and indicated.
7. Provide nursing care twenty-four (24) hours a day, seven (7) days a week.
8. Provide Client meals in accordance with recommended nutritional guidelines, specifically adjusted for persons living with HIV.
9. Maintain a clean Client living environment in accordance with Universal and Standard Precaution Guidelines prescribed by the Center for Disease Control and Prevention (CDC) including linen care, hand-washing habits, food areas, flooring, and air conditioning located at: https://www.cdc.gov/infectioncontrol/basics/standard-precautions.html.
10. Ensure access to recreational facilities and scheduled daily exercise/activity for all Clients capable of participation.
11. Conduct discharge planning and emphasize referrals to community resources for continued medical care and other support services.
12. Document a referral and referral follow-up prior to discharge to HIV medical care and community resources for ongoing support.
13. Complete and document in CMBHS a discharge follow-up sixty (60) business days after discharge from the treatment Program.

C. DETOXIFICATION SERVICES / WITHDRAWAL MANAGEMENT SERVICES

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements for detoxification / withdrawal management services.
2. Adhere to the HHSC SUD UM Guidelines for detoxification/withdrawal management services.
3. Adhere to the following additional service delivery requirements:
    i. Document in CMBHS a Withdrawal Management Intake Form.
    ii. Document in CMBHS a discharge plan prior to discharge or transfer.
    iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
    iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for HHSC review.

RESIDENTIAL WITHDRAWAL MANAGEMENT **(ASAM LEVEL 3.7 MEDICALLY MONITORED WITHDRAWAL MANAGEMENT)**

Respondent will adhere to TAC applicable residential detoxification/withdrawal services requirements.

AMBULATORY WITHDRAWAL MANAGEMENT **(ASAM LEVEL 2 WITHDRAWAL MANAGEMENT)**

Respondent will adhere to TAC applicable ambulatory services requirements. Ambulatory detoxification shall not be a stand-alone service. Respondents shall ensure the Client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

EXHIBIT I: TREATMENT FOR FEMALES (TRF) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

Respondent shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in the **Exhibit O, Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**, and ASAM criteria which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

1. Outpatient Treatment Services **(ASAM Level 1 Outpatient Services)**
2. Intensive Residential Treatment Services **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
3. Supportive Residential Treatment Services **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**
4. Women and Children's Intensive Residential Services **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
5. Women and Children's Supportive Residential Services **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**
6. Residential Detoxification Services **(ASAM Level 3.7 Medically Monitored Withdrawal Services)**
7. Ambulatory Detoxification Services **(ASAM Level 2 Withdrawal Management)**

TREATMENT FOR FEMALES (TRF) Program Target Population

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for HHSC-funded substance use disorder services as stated in the HHSC **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines.**

TREATMENT FOR WOMEN AND CHLDREN Program Target Population

Adult pregnant women and women with Dependent Children (including women whose children are in custody of the State) who meet *Client Eligibility* for HHSC-funded substance use disorder services as stated in the HHSC **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**.

Clients being admitted into Women and Children's treatment facilities must meet at least one (1) of the following criteria:

1. Be in the third trimester of her pregnancy; and/or
2. Have at least one (1) child physically residing overnight with her in the facility; and/or
3. Have a referral by Department of Family and Protective Services (DFPS).
   Note: DFPS will not allow at least one (1) child to initially reside overnight but DFPS plans to place the child in the facility within the first thirty (30) Service Days of treatment.

SECTION II: SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements

1. Adhere to the most current HHSC SUD UM Guidelines.
2. Provide services which are age appropriate medical and psychological therapeutic services designed to treat individual's SUD and restore functions while promoting Recovery.
3. Adhere to Level of Care/Service Type licensure requirements.
4. Comply with all applicable TAC rules adopted by HHSC related to SUD treatment.
5. Document all specified required activities and services in CMBHS. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
6. In addition to TAC and SUD UM required Policies and Procedures, Respondent shall develop and implement organizational policies and procedures for:
    i. a marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
    ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
    iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
    iv. All policies and procedures shall be provided to HHSC upon request.
7. Ensure that Program Directors participate in their specific Program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Respondent executive management may participate in the conference calls.
8. Actively attend with representative knowledge about Respondent's system and services the Outreach, Screening, Assessment, and Referrals (OSAR) Respondent's quarterly regional collaborative meetings.
9. Ensure compliance with *Client Eligibility* to include: Texas eligibility, Financial Eligibility and clinical eligibility as required in HHSC SUD UM Guidelines.
10. Document a Life Event Note in CMBHS upon active Client's delivery of newborn.
11. Respondent will develop a local agreement with DFPS local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Adhere to Memorandum of Understanding requirements as stated in the HHSC SUD UM Guidelines.
13. Maintain a list of community resources and document referrals when appropriate to ensure that children of the Client have access to services to address their needs and support healthy development including primary pediatric care, early childhood intervention services, substance use and misuse prevention services, and other therapeutic interventions that address the children's development needs and any issues of abuse and neglect.

B. Service Delivery

Respondent will:

1. Adhere to the *Priority Populations for Treatment Programs* as stated in the HHSC SUD UM Guidelines.

2. Maintain *Daily Capacity Management Report* in CMBHS as required in the HHSC SUD UM Guidelines.
3. Maintain a *Waiting List* to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
   i. Respondent that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
   ii. Respondent shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
   iii. Respondent shall offer directly or through referral interim services to wait-listed individuals.
   iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
   v. Develop a mechanism for maintaining contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within Priority Populations for Treatment Programs according to HHSC SUD UM guidelines:
   i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
   ii. When Respondent cannot admit a Client, who is at risk for dangerous withdrawal, Respondent shall ensure that an emergency medical care provider is notified.
   iii. Coordinate with an alternate provider for immediate admission.
   iv. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.
   v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
   vi. Adhere to Informed Consent Document for Opioid Use Disorder applicable to individual as stated in the HHSC SUD UM Guidelines.
   vii. When an individual is placed on the Wait List, Respondent shall document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), Tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment

Respondent will:

1. Comply with all applicable rules in the TAC for SUD programs as stated in the HHSC SUD UM Guidelines *Information, Rules, and Regulations* regarding Screening and Assessment.
2. When documenting a CMBHS Substance Use Disorder screening, Respondent shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.

3. Document Financial Eligibility in CMBHS as required in the HHSC SUD UM Guidelines
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including TB, Hepatitis B and C, STI, HIV.
    i. If Client indicates risk for these communicable diseases, Respondent shall refer the Client to the appropriate community resources for further testing and counseling.
    ii. If the Client is at risk for HIV, Respondent shall refer the Client to pre and post-test counseling on HIV.
5. If the Client is living with HIV, Respondent will refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.
6. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the Client record within three (3) Service Days of admission or a program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) calendar days preceding admission.

D. Treatment Planning, Implementation and Review

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay and treatment intensity. Respondent shall use clinical judgment to assign a Projected length of stay for each individual Client.
3. Document referral and referral follow-up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client’s treatment is considered successfully completed, the following criteria are met:
    i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and

ii. All problems on the treatment plan have been addressed.

Respondent shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.

4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
   i. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   ii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS through the Progress Note and Treatment Plan Review Components; and
   iii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

F. Additional Service Requirements

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Respondent's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics: (i) TB; (ii) HIV; (iii) Hepatitis B and C; (iv) STIs/Diseases; and (v) health risks of tobacco and nicotine product use.
5. Provide Case Management which is essential to the ultimate success of the Client and shall be provided as needed and documented in CMBHS.
6. Ensure Client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for Clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Provide overdose prevention education to all Clients.
10. Specific overdose prevention activities shall be conducted with Clients with opioid use disorders and those Clients that use drugs intravenously. Respondent will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Respondent will document all overdose prevention and reversal education in CMBHS.
11. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
    ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.

12. Provide and document in CMBHS case management activities as indicated by assessment and treatment plan.
13. Provide and document in CMBHS research-based education on the effects of Alcohol, Tobacco, and Other Drugs (ATOD) on the fetus.
14. Utilize an evidenced-based, trauma-informed curriculum in the treatment of women with substance use disorders.
15. Utilize HHSC as the payer of last resort if the Client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION III: STAFF COMPETENCIES AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and HHSC SUD UM Guidelines.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for Personnel Practices and Development with TAC and HHSC SUD UM Guideline requirements.
5. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
   i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
   ii. Trauma-informed care;
   iii. Cultural competency;
   iv. Harm reduction trainings;
   v. HIPAA and 42 CFR Part 2 training;
   vi. Alcohol, Tobacco and Other Drugs on the Developing Fetus;
   vii. Child welfare education, and
   viii. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.
6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
7. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   i. Motivational Interviewing Techniques;
   ii. Cultural competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Trauma Informed Care;
   vi. Substance exposed pregnancy (such as Fetal Alcohol Spectrum Disorder or Neonatal Abstinence Syndrome);
   vii. Child welfare education; or
   viii. Suicide prevention and intervention.
8. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.

9. Contractor shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post-QCC licensure experience providing substance use disorder treatment.
10. Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Contractor shall train staff and develop a policy to ensure that information gathered from Clients is conducted in a respectful, non-threatening, and culturally competent manner.
13. Contractor shall adapt services and accommodate persons as appropriate to meet the needs of special populations.
14. Contractor shall develop and implement a mechanism to ensure that all direct care staff have the knowledge, skills, and abilities to provide services to women and children, as they relate to the individual's job duties.
15. Contractor shall be able to demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to the needs of and provision of services to women and children.

SECTION IV: LEVELS OF CARE / SERVICE TYPES:

A. OUTPATIENT TREATMENT SERVICES **(ASAM Level 1 Outpatient Services)**

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements and HHSC SUD UM Guidelines for outpatient treatment Programs / services.
2. Provide and document in CMBHS one (1) hour of group or individual counseling services for every six (6) hours of educational activities.
3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.
4. When the assessment indicates placement in HHSC -funded Women and Children Intensive or Supportive Residential services but there are no available beds, Respondent shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
5. As part of the education hours, Respondent will provide and document in CMBHS:
    i. A minimum of one (1) hour per week (one (1) hour per month for Clients who have been transferred to outpatient after successfully completing a residential level of care) of evidence-based parenting education and document these services; and

ii. A minimum of six (6) hours (two (2) hours for Clients who have been transferred to outpatient after successfully completing a residential level of care) of reproductive health education prior to discharge and document these services.

6. Provide and document in CMBHS research-based education on the effects of ATOD on the fetus.

B. RESIDENTIAL TREATMENT SERVICES

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements and HHSC SUD UM Guidelines for residential treatment Programs/services.
2. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the residential treatment services.

SUPPORTIVE RESIDENTIAL **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**

Respondents will adhere to the following service requirements:

1. Adhere to TAC and HHSC SUD UM Guidelines applicable to supportive services requirements.
2. When the assessment indicates placement in HHSC -funded Women and Children Intensive or Supportive Residential services but there are no available beds, Contractor shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
3. As part of education hours, Respondent will provide:
   i. A minimum of one (1) hour per week of evidenced-based parenting education; and
   ii. A minimum of two (2) hours of reproductive health education within thirty (30) Service Days of admission.

SUPPORTIVE RESIDENTIAL FOR WOMEN AND CHLDREN

Respondents will adhere to the following service requirements:

1. Adhere to TAC and HHSC SUD UM Guidelines applicable to supportive services requirements.
2. In addition, adhere to TAC requirements applicable to Treatment Services for Women and Children.
3. As part of education hours, Respondent will provide and document in CMBHS:
   i. A minimum of two (2) hours per week of evidence-based parenting education and document these services;
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) service days of admission and document these services; and
   iii. At minimum, evidenced-based education on the effects of ATOD during pregnancy.

INTENSIVE RESIDENTIAL **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**

Respondents will adhere to the following service requirements:

1. Adhere to TAC and HHSC SUD UM Guidelines applicable to intensive services requirements.
2. When the assessment indicates placement in HHSC -funded Women and Children Intensive or Supportive Residential services but there are no available beds, Respondent shall provide coordinated interim care until a Women and Children Intensive or Supportive Residential bed becomes available. A pregnant Client, if she chooses and is appropriate for this service type, shall be transferred to Women and Children Intensive and Supportive Residential services no later than the eighth month of pregnancy in order to provide sufficient time to adjust to the changes prior to delivery of her child.
3. As part of education hours, Respondent will provide and document in CMBHS:
   i. A minimum of two (2) hours per week of evidenced-based parenting education; and
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission.

INTENSIVE RESIDENTIAL FOR WOMEN AND CHLDREN

Respondent will adhere to the following service requirements:

1. Adhere to TAC and HHSC SUD UM Guidelines applicable to intensive services requirements.
2. Adhere to TAC requirements applicable to Treatment Services for Women and Children.
3. As part of education hours, Respondent will provide:
   i. A minimum of two (2) hours per week of evidence-based parenting education and document these services; and
   ii. A minimum of six (6) hours of reproductive health education within thirty (30) Service Days of admission and document these services.

C. DETOXIFICATION SERVICES/WITHDRAWAL MANAGEMENT TREATMENT SERVICES

Respondent will adhere to the following service requirements:

1. Adhere to TAC requirements for detoxification services.
2. Adhere to the HHSC SUD UM Guidelines for detoxification services.
3. Adhere to the following additional service delivery requirements:
   i. Document in CMBHS a Withdrawal Management Intake Form.
   ii. Document in CMBHS a discharge plan prior to discharge or transfer.
   iii. Document in CMBHS a discharge follow-up no more than ten (10) calendar days after discharge from withdrawal management services.
   iv. Develop and Implement Policies, Procedures, and Medical Protocols to ensure Client placement into the appropriate level of withdrawal management services in accordance with national guidelines, peer-reviewed literature, and best practices and have available for HHSC review.

RESIDENTIAL DETOXIFICATION / WITHDRAWAL MANAGEMENT
(ASAM LEVEL 3.7 MEDICALLY MONITORED WITHDRAWAL MANAGEMENT)

Respondent will adhere to TAC applicable residential detoxification/withdrawal services requirements.

AMBULATORY WITHDRAWAL MANAGEMENT
(ASAM LEVEL 2 WITHDRAWAL MANAGEMENT)

Respondent will adhere to TAC applicable ambulatory services requirements. Ambulatory detoxification shall not be a stand-alone service. Respondents shall ensure the Client is simultaneously admitted to a substance use disorder treatment service while admitted to ambulatory detoxification services.

EXHIBIT J: TREATMENT FOR YOUTH (TRY) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

Respondent shall provide Substance Use Disorder Treatment Services for one (1) or more of the following service types/levels of care. The below service types/levels of care are based on Texas Administrative Code (TAC) requirements, as referenced in **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**, and ASAM criteria which is a collection of objective guidelines that give clinicians a standardized approach to admission and treatment planning.

1. Outpatient Treatment Services **(ASAM Level 1 Outpatient Services)**
2. Intensive Residential Treatment Services **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
3. Supportive Residential Treatment Services **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**

TREATMENT FOR YOUTH (TRY) Program Target Population

Youth Texas residents who meet *Client Eligibility* for HHSC-funded, **Exhibit O, HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines**.

SECTION II: SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements
   1. Adhere to the most current HHSC SUD UM Guidelines.
   2. Provide services which are age appropriate medical and psychological therapeutic services designed to treat individual's SUD and restore functions while promoting Recovery.
   3. Adhere to Level of Care/Service Type licensure requirements.
   4. Comply with all applicable TAC rules adopted by the HHSC related to SUD treatment.
   5. Document all specified required activities and services in CMBHS. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
   6. In addition to TAC and HHSC SUD UM Guidelines required Policies and Procedures, Respondent shall develop and implement organizational policies and procedures for the following:
      i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of SUD treatment and the Client Eligibility criteria for admissions;
      ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
      iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
      iv. All policies and procedures shall be provided to HHSC upon request.
   7. Ensure that Program Directors participate in their specific Program and service type conference calls as scheduled by HHSC. Program Directors shall participate unless otherwise agreed to by HHSC in writing. Respondent executive management may participate in the conference calls.

8. Actively attend with representative knowledge about Respondent's system and services the Outreach, Screening, Assessment, and Referrals (OSAR) Respondent's quarterly regional collaborative meetings.
9. Adhere to adolescent Program and Adult Program requirements and provisions as provided in the HHSC SUD UM Guidelines.
10. Ensure compliance with *Client Eligibility* to include: Texas eligibility, Financial Eligibility and clinical eligibility as required in HHSC SUD UM Guidelines.
11. Respondent will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Adhere to Memorandum of Understanding requirements as stated in the HHSC SUD UM Guidelines.

B. Service Delivery

Respondent will:

1. Adhere to the Priority Populations for Treatment Programs as stated in the HHSC SUD UM Guidelines.
2. Maintain Daily Capacity Management Report in CMBHS as required in the HHSC SUD UM Guidelines.
3. Maintain a waiting list to track all eligible individuals who have been screened but cannot be admitted to SUD treatment immediately.
    i. Respondent that has an individual identified as a federal and State priority population on the waiting list shall confirm this in the Daily Capacity Management Report.
    ii. Respondent shall arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
    iii. Respondent shall offer directly or through referral interim services to wait-listed individuals.
    iv. Establish a wait list that includes priority populations and interim services while awaiting admission to treatment services.
    v. Develop a mechanism for maintaining contact with individuals awaiting admission.
4. If unable to provide admissions to individuals within these Priority Populations for Treatment Programs according to HHSC SUD UM Guidelines:
    i. Implement written procedures that address maintaining weekly contact with individuals waiting for admissions as well as what referrals are made when a Client cannot be admitted for services immediately.
    ii. When Respondent cannot admit a Client, who is at risk for dangerous withdrawal, Respondent shall ensure that an emergency medical care provider is notified.
    iii. Coordinate with an alternate provider for immediate admission;
    iv. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.

v. Provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
vi. Adhere to Informed Consent Document for Opioid Use Disorder applicable to individual as stated in the HHSC SUD UM Guidelines.
vii. When an individual is placed on a waiting list, Respondent shall document interim services as referrals that provides applicable testing, counseling, and treatment for Human Immunodeficiency Virus (HIV), tuberculosis (TB) and sexually transmitted infections (STIs).

C. Screening and Assessment
Respondent will:
1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Screening and Assessment.
2. When documenting a CMBHS SUD screening, Respondent shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
3. Document Financial Eligibility in CMBHS as required in the HHSC SUD UM Guidelines.
4. Conduct and document a CMBHS SUD Initial Assessment with the Client to determine the appropriate levels of care for SUD treatment. The CMBHS assessment will identify the impact of substances on the physical, mental health, and other identified issues including Tuberculosis, Hepatitis B and C, sexually transmitted infection (STI), Human Immunodeficiency Virus (HIV).
   i. If Client indicates risk for these communicable diseases, Respondent shall refer the Client to the appropriate community resources for further testing and counseling.
   ii. If the Client is at risk for HIV, Respondent shall refer the Client to pre and post-test counseling on HIV.
5. If the Client is living with HIV, Respondent will refer the Client to the appropriate community resources to complete the necessary referrals and health related paperwork.
6. The assessment shall be signed by a Qualified Credential Counselor (QCC) and filed in the Client record within three (3) Service Days of admission or a Program may accept an evaluation from an outside entity if it meets the criteria for admission and was completed during the thirty (30) calendar days preceding admission.

D. Treatment Planning, Implementation and Review
Respondent will:
1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Treatment Planning, Implementation, and Review.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The

treatment plan shall document the expected length of stay and treatment intensity. Respondent shall use clinical judgment to assign a Projected length of stay for each individual Client.

3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual need of the Client.

E. Discharge

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations regarding Discharge.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining Recovery.
3. Document in CMBHS the Client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the Client record. A Client's treatment is considered successfully completed, if the following criteria are met:
    i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS; and
    ii. All problems on the treatment plan have been addressed.

    Respondent shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
4. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge:
    i. Problems that have been "referred" shall have associated documented referrals in CMBHS;
    ii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
    iii. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

Respondent will:

1. Comply with all applicable rules in the TAC for SUD Programs as stated in the HHSC SUD UM Guidelines Information, Rules, and Regulations.
2. Deliver and provide access to services at times and locations that meet the needs of the target population. Provide or arrange for transportation to all required services not provided at Respondent's facility.
3. Accept referrals from the OSAR.
4. Provide evidenced-based education at minimum on the following topics: (i) Tuberculosis; (ii) HIV; (iii) Hepatitis B and C; (iv) Sexually Transmitted Infections/Diseases; and (v) health risks of tobacco and nicotine product use.
5. Provide Case Management which is essential to the ultimate success of the Client and shall be provided as needed and documented in CMBHS.

6. Ensure Client access to the full continuum of treatment services and shall provide sufficient treatment intensity to achieve treatment plan goals.
7. Provide all services in a culturally, linguistically, non-threatening, respectful and developmentally appropriate manner for Clients, families, and/or significant others.
8. Provide trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.
9. Ensure that Participants have the right to define their "families" broadly to include biological relatives, significant others, and be included in the SUD treatment process; Family counseling, Family Group, etc., of the Family Support Network group of components of the curriculum.
10. Ensure that Participant and family are referred to community support services.
11. Provide overdose prevention education to all Clients.
12. Specific overdose prevention activities shall be conducted with Clients with opioid use disorders and those Clients that use drugs intravenously. Respondent will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Respondent will document all overdose prevention and reversal education in CMBHS.
13. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
    ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
    iii. Obtain parental consent, if applicable, to refer Client for tobacco cessation materials.
14. Utilize HHSC as the payer of last resort if the Client has other/outside funding available (i.e., wages, insurance, etc.).

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work and HHSC SUD UM Guidelines.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. Ensure compliance for Personnel Practices and Development with TAC and HHSC SUD UM Guideline requirements.
5. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
    i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
    ii. Trauma-informed care;
    iii. Cultural competency;
    iv. Harm reduction trainings;
    v. HIPAA and 42 CFR Part 2 training; and
    vi. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website: www.centralizedtraining.com.

6. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
7. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   i. Motivational Interviewing Techniques;
   ii. Cultural competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Trauma Informed Care; or
   vi. Suicide prevention and intervention.
8. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
9. Respondent shall have a clinical Program Director known as a "Program Director" with at least two (2) years of post- QCC licensure experience providing SUD treatment.
10. SUD counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. SUD education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
11. Licensed Chemical Dependency Counselors shall recognize the limitations of their licensee's ability and shall not provide services outside the licensee's scope of practice of licensure or use techniques that exceed the person's license authorization or professional competence.
12. Develop a policy and procedure and have them available for HHSC review on staff training to ensure that information is gathered from Clients in a respectful, non-threatening, and culturally competent manner.
13. Adapt services and accommodate persons as appropriate to meet the needs of special populations.
14. Adhere to TAC requirement related to Additional Requirements for Adolescent Programs regarding direct care staff knowledge, skills, and abilities.
15. Ensure direct care staff in adolescent Programs have the knowledge, skills and abilities to provide services to adolescents, as they relate to the individual's job duties.
16. Demonstrate through documented training, credentials and/or experience that all direct care staff are proficient in areas pertaining to adolescent services, including but not limited to areas regarding: substance use, misuse and substance use disorder treatment specific to adolescent treatment; appropriate treatment strategies, including family engagement strategies; and emotional, developmental, and mental health issues for adolescents.
17. Choose and implement with fidelity one (1) of the following evidence-based models:
    i. Cannabis Youth Treatment Series (CYT); or
    ii. Seeking Safety Treatment Series; or
    iii. The Seven Challenges; or
    iv. Respondent may choose to use additional models, practices, or curricula that are evidence-based and approved in writing by HHSC.

SECTION IV: LEVELS OF CARE/SERVICE TYPES:

A. OUTPATIENT TREATMENT SERVICES **(ASAM Level 1 Outpatient Services)**
   Respondent will adhere to the following service requirements:
   1. Adhere to TAC requirements and HHSC SUD UM Guidelines for outpatient treatment services.
   2. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
   3. Document in CMBHS a discharge follow-up sixty (60) calendar days after discharge from the outpatient treatment services.

B. RESIDENTIAL TREATMENT SERVICES
   Respondent will adhere to the following service requirements:
   1. Adhere to TAC requirements and HHSC SUD UM Guidelines for residential services.
   2. Adhere with all applicable rules in the TAC Additional Requirements for Adolescent Programs.
   3. Document a discharge follow-up sixty (60) calendar day after discharge from the residential treatment services in CMBHS.
   4. Facilitate regular communication between an adolescent Client and the Client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the Client record.
   5. Develop and implement written Policy and Procedures addressing notification of Parents or guardians in the event an adolescent leaves a residential Program without authorization and have available for HHSC review.
   6. For pregnant and parenting Clients, Respondent shall address the needs of Parents on the treatment plan either directly or through referral including but not limited to the following:
      i. Gender-specific parenting education;
      ii. Reproductive health education and pregnancy planning;
      iii. DFPS coordination;
      iv. Family violence and safety;
      v. Fetal and child development;
      vi. Current infant and child safety guidelines;
      vii. Financial resource needs; and
      viii. And any other needs of the Client's children.

SUPPORTIVE RESIDENTIAL **(ASAM Level 3.1 Clinically Managed Low-Intensity Residential Services)**
Respondent will adhere to TAC applicable supportive services requirements.

RESIDENTIAL TREATMENT SERVICES **(ASAM Level 3.5 Clinically Managed High-Intensity Residential Services)**
Respondent will adhere to TAC applicable intensive services requirements.

EXHIBIT K: CO-OCCURRING PSYCHIATRIC AND SUBSTANCE USE DISORDERS (COPSD) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE:

To provide Adjunct Services to Clients with co-occurring psychiatric and substance use disorders (COPSD), emphasizing integrated treatment where both mental health needs and substance use disorders.

TARGET POPULATION

Texas residents who meet *Client Eligibility* criteria for HHSC-funded services as stated in the HHSC Substance Use Disorder (SUD) Utilization Management (UM) Guidelines, **Exhibit O**.

SECTION II: SERVICE REQUIREMENTS:

Respondent will

A. Administrative Requirements

1. Comply with all applicable Texas Administrative Code (TAC) rules adopted by the HHSC related to SUD treatment.
2. Document all specified required activities and services in CMBHS. Documents that require Client or staff signature shall be maintained according to TAC requirements and made available to HHSC for review upon request.
3. Provide services which are age appropriate medical and psychological therapeutic services designed to treat individual's substance use disorder and promote Recovery.
4. In addition to TAC and HHSC SUD UM Guidelines required Policies and Procedures, Respondent shall develop and implement organizational policies and procedures for the following:
   i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of substance use disorder treatment, mental health services, and the Client Eligibility criteria for admissions;
   ii. All marketing materials published shall include Priority Populations for Treatment Programs admissions;
   iii. Client Retention in services, including protocols for addressing Clients absent from treatment and policies defining treatment non-compliance; and
   iv. All policies and procedures shall be provided to HHSC upon request.
5. Respondent may provide services in Respondent's facility, at the Client's home, or other locations where confidentiality can be maintained.
6. Respondent shall ensure that services are provided in addition to, and not as a replacement for other services.
7. Respondent's COPSD specialist-to-Client ratios shall not exceed 1:20.
8. Respondent shall bill only hours that Respondent's COPSD specialist spends in face-to-face, one-on-one counseling or case management sessions with a Client and shall not bill for more than three (3) hours per day, per Client.
9. Actively attend with representative knowledge about Respondent's system and services the Outreach, Screening, Assessment, and Referrals (OSAR) Respondent's quarterly regional collaborative meetings.
10. Ensure compliance with Client Eligibility to include: Texas eligibility, Financial Eligibility and clinical eligibility as required in HHSC SUD UM Guidelines.
11. Respondent will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.

12. Adhere to Memorandum of Understanding requirements as stated in the HHSC SUD UM Guidelines. In addition, when there are multiple HHSC-funded COPSD Respondents in the same Region, Respondent shall maintain MOUs with the other COPSD Respondents to ensure that COPSD services are available to all Clients of HHSC-funded mental health and SUD treatment providers. HHSC will provide all HHSC funded COPSD providers.

B. Service Delivery

1. Ensure that services to Adult and youth Clients, as defined as the HHSC SUD UM Guidelines, are age-appropriate and are provided by staff within their scope of practice.
2. Provide all services in a culturally, linguistically, and developmentally appropriate manner for Clients, families, and/or significant others.
3. Develop a policy and procedure and have them available for HHSC review on staff training to ensure that information is gathered from Clients in a respectful, non-threatening, and culturally competent manner.
4. Determine the Client's initial and ongoing eligibility for service, but not exclude Clients based on any of the following:
   i. The Client's past or present mental health need;
   ii. The medications prescribed and or used by the Client in the past or present;
   iii. The presumption of the Client's inability to benefit from treatment; or
   iv. The Client's level of success in prior mental health or substance use disorder treatment episodes.
5. Ensure that a Client's refusal of a particular service does not preclude the Client from having access to other needed mental health or SUD treatment services. In addition to Motivational Interviewing (MI), Respondent may use other evidence-based practices to enhance Client engagement.
6. Conduct and document a full substance use disorder and mental health assessment (separate or integrated) within three (3) individual Service Days of admission to services unless completed prior to admission. If the assessment identifies a potential mental health or substance use disorder problem, Respondent shall offer the Client appropriate mental health and/or substance use disorder services either internally or through referral. Mental health services shall be provided by a facility or qualified person authorized to provide such services.
7. Document in CMBHS on the Client's treatment plan both mental health problems and SUD problems with a goal, objectives and strategies documented for each problem.
8. Collaboratively work together with the Client to develop and implement a treatment plan that identifies services to be provided and includes measurable outcomes. The treatment plan shall document and shall identify if any family members' need for education and support services related to the Client's co-occurring mental illness and substance use disorder.
9. Ensure access to the education and support services as needed.
10. Provide a copy of the treatment plan upon its completion to the Client.
11. Document in CMBHS the treatment plan within five (5) Service Days of admission.
12. At a minimum, Respondent shall conduct a treatment plan review every three (3) months.

13. Provide and document in CMBHS services that assist in Client stabilization, including Motivational Interviewing, referrals, case management and other counseling as indicated by the treatment plan based on the clinical assessment. Respondent shall address both psychiatric and substance use disorders simultaneously and assist Clients in obtaining available services they need and choose, including self-help groups. Services shall be provided within established practice guidelines for this population.
14. Provide individual counseling and case management as indicated below:
    i. Individual Counseling comprises counseling methods from qualified staff that assist Clients in processing feelings in the area of gaining access to and remaining engaged in substance use disorder or mental health services or obtaining access to both.
    ii. Case Management comprises services that assist and support the Client in developing skills to gain access to needed medical, social, educational, and other services essential to meeting basic human needs.
15. Provide a minimum of one (1) hour per week of documented service in CMBHS to each Client.
16. In those instances where the Client is receiving multiple services from various other providers in the community, Respondent shall make reasonable efforts to collaborate with these providers to avoid duplication of services specifically from the mental health and substance use disorder fields.
17. Adhere to Texas Administrative Code, regarding Client Rights including Client Bill of Rights, Client Grievances, and Abuse, Neglect, and Exploitation.
18. Provide overdose prevention and reversal education to all Clients.
19. Specific overdose prevention activities shall be conducted with Clients with opioid use disorders and those Clients that use drugs intravenously. Respondent will directly provide or refer to community support services for overdose prevention and reversal education to all identified at risk Clients prior to discharge. Respondent will document all overdose prevention and reversal education in CMBHS.
20. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
    i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
    ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
21. Document the Client-specific information that supports the reason for discharge listed on the discharge report. A Qualified Credentialed Counselor (QCC) shall sign the discharge summary. A Client's treatment is considered successfully completed, if both of the following criteria are met:
    i. Client has completed the clinically recommended number of treatment units (either initially Projected or modified with clinical justification) as indicated in CMBHS.
    ii. All problems on the treatment plan have been addressed. Respondent shall use the Treatment Plan component of CMBHS to create a final and completed treatment plan version.
        (1) Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to successful discharge.

(2) Problems that have been "referred" shall have associated documented referrals in CMBHS.

(3) Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

(4) "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

22. Document in CMBHS a Referral and Referral Follow-up.
23. Respondent shall report the Daily Capacity Management Report Monday through Friday in (CMBHS) by 11:00 a.m. Central Time. For example: Monday's daily attendance may be reported on Tuesday and Friday's attendance may be reported on the following Monday.
24. Respondent will adhere to Wait List requirements. The Waiting List is for individuals who cannot entered services within one (1) week of request.
    i. Upon determining the appropriate level of care, Respondent will make a waiting list entry in CMBHS that details the service type the individual is waiting for and the priority population designation of the individual.
    ii. Arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
    iii. Have a written policy on waiting list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.
    iv. Ensure eligible individuals who cannot be admitted within one (1) week of requesting services must be placed on the CMBHS waiting list.
    v. Upon admission, treatment Respondent will close the waiting list entry, indicating the date of admission as the waiting list end date.
    vi. Ensure, either directly or through referral, that individuals waiting for admission receive interim services as required by SAMHSA Block Grant requirements.
    vii. Document weekly contact with all individuals on its waiting list
    viii. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) or HHSC Program Specialist for assistance to ensure immediate admission to priority populations other appropriate services and proper coordination when appropriate.

SECTION III: STAFF COMPETENCY AND REQUIREMENTS:

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client rights, health, safety, and welfare.
2. All COPSD staff shall have at minimum two (2) hours of training annually on working with persons with the target population.

3. Respondent shall ensure that all COPSD staff have access to additional training annually that allows staff to maintain up-to-date competencies through governing or supervisory boards for the respective disciplines. Additional training can be found at National Association for Alcoholism and Drug Abuse Counselors (NAADAC) website. https://www.naadac.org/education
4. Respondent shall ensure that all direct care staff receive a copy of the service requirements within this Statement of Work.
5. Individuals responsible for planning, directing, or supervising treatment services shall be QCCs.
6. Respondent shall have a clinical Program Director known as "Program Director" with at least two (2) years of post- QCC licensure experience providing substance use disorder treatment. Substance use disorder counseling shall be provided by a QCC. All counselor interns shall work under the direct Supervision of a QCC.
7. Within ninety (90) days of hire and prior to providing service delivery, clinical staff shall have specific documented training in the following:
   i. Motivational Enhancement Therapy or Motivational Interviewing Techniques;
   ii. Trauma Informed Care;
   iii. Cultural Competency;
   iv. State of Texas co-occurring psychiatric and substance use disorder (COPSD) training located at the following website https://centralizedtraining.com/
8. Licensed Chemical Dependency Counselors shall recognize the limitations of the licensee's ability and shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional competence.
9. Individual counseling shall be provided by a Licensed Practitioner of the Healing Arts or a QCC. A QCC shall practice within their scope of practice. As outlined in the 25 TAC Chapter 140, Subchapter I §140.400.
10. Ensure that a Licensed Professional Counselor Intern (LPC-I), Licensed Marriage and Family Therapist Associate (LMFT-A) and Licensed Master Social Worker (LMSW) intending to obtain their LCSW (Licensed Clinical Social Worker) in the State of Texas, may provide a mental health diagnosis and COPSD mental health counseling as long as the following criteria is met:
    i. Confirmation that LPC-I, LMFT-A and LMSW are registered with each of the respective licensing boards with a board-approved supervisor and will ensure that LPC-I, LMFT-A and LMSW are under Supervision when providing counseling under the Contract.
    ii. An LPC-I may provide individual COPSD counseling services. Refer to 22 TAC, Chapter 681, Subchapter B.
    iii. A LMSW may practice clinical social work in an agency employment setting under clinical Supervision, under a board-approved Supervision plan, or under Contract with an agency when under a board-approved clinical Supervision plan. The LMSW under a board Supervision plan may provide individual COPSD counseling services under the Contract. Refer to 22 TAC, Chapter 781.
    iv. An LMFT-A may provide individual COPSD counseling services. Refer to 22 TAC, §801.42.

11. Case Management shall be provided face-to-face and one-on-one by:
    ii. An individual who has been credentialed by the LMHA as a QMHP; or,
    iii. An individual who:
        (1) has a bachelor's degree from an accredited college or university with a major in psychology, social work, medicine, nursing, rehabilitation, counseling, sociology, human growth and development, physician assistant, gerontology, special education, educational psychology, early childhood education, or early childhood intervention, or
        (2) is a registered nurse.
12. Respondent shall train COPSD staff responsible for providing direct services using Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocol (TIP) – Comprehensive Case Management to as a guideline. https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215
13. Respondent shall develop a post-training test and provide certificates of completion, both of which will confirm that COPSD staff demonstrate competency in the following areas:
    i. Knowledge of the location and types of local community resources;
    ii. Making referrals in the community in which the Client resides;
    iii. Development of Person-centered treatment plans;
    iv. Discharge planning;
    v. Documentation of service delivery; and
    vi. Ensuring services are culturally, linguistically, and developmentally appropriate.

EXHIBIT L: YOUTH RECOVERY COMMUNITIES (YRC) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

To support and increase the prevalence of Long-Term Recovery from substance use disorders (SUD) for youth between the ages of thirteen (13) – twentyone (21) years by mobilizing community organizations who will utilize a Peer Recovery Leader workforce. The community-based youth Recovery community will establish effective linkages between other community-based organizations and Recovery support organizations, SUD treatment Programs, and other sources of support within the community who will support youth's efforts to initiate and sustain their Recovery.

TARGET POPULATION

Youth ages thirteen (13) – twentyone (21) with a history of SUD, including those with co-occurring mental health disorders, who are in or seeking Recovery, along with their family members, significant others, and/or supportive allies. This population includes youth who have not received SUD treatment but who are seeking Recovery through the Peer Recovery Model.

SECTION II: SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements

1. Document all specified activities and services in the CMBHS system as directed by HHSC in accordance with the Contract and instructions provided through HHSC training, unless otherwise noted.
   i. When a Participant enters the Program, Respondent shall complete the Client profile and open a case in CMBHS for that Participant. Participants shall be oriented to the rules and regulations of the Youth Recovery Communities (YRC) upon entering the Program.
   ii. Screen Participants for substance use and mental health issues using the CMBHS screening unless the Participant is entering Recovery services immediately upon successful discharge from SUD treatment and Respondent has access in CMBHS to the Participant's treatment screening.
   iii. Complete the Case Management assessment in CMBHS for each Participant unless the Participant is entering Recovery services immediately upon successful discharge from SUD treatment and Respondent has access in CMBHS to the Participant's treatment assessment.
   iv. Work with the Participant to develop a Recovery service plan in CMBHS that address needs identified in the assessment.
2. Adhere to all guidelines provided by HHSC and HHSC-funded evaluation Respondent for Recovery Support Services (RSS).
3. Development and Implementation of Policies and Procedures to ensure, Respondent, their staff, and volunteers are specifically prohibited of the following acts:
   i. Under the influence or impaired by the use of alcohol, or mood altering substances, including prescription medications not used in accordance with a physician's order while performing any job duties or having any interaction with Participants, family members, or supportive allies;
   ii. illegal, unprofessional or unethical acts (including acts constituting abuse, neglect, or exploitation);

   iii. assisting or knowingly allow another person to commit an illegal, unprofessional, or unethical act;
   iv. falsifying, altering, destroying, or omitting significant information from required reports, records, or interfering with their preservation;
   v. retaliation against anyone who reports a violation of these prohibitions, or who cooperates during a review, inspection, investigation, hearing, or other related activity;
   vi. interfering with HHSC reviews, inspections, investigations, hearings, or related activities, which includes taking action to discourage or prevent someone else from cooperating with the activity;
   vii. entering into a personal or business relationship of any type with a Participant, family members, or supportive allies;
   viii. intimidating, harassing, or retaliating against Participants who try to exercise their rights or make a complaint;
   ix. allowing unqualified persons or entities to provide services;
   x. hiring or using known sex offenders in a RSS Program;
   xi. Take immediate action to prevent or stop any abuse, neglect, or exploitation, and provide apropriate care.
   xii. Respondent or any staff member who receives an allegation or has reason to suspect that a Participant, family member, or supportive ally has been, is, or will be abused, neglected, or exploited by any person shall immediately inform HHSC Consumer Services and Rights Protection.
   xiii. Respondent or Respondent's staff member shall also report allegations of abuse or neglect of a child, elderly, or disabled individual to DFPS.
   xiv. Not retaliate against Participants who exercise their rights or file a complaint.
   xv. Not restrict, discourage, or interfere with Participant communication with HHSC staff or any entity the Participant chooses to communicate.
4. Ensure that all Program Directors participate in programmatic conference calls as scheduled by HHSC. Respondent's executive management may participate in the conference calls, but Program Directors shall participate in unless otherwise agreed to by HHSC in writing.
5. Ensure the following Recovery Oriented Values and Principles in their organization:
   i. Choice and Self Determination:
      (1) Provide Participants the opportunity to select from a menu of supports and services that correspond with their personal interests and Recovery goals.
      (2) Provide Participants the opportunity to revise their selections as needed to reflect their evolving personal interests and Recovery goals.
      (3) Ensure Recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.
   ii. Community Integration:
      (1) Provide Participants the opportunity to be involved in community activities and receive support related to community
      (2) Work with Participants to identify and connect with a broad spectrum of community-based resources and supports that will

assist in achieving their goals and rebuilding their lives within their community.

iii. Peer Culture:
Offer an array of Recovery Support Services that involve direct-assistance to establish and maintain Recovery through the use of peer-support and peer-leadership in the following ways:
(1) Hiring Peer Recovery Leaders;
(2) Mobilizing peer volunteers;
(3) Forming a peer advisory council;
(4) Providing peer support groups; and
(5) Other peer-run activities required by HHSC.

iv. Family Inclusion:
(1) Ensure that Participants have the right to define their "families" broadly to include biological relatives, significant others, and/or supportive allies.
(2) Ensure that Participant receives Recovery Support Services and shall ensure family members and supportive allies are invited to participate in Recovery planning and offered education and support.

v. Continuity of Care:
Ensure Recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.

vi. Partnership-Consultant Relationships:
Ensure Participants direct their own Recovery through collaborative relationships and develop a Recovery plan.

vii. Culturally and Linguistically Competent:
(1) Provide services in a culturally, linguistically, and developmentally appropriate manner for Participants, family members, and/or supportive allies.
(2) Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.

6. Provide a wide array of non-clinical services and supports that helps individuals to initiate and sustain their Recovery using the following types of Recovery supports: Emotional, Informational, Instrumental, and Affilliational. These services and supports shall include social events and activities (i.e. Recovery support groups, family support groups, alcohol and drug free dances, organized sport events, therapeutic outdoor activities, community Projects, or dinners that promote prosocial behaviors).
7. Maintain all documents that require Participant, staff, or volunteer signature in the individual's physical record for HHSC review.
8. Develop and maintain the written policies and procedures on file and available for HHSC, to include:
   i. For all employees and volunteers who perform YRC activities, who work directly or indirectly with Participants, family members, and supportive allies.

ii. To address Participant safety and ensure all activities with Participants, family members, and supportive allies are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.

iii. For purchasing and supplying Participants access to transportation (ie, bus passes).

iv. If Respondent allows the use of Respondents' vehicle(s) or staff's personal vehicle to transport Participants, family members, or supportive allies to services, it shall adopt transportation procedures that include the following:

  (1) Vehicle(s) used to transport a Participant, family member, or supportive ally to referral services shall have appropriate insurance coverage for business or staff's personal coverage with a current safety inspection sticker and license registration;

  (2) Vehicle(s) used to transport Participants, family members or supportive allies to referral services shall be maintained in safe driving condition;

  (3) Drivers shall have a valid driver's license; and

  (4) Use of tobacco products is prohibited in any and all vehicles for the purpose of transporting Participant, family members, or supportive allies to referral services.

v. Describes the process of referring Participants that continue to use substances to SUD treatment when needed.

vi. Refer Participants to SUD and/or mental health services if and when appropriate. The policy shall also describe how Respondent will continue to engage Participants during treatment and also upon treatment completion.

vii. Define Client engagement and the circumstances under which Respondent will close a Participant's case in CMBHS. This policy should describe at minimum the following:

  (1) Program non-compliance and the circumstances under which a Participant's case may be closed involuntarily;

  (2) Participant criteria to become a Peer Recovery Leader. Upon becoming a Peer Recovery Leader, Respondent shall close the Participant case in CMBHS, although the former Participant may continue to attend services at the YRC; and

  (3) Participant criteria to voluntarily end services in a way that allows Respondent to report "Program completion" to interested Parties (Parents, probation officers, etc.)

  (4) Address Participant behavior designed to protect their health, safety, and welfare.

viii. Participant behavior rules shall:

  (1) Explain consequences for violating Program rules;

  (2) Ensure consequences are reasonable; and

  (3) Be defined in writing and include clear identification of violations that may result in discharge.

ix. Participant behavior rules shall not permit:

  (1) Physical consequences or measures involving the denial of food, water, sleep, or bathroom privileges; or

(2) Discipline that is authorized, supervised, or carried out by Participants.

(3) Inform every Participant, family member, or supportive ally at the time of admission, verbally, and in writing, of Respondent's Program rules and consequences for violating the rules.

(4) Enforce the rules fairly and objectively and shall not implement consequences if any for the convenience of staff.

9. Report information fairly, professionally, and accurately when providing Recovery services, documenting services and contacts, and when communicating with other professionals, HHSC staff, and community-based organizations.
10. Post the days and hours of operation at all building sites and entrances.
11. Provide YRC services at least five (5) days-per-week.
12. Ensure services are available during weekend hours and that emergency support is available after-hours via telephone support by YRC staff or peer Recovery leaders.
13. Post telephone support and contact information of the YRC staff at all building entrances.
14. Provide extended hours that include high-risk times for youth populations. (For example, Friday and Saturday evenings between 2:00 PM and 10:00 PM).
15. Establish and maintain working linkages through Memorandum of Understanding (MOU's) with community resource network of service providers. MOUs will encourage networking, collaboration and referrals to help address the needs of the Clients, and their support systems. MOUs will be in place within ninety (90) days of initial funded Fiscal Year and reviewed annually and updated as needed and as applicable. Respondent will maintain copies of the signed MOUs on file for HHSC Review upon request. MOUs will include:
    i. Describe Purpose;
    ii. Outline individualized services offered;
    iii. Identify goals and desired outcomes of collaboration;
    iv. Coordinate services to include substance use federal and State priority populations;
    v. Include requirements for referral and referral follow up;
    vi. Address non duplication of services;
    vii. Implementation and expiration dates; and
    viii. Contain signatures
16. Establish and maintain a MOUs with the following local entities:
    i. Outreach, Screening, Assessment, and Referral (OSAR) Center;
    ii. HHSC-funded substance use disorder treatment providers;
    iii. Local Mental Health Authorities (LMHAs) and/or Local Behavioral Health Authority (LBHA); and
    iv. other community social service agencies that may provide support services to Participants.
17. Maintain on file a YRC resource directory that contains current information to include: location, contact information, services offered, days and hours of operation, and eligibility criteria.

18. Ensure that staff and volunteers use the language of Recovery in everyday conversations (e.g. hope, respect, high expectations, etc.) with Participants, their families, and supportive allies.
19. Ensure that all Participant surveys are available in both Spanish and English formats and in other languages as determined by Respondent and the needs of the population being served.
20. Ensure all Participant surveys are maintained per the HHS terms and conditions.
21. Develop and implement an active Peer Leadership Advisory Council in which Participants in Recovery, their family members, and supportive allies are involved with Program design, Program evaluation (e.g. conducting focus groups), and have opportunities to advise and/or make organizational decisions related to the overall Recovery-orientation of the organization that:
    i. Has direct access to the organization's executive level; and
    ii. is self-governed.
22. Ensure the organizations' mission statement includes Recovery principles and values that will promote sustained Recovery and wellness.
23. Develop a Community Site focused on implementing ways to improve the outcomes of youth ages thirteen (13) – twentyone (21) with a history of substance use disorders, including co-occurring mental health disorders, who are in or seeking Recovery, along with their family members, significant others, and supportive allies. This population includes youth who have not received substance use disorder treatment but who are seeking Recovery through the Peer Recovery model.
24. Provide outreach and access to other engagement strategies to increase participation in YRC services for diverse populations.
25. Engage and support Participant's family members.
26. When referring Participants to external resources, Respondent shall assist in the process of contacting resources, scheduling appointments, arranging transportation, etc.
27. Ensure Participants have access to a diverse menu of YRC services to include.
    i. Recovery support groups: group activities designed to provide the Participant with positive emotional support to assist with dealing with daily and personal life issues, to aid in understanding of the Recovery process, and to support the Participant's path to Recovery;
    ii. structured therapeutic activities based on the needs of the Participants. Activities may include games that are age appropriate and promote prosocial negotiation skills, drug free video night, etc.;
    iii. employment and housing, if appropriate and needed;
    iv. vocational training, if appropriate;
    v. education assistance (tutoring, GED preparation, etc.);
    vi. transportation assistance;
    vii. Recovery coaching; and
    viii. motivational interviewing.
28. Develop and implement a minimum of four (4) Community Service Projects per Fiscal Year in which Participants in Recovery, their family members, and supportive allies are engaged in and plan and complete Project(s) to establish effective relationships the community. The Community Service Project(s) can include: painting houses,

volunteering at local food pantry, picking up roadside litter, park beautification Project, winter coat collections, toy drive, school supplies drive etc.

29. Ensure that Participants Rights are posted in a conspicuous location at each of Respondents' sites. The Participants Rights shall be shared with each Participant prior to the initiation of Recovery services, in a way the Participant can understand. The Participants Rights document shall be signed by the Participant. A signed copy of the Participants Rights document shall be provided to the Participant.
30. Provide Participants who wish to volunteer to be a Peer Volunteer, the training necessary to Participants who have been in the Program for at least six (6) months and who meet additional criteria identified in Respondents policy on becoming a Peer Volunteer.
31. Comply with the following confidentiality and Participant rights requirements:
    - i. Services shall be appropriate for the Participant's needs and circumstances, including age and developmental level, and shall be culturally sensitive.
    - ii. Not discriminate against any Participant, family member, or supportive ally based on gender, race, religion, age, national origin, disability (physical or mental), sexual orientation, medical condition, including HIV diagnosis or because a Participant, family member, or supportive ally is perceived as living with HIV.
    - iii. Protect the privacy of Participant, family members, or supportive allies served and shall not disclose confidential information without the Participant's, family member's, or supportive allies' express written consent, except as permitted by law.
    - iv. Remain knowledgeable of, and comply with all State and Federal laws and regulations relating to confidentiality of records and information relating to the provision of Recovery services.
    - v. Not discuss or divulge information obtained in Peer Recovery Leaders or group sessions except in appropriate settings and for professional purposes that demonstrably relate to the case.
    - vi. Ensure confidential information acquired during delivery of Recovery services shall be safeguarded from illegal or inappropriate use, access and disclosure or from loss, destruction or tampering. These safeguards shall protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate release from the Participant, family member, or supportive ally.
    - vii. Not exploit relationships with Participants, family members, or supportive allies for personal or financial gain of Respondent or its personnel.
    - viii. Not charge any fees for services provided under this Contract.
    - ix. Not pay or receive any commission, consideration, or benefit of any kind related to the referral of a Participant, family member, or supportive ally for services.

SECTION III: STAFFING COMPETENCIES AND REQUIREMENTS:

Respondent will ensure:

All Personnel:

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Provide all employees with a copy of the service requirements within this Statement of Work.
3. Adhere to the following criminal background verification requirements for all employees and/or volunteers as listed below:
   i. Prior to employment, conduct and document criminal background checks and pre-employment drug testing of Respondent's potential employees and/or subrespondents who will conduct Recovery activities and/or have direct contact with Participants, significant others, or other supportive allies.
   ii. Prior to volunteering, conduct and document criminal background checks and drug testing of Respondent's volunteers who will conduct Recovery activities and/or have direct contact with Participants, significant others, or other supportive allies.
   iii. Conduct annual criminal background checks for Respondent's current staff, subrespondents, and volunteers who will conduct Recovery activities and/or have direct contact with Participants, significant others, or other supportive allies.
   iv. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subrespondents, or volunteers who work directly or with Participants, significant others, or other supportive allies.
   v. Develop and maintain current written policies and procedures that require individuals (staff, subrespondents, and volunteers) to notify Respondent of an arrest, conviction, investigation, or any other legal involvement.
   vi. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to HHSC for review upon request.
   vii. Maintain documentation of each criminal background check and drug testing on file and make available to HHSC for review upon request.
4. Job descriptions for employees and volunteers maintained in their personnel file and make available for HHSC. Respondent's staff job descriptions shall include but not limited to:
   i. level of education;
   ii. work experience;
   iii. background; and
   iv. proportion of time assigned to data reporting activities.
5. Adhere to Policies and Procedures regarding employees and volunteers as governed by the Policies and Procedures.
6. Ensure training and technical assistance to staff members on at minimum the following topics: Recovery, Recovery Pathways, Recovery Resources, and Recovery Cultures.
7. Ensure staff who conduct and/or enter Participant data have the skills, knowledge and ability to documenting in CMBHS as applicable.
8. Document completion of data entry training in employee's folder and have available for review by HHSC.

9. Maintain documentation of continuing education units (CEUs) on employees and volunteers in their personnel file and make available for HHSC

Program Director:

10. Ensure that the Program Director (or the Executive Director, if Respondent does not have a designated Program Director) is a licensed: Licensed Professional Counselor (L.P.C.), Licensed Chemical Dependency Counselor (L.C.D.C.) or Licensed Clinical Social Worker (L.C.S.W.) with extensive knowledge of The Seven Recovery Oriented Values and Principles: Self-determination; Community integration; Peer culture; Family inclusion; Continuity of care; Partnership-consultant relationships; and be able to provide culturally and linguistically competent services.
11. Support Executive Director and/or Program Director in their efforts to provide Recovery-focused technical assistance to Respondent's Peer Recovery Leaders.
12. Ensure the Executive Director and/or Program Director roles are defined to ensure:
    i. Appropriate boundaries are maintained (personal, finance, emotional, ethical and sexual);
    ii. Confidentiality is maintained;
    iii. Peer Recovery Leader roles are maintained (to avoid the tendency to move out of coaching role and into the role of a counselor or sponsor); and
    iv. Responding to complaints about a Peer Recovery Leader's behavior.

Peer Recovery Leaders (Paid Employees) and Volunteers

13. Ensure that Peer Recovery Leaders and volunteers conducting Participant interviews have knowledge of The Seven Recovery Oriented Values and Principles as listed in the Statement of Work prior to providing YRC services.
14. Employ a minimum of two (2) Peer Recovery Leaders who are between the ages of eighteen (18) – thrity-five (35), with at least six (6) months in Recovery from substance misuse or a substance use disorder. All other Peer Recovery Leaders shall be volunteers.
15. Ensure that Peer Recovery Leaders (both paid staff and volunteers) are:
    i. provided opportunities for leadership development;
    ii. provided peer leadership training that cover topics such as:
        (1) Goal setting and developing strategies;
        (2) strategic planning;
        (3) conduct and participate in effective meetings;
        (4) managing and resolving conflicts;
        (5) conducting focus groups;
        (6) consensus building;
        (7) group facilitation skills; and
        (8) valuing and respecting different viewpoints; and
        (9) provided informal volunteer opportunities within Respondent's organization.
16. Ensure Peer Recovery Leaders or peer volunteers demonstrate the following traits:
    i. ability to establish empathy with an individual;
    ii. ability to work with diverse populations and cultural backgrounds;
    iii. comfortable to work independently in community settings;

   iv. ability to focus on and reinforce positive strengths and behaviors;
   v. a high level of energy and commitment;
   vi. acceptance of extremely flexible working hours; and
   vii. open attitude towards pathways to Recovery.

17. Ensure Peer Recovery Leaders or peer volunteers demonstrate a strong and stable personal Program of Recovery with at least six (6) months in Recovery from substance misuse or a substance use disorder.
18. Support Peer Recovery Leaders and peer volunteers regarding their own sustained Recovery and development through weekly Recovery Supervision.
19. Create a mechanism for Peer Recovery Leaders to connect, share experiences, and receive support.
20. Ensure that all Peer Recovery Leaders receive the following:
    i. Training in working with youth ages thirteen (13) – twentyone (21) that are in Recovery and to have knowledge of the Seven Recovery Oriented Values and Principles.
    ii. Technical Assistance related to Recovery-oriented care.
    iii. Receive relevant training before leading Recovery approaches.
    iv. Guidance and support in mentoring peers in Recovery.
21. Develop criteria for identifying individuals who can function as effective Peer Volunteers.
22. Involve Peer Recovery Leaders and peer volunteers in staff orientation and continuing education trainings provided to staff.
23. Ensure Peer Recovery Leaders and peer volunteers have:
    i. access to continuing education in ethics, confidentiality, and boundary maintenance.
    ii. access to and participate in Recovery-focused training.
    iii. knowledge of:
        (1) community resources for social support;
        (2) resources for food, clothing, shelter, and other basic needs and how to access;
        (3) resources for mental health care and how to access;
        (4) mutual aid Recovery groups, their functions, values and beliefs and how to access; and
        (5) faith-based organizations and how to access.
24. Recruit and screen Peer Recovery Leaders Applicants and peer volunteers and supervise them in their areas of work by supporting Peer Recovery Leaders and peer volunteers regarding their sustained Recovery.
25. Ensure completion of training for new Peer Recovery Leaders within thrity (30) days after date of employment or within thrity (30) days of Contract start date of this Contract.
26. Ensure that all new Peer Recovery Leaders have received training in working with youth ages thirteen (13) – twentyone (21) that are in Recovery and to have knowledge of the Seven Recovery Oriented Values and Principles.

Peer Leadership Advisory Council

27. Provide training to Participants in Recovery to serve on the Peer Leadership Advisory Council.

SECTION IV: GUIDANCE ON ALLOWABLE EXPENSES:

28. Respondent shall ensure that the total cost of incentives and alternative activities shall not exceed ten percent (10%) of the total funding amount of this Contract. If an incentive or alternative activity is not edescribed in this document, Respondent shall contact HHSC staff for prior approval before implementation of the activity.
29. Incentives are allowable under this Contract.
30. An incentive can be given to a Participant to encourage participation in the Program. Incentives may be in the form of retail gift or service cards not to exceed more than one hundred dollars ($100) per Participant for the Contract period.
31. Indirect Recovery Support Services may be donated services and used as Match under this Contract.

EXHIBIT M: MEDICATION ASSISTED TREATMENT (MAT) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

Respondent shall provide Recovery-oriented Medication Assisted Treatment (MAT) to meet the individualized needs of the Client by providing access to all reimbursable Federal Drug Admiration (FDA) approved medications. Individuals receiving MAT must receive medical, counseling, peer-based Recovery support, educational, and other assessment and treatment services, in addition to prescribed medication.

TARGET POPULATION

Adult Texas residents who meet financial criteria for HHSC-funded MAT and have met the *Diagnostic and Statistical Manual of Mental Disorders – V* (DSM-V) criteria for an Opioid Use Disorder (OUD).

SECTION II. SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements

1. Administer and dispense medication for the treatment of OUD.
2. Ensure the organization's certification and licensure complies with applicable statutes, guidelines, and regulations related to MAT adopted by HHSC, the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), Drug Enforcement Agency (DEA), and additional third-party accreditation requirements.
    i. Comply with Texas Administrative Code (TAC) Title 25, Part 1, Chapter 229, Subchapter J
    adopted by the Texas Regulatory Authority related to MAT.
    ii. Comply with the Code of Federal Regulations, 42 CFR Part 8, Opioid Drugs. in Maintenance and Detoxification Treatment of Opiate Addiction; Final Rule.
    iii. Utilize **Exhibit R HHSC "Guidelines for the Use of Extended Release Injectable Naltrexone**."
3. Establish and submit a policy and procedure on Patient selection criteria and appropriateness for each, FDA approved, medication for the treatment of opioid use disorder.
4. Document all specified required activities and services in the CMBHS system.
5. Provide communicable disease testing, immunizations, chronic disease prevention, and address comorbid psychiatric disorders within the context of MAT to provide Clients with an opportunity to improve the health and overall quality of life, while also promoting Recovery. A consent shall be obtained and documented in CMBHS prior to performing any of the aforementioned services.
6. Document Financial Eligibility appropriately in CMBHS before charging any individuals for screening and assessment. Respondent will not require payments from individuals determined by the Financial Eligibility function of CMBHS to be eligible for State-funded services for screening and assessments.
7. Set limits on counselor caseload size that ensures effective, individualized treatment. Document and justify in a policy and procedure the caseload size based on the service design, characteristics and needs of the funded population served, and any other relevant factors.

   i. Counselor to Client ratio must not exceed 1:35 for clinicians treating the State funded population.
      (1) Document "Assign Clinician" function in CMBHS to track caseload size.
8. Submit and perform Government Performance and Results Act (GPRA) assessments for individuals receiving treatment services using the funds from this Contract. These reports will be completed at intake, six (6) month follow up, and discharge. Additionally, the six (6) month follow up may be conducted between months five (5) through (7) seven, depending on the individual's availability. Submit the individual GPRA reports monthly by the 15th day of the following month using a HHSC approved reporting template.
9. Adopt organizational policies and procedures and have them available for System-Agency for review on the following:
   i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of MAT and the eligibility criteria for admissions;
   ii. All marketing materials shall publish the federal and State priority population admissions; and
   iii. Related to the retention of Clients in services, including protocols for addressing Clients absent from treatment, policies defining treatment non-compliance, policy and procedure regarding discharging from MAT.
10. Actively attend, with representative knowledge about Respondent's system and services, the following meetings:
   i. Outreach, Screening, Assessment, and Referrals (OSAR) contractor's quarterly regional collaborative meetings within Respondent's Region;
      (1) OSAR Regional locations can be found at this website: https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral-centers
   ii. Recovery Oriented Systems of Care (ROSC) meetings in Respondent's Region
      (1) ROSC Regional locations can be found at this website: https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/recovery-oriented-systems-care
11. Ensure requirements of Texas residency eligibility, Financial Eligibility and clinical eligibility are met.
12. Respondent will develop a local agreement with the following to address referral process, coordination of services, education, and sharing of information as allowed per the consent and agreement form:
   i. Department of Family and Protective Services (DFPS) local offices;
   ii. Office Based Treatment (OBT) providers receiving federal and/or State funds;
   iii. Local Prevention Resource Center that can be found at this website: https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/adult-substance-misuse-prevention;

iv. HHSC-funded co-occurring psychiatric and substance use disorders (COPSD) providers; and
v. Federally Qualified Health Centers (FQHCs).

13. All HHSC Respondents shall have a Memorandum of Understanding (MOU)'s with the local Outreach, Screening, Assessment, and Referral (OSAR) provider in Respondent's Region which shall address, at a minimum, the following:
    i. How Respondent will report capacity and treatment availability information to each OSAR provider in the Region;
    ii. Referral Processes when immediate capacity is not available;
    iii. Whether Respondent or OSAR provider will provide initial required interim services;
    iv. Emergency referrals and transportation assistance for Clients in crisis;
    v. Respondent specific policy on how and when Clients are removed from the waiting list; and
    vi. MOU will describe quarterly updating of specific contact information for key agency staff that handle day to day Client placement activities.
14. All HHSC Respondents shall have a MOU with Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) providers known as Health Authority (HA) in Respondent's Region which shall address, at a minimum, the following:
    i. Objectives, roles, and responsibilities of each Party;
    ii. Scope of services provided by each Party to meet the needs of the Clients served;
    iii. Confidentiality requirements;
    iv. Description of how quality of and efficacy of services provided will be assessed;
    v. Include in MOU the federal and State priority populations and requirements;
    vi. Include requirements for referral and referral follow up;
    vii. Address non-duplication of services;
    viii. Emergency referrals and transportation assistance for Clients in crisis;
    ix. Coordination of enrollment and engagement of Clients in HA services;
    x. Coordination with concurrent and subsequent services; and
    xi. Documentation of referral, referral follow-up, and other case management services provided;
    xii. Implementation and expiration dates; and
    xiii. Contain signatures by both Parties.
15. All HHSC-funded Respondents shall have a MOU with Recovery Support Services (RSS) provider(s) in Respondent's Region which shall address, at a minimum, the following:
    i. Appropriate referrals to and from Respondent and RSS for indicated services;
    ii. Coordination of the enrollment and engagement of Clients;
    iii. Coordination of non-duplication of services;
    iv. Collaboration between treatment staff and Recovery Support Services for improved Participant outcomes; and

v. Documentation of referral, referral follow-up and other case management services provided;
vi. Implementation and expiration dates; and
vii. Contain signatures by both Parties.
viii. RSS Organizations can be found at this website: https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/adult-substance-use-recovery-support-service-organizations

B. Overdose Prevention and Reversal Education
1. Provide overdose prevention, reversal education, and materials to:
   i. Individuals on the Respondent's waiting list;
   ii. All Clients prior to discharge, including those that received overdose prevention, reversal education, and materials prior to admission or on admission.
2. Respondent will document all overdose prevention, reversal education, and materials that have been disseminated in CMBHS.
   i. Information regarding bulk ordering of Naloxone can be found at this website: https://www.morenarcanplease.com/
3. Required overdose prevention activities will be conducted with Clients with an OUD and with Clients that use drugs intravenously to include:
   i. Education on overdose prevention and risk reduction strategies;
   ii. Education about and referral to community based and State funded services for Clients with intravenous drug use history;
   iii. Referral to local community resources that work to reduce harm associated with high risk behaviors associated with drug use; and
   iv. For detailed guidance, refer to SAMHSA's Opioid Overdose Prevention Toolkit found at: https://store.samhsa.gov/product/Opioid-Overdose-Prevention-Toolkit/SMA18-4742

C. Service Delivery
Respondent will:
1. Admit individuals based on the federal priority populations established by **<u>Exhibit S, Substance Abuse Prevention and Treatment (SAPT) Block Grant Contract Supplement</u>** regulations, federal priority populations have been established for entering State funded substance use disorder services:
   i. Pregnant injecting individuals must be admitted immediately
   ii. Pregnant individuals must be admitted immediately
   iii. Injecting drug users must be admitted within fourteen (14) days
2. Admit individuals based on the State priority populations, State priority populations have been established for entering State funded substance use disorder services:
   i. Individuals identified as being at high risk for overdose must be admitted within seventy-two (72) hours
   ii. Individuals referred by DFPS must be admitted within seventy-two (72) hours
3. Establish screening procedures to identify individuals of federal and State priority populations.

4. Ensure successful referral and admittance within the time frame to another HHSC-funded contractor, or HHSC Waiting List and Capacity Management Coordinator, if a placement is not possible.
5. Accept Applicants from every Region in the State and from the OSAR, when capacity is available, to accommodate federal and State priority population.
   i. If two (2) individuals are of equal priority status, preference may be given to the individual living in Respondent's service area Region.
   ii. Respondents will include a statement in all brochures, and will post a notice in all applicable lobbies, the federal and State priority population admission requirements.
   iii. When space is not available, Respondent will contact the HHSC Waiting List and Capacity Management Coordinator regarding the DFPS priority population individual placed on the waitlist.
6. Document the previous day's capacity in CMBHS in the Daily Capacity Management Report Monday through Friday by 11:00am Central Time.
7. Maintain a wait list in CMBHS to track all eligible individuals who have been screened but cannot be admitted to MAT immediately.
8. Implement written procedures that address maintaining weekly contact with individuals waiting for admission, as well as what referrals are made, when a Client cannot be admitted for services immediately.
9. Implement written procedures that address monthly contact with Clients currently receiving MAT services and waiting for a State-funded slot.
10. When Respondent cannot admit a Client, Respondent shall:
    i. Ensure that an emergency medical care provider is notified if applicable;
    ii. Coordinate with an alternate provider for immediate admission;
    iii. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) so that assistance can be provided that ensures immediate admission to other appropriate services and proper coordination when appropriate.

D. Medication
1. Respondent's physician shall prescribe and monitor adequate dosage levels for each Client.
2. Respondent's physician shall not impose and/or limit dosage capitations for any prescribed medication for the treatment of opioid use disorder.

E. Screening and Assessment
1. Comply with all rules in the TAC, Title 25, Part 1, Chapter 229, Subchapter J.
2. Utilize the *Diagnostic and Statistical Manual of Mental Disorders* – V (DSM-V) criteria for a substance use disorder to determine Client diagnosis.
3. When conducting a CMBHS Substance Use Disorder screening, Respondent shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
4. Conduct and document a CMBHS Substance Use Disorder Initial Assessment, and GPRA as directed by HHSC, with the Client. The CMBHS assessment will identify the impact of substances on the physical, mental health and other identified physical health

issues including tuberculosis, Hepatitis B and C, sexually transmitted disease (STD and Human Immunodeficiency Virus (HIV)).

F. Testing

1. Provide, arrange and document interim services including screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STDs), and Human Immunodeficiency Virus (HIV) while only subcontracting laboratory services and hepatitis C virus testing components.
   i. If the Client is living with HIV, refer the Client to appropriate community resources to complete the necessary referrals and health related paperwork. If the Client needs residential services refer to HHSC HIV-statewide provider if available.

2. Provide health screenings, testing, and prevention education.
   i. Respondent shall provide testing for Clients who self-identify as already testing positive for HIV or hepatitis B or C unless it is confirmed that the Client is currently receiving medical care those these conditions.
   ii. If the Client indicates that they had a positive test for tuberculosis (TB) in the past, Respondent shall screen for TB to determine whether symptoms exist and a referral to the local health department for further assistance and/or treatment is needed.
   iii. If any other screenings or tests indicate a need for medical services, Respondent shall ensure that the Client is able to access those services.
   iv. Respondent shall contact the local health department to report all positive results for hepatitis B on pregnant women, and all positive results on HIV, gonorrhea, chlamydia, syphilis, and other relevant results.

3. Document and upload in CMBHS with Client signature the informed consent for routine opt-out testing:
   i. Tuberculosis;
   ii. Hepatitis B;
   iii. Hepatitis C;
   iv. Gonorrhea;
   v. Chlamydia;
   vi. Human Immunodeficiency Virus (HIV) Initial;
   vii. Human Immunodeficiency Virus (HIV) Confirmatory (Note: Confirmatory may only be billed after the results from the initial results are obtained.); and
   viii. Diabetes (using A1c testing).

4. Testing and screening results shall be provided to the Client by Respondent's physician or his/her designee. All positive results must be provided to the Client in person (face-to-face).
5. Respondent shall ensure that screening and testing results are documented in the Client's CMBHS record and that medical needs resulting from testing are incorporated into the Client's treatment plan.

6. Physician may choose to consult with the Client on comorbid conditions and provide services upon admission or as indicated for the following:
   i. First-line wound care therapy which could include wound cleansing, use of systemic or topical antibiotics, use of pressure loading devices, perform compression, and apply dressing;
   ii. Co-occurring psychiatric disorders (Note: The initial interview for diagnosis of psychiatric condition may not be billed as the initial evaluation for admission to MAT.); and
   iii. Hepatitis C Virus (HCV) treatment coordination.

G. Treatment Planning, Implementation and Review
   1. Comply with all rules in the TAC Title 25, Part 1, Chapter 229, Subchapter J and 42 CFR Part 8.
   2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay.
   3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual need of the Client.

H. Recovery Oriented Medication Assisted Treatment
   1. Respondent will provide access to peer-based Recovery support for all individuals served.
      i. Upon HHSC request, Respondent will provide space for Medication Assisted Recovery Patient advocacy groups to train and support Clients receiving services and staff providing services.
      ii. Respondent will utilize and reference: http://www.williamwhitepapers.com/pr/ books/full texts/2010Recovery orientedMethadoneMaintenance.pdf

I. Discharge
   1. Comply with all applicable rules in the TAC Title 25, Part 1, Chapter 229, Subchapter J and 42 CFR Part 8.
   2. Develop and implement an individualized discharge plan with the Client to assist in sustaining medication assisted Recovery.
   3. Respondent will identify a specific physician or authorized healthcare professional, as appropriate, to whom the Client is being discharged and will ensure that an appointment has been made with that provider to occur within seventy-two (72) hours to maximize the Client's chances for success. The name, address, and telephone number of the provider caring for the Client after discharge will be recorded in the Client's record and given to the Client in writing.
   4. Document the Client-specific information that supports the reason for discharge listed on the discharge report. Appropriate referrals shall be made and documented in CMBHS. A Client's treatment is considered successfully completed, if both of the following criteria are met:

i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS; and
ii. All problems on the treatment plan have been addressed.
iii. Respondent shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.
iv. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge;
v. Problems that have been "referred" shall have associated documented referrals in CMBHS;
   (1) Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
   (2) "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.
vi. If the discharge plan includes the use of extended-release injectable naltrexone, the medical director or qualified designee will either administer the medication prior to discharge or Respondent will ensure that the Client has immediate access to such medication services upon discharge.

5. In addition to TAC Title 25, Part 1, Chapter 229 Subchapter J, Respondent shall follow TAC Title 25, Part 1, Chapter 448 standards listed below:
   i. Subchapter B, Standard of Care Applicable to All Providers
      (1) Rule §448.201: General Standard
      (2) Rule §448.202: Scope of Practice
      (3) Rule §448.203: Competence and Due Care
      (4) Rule §448.204: Appropriate Services
      (5) Rule §448.205: Accuracy
      (6) Rule §448.206: Documentation
      (7) Rule §448.208: Access to Services
      (8) Rule §448.209: Location
      (9) Rule §448.210: Confidentiality
      (10) Rule §448.211: Environment
      (11) Rule §448.212: Communications
      (12) Rule §448.213: Exploitation
      (13) Rule §448.214: Duty to Report
      (14) Rule §448.215: Impaired Providers
      (15) Rule §448.216: Ethics
      (16) Rule §448.217: Specific Acts Prohibited
      (17) Rule §448.218: Standards of Conduct
   ii. Subchapter E, Facility Requirements
      (18) Rule §448.504: Quality Management

(19) Rule §448.506: Required Postings
(20) Rule §448.508: Client Records

iii. Subchapter G, Client Rights
(21) Rule §448.704: Program Rules
(22) Rule §448:707: Responding to Emergencies

J. Staff Requirements

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. In addition, within ninety (90) days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
   i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
   ii. Trauma, Abuse and Neglect, Exploitation, Violence, Post-Traumatic Stress Disorder, and related conditions as agency sees fit;
   iii. Cultural Sensitivity and Competency, specifically including but not limited to gender and sexual identity and orientation;
   iv. Overdose Prevention Training;
   v. Harm Reduction trainings; and
   vi. Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.
5. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
6. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   i. Motivational Interviewing Techniques;
   ii. Culturally competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Trauma Informed Care; or
   vi. Suicide prevention and intervention
7. Within six (6) months of hire, direct care staff shall have documented training in the following:
   i. Medication Assisted Recovery, and/or
   ii. Certified Medication Assisted Treatment Advocacy Training
   iii. If training is not immediately available, please visit, https://opioidresponsenetwork.org/ and document the attempts made to schedule and/or attend training to comply with the following requirements:
      (1) Individuals responsible for planning, directing, or supervising treatment services shall be Qualified Credentialed Counselors (QCCs).

(2) Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.

(3) Respondent shall train staff and develop a policy to ensure that information gathered from Clients is conducted in a respectful, non-threatening, and culturally competent manner.

K. Third-Party Payors

Respondent will:

1. Not seek reimbursement from HHSC State funding if the individual is covered by a third-party payor.
2. Demonstrate the capacity to bill insurance, Medicaid, and/or Medicare for individuals with health insurance coverage.
   i. Contract with Medicaid and the identified Managed Care Organizations in service delivery Region
   ii. Contract with Medicare in the service delivery Region.
3. Refer individuals to a treatment Program that is approved by the individual's third-party payor if Respondent is not eligible for reimbursement.
   i. If the approved treatment Program refuses treatment services to the Client and documents that refusal, Respondent may provide treatment services and bill HHSC provided:
   ii. The refusal, including third-party payor and approved treatment Program, is documented in the Client file;
      (1) The Client meets the diagnostic criteria for substance use disorder; and
      (2) If Client's third-party payor would cover or approves partial or full payment for treatment services, Respondent may bill HHSC for the non-reimbursed costs, including the deductible, provided:
         a. The Client's parent/guardian refuses to file a claim with the third party payor, or refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment, and Respondent has obtained a signed statement from the parent/guardian of refusal to pay, and Respondent has received written approval from the HHSC substance use disorder treatment Program services clinical coordinator to bill for the deductible or non-reimbursed portion of the cost;
         b. The Client or parent/guardian cannot afford to pay the deductible or the non-reimbursed portion of the cost of treatment; or
         c. The Client or parent/guardian has an adjusted income at or below two hundred percent (200%) of the Federal poverty guidelines.

iii. If a Client has exhausted all insurance coverage and requires continued treatment, Respondent may provide the continued treatment services and bill HHSC if the Client meets Section II (C) 1-3 above.

SECTION III: DELIVERABLES

1. Respondent will submit all documents identified in the Contract to the designated HHSC Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us) by the required Due Date.
2. Designate a CMBHS Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
3. Ensure that staff providing MAT and/or counseling services maintain privacy and security controls related to Client confidential information.
4. Notify the CMBHS Helpdesk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
5. Ensure that access to CMBHS is restricted to only authorized users. Respondent will, within twenty-four (24) hours, remove access to users who are no longer authorized to have access to secure data.
6. In addition to CMBHS Helpdesk notification, Respondent will submit a signed CMBHS Security Attestation Form and a list of Respondent's employees, Contracted labor, and subcontractor authorized to have access to secure data. The CMBHS Security Attestation Form will be submitted electronically biannually as designated by HHSC to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).

Report Name	Due Date*
CMBHS Security Attestation Form and List of Authorized Users	15th day after Contract execution date
GPRA Assessments	15th day of the following month as directed by HHSC
Executed MOUs	By 90th day after Contract execution
Urinalysis entry in CMBHS	Monthly and/or as required by 25 TAC Ch. 229, Subchapter J and 42 CFR Part 8 2
Daily Capacity Report	Daily*
Wait List	Daily, as needed
CMBHS Documentation and Testing	Ongoing
Client Satisfaction Survey	Ongoing
MAT or NAS Annual Survey Report	Due August 31

*If the Due Date is on a weekend or holiday, submission is required on the next business day.

INVOICE AND PAYMENT

Submit monthly claims through CMBHS no later than the 15th of the following month.

EXHIBIT N: NEONATAL ABSTINENCE SYNDROME – MEDICATION ASSISTED TREATMENT (NAS-MAT) STATEMENT OF WORK (SOW)

SECTION I. PURPOSE

Respondent shall provide Medication Assisted Treatment (MAT) to meet the individualized needs of pregnant and/or Postpartum Clients by providing access to all reimbursable Federal Drug Admiration (FDA) approved medications.

TARGET POPULATION

Pregnant and/or Postpartum Women who are Texas residents who meet clinical and financial criteria for HHSC-funded MAT services for an Opioid Use Disorder (OUD). Postpartum is defined as eighteen (18) months after the birth of a child.

SECTION II. SERVICE REQUIREMENTS

Respondent will:

A. Administrative Requirements

1. Administer and dispense medication for the treatment of OUD.
2. Ensure the organization's certification and licensure complies with applicable statutes, guidelines, and regulations related to MAT adopted by HHSC, the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), Drug Enforcement Agency (DEA), and additional third-party accreditation requirements.
   i. Comply with Texas Administrative Code (TAC) Title 25, Part 1, Chapter 229, Subchapter J adopted by the Texas Regulatory Authority related to MAT.
   ii. Comply with the Code of Federal Regulations, 42 CFR Part 8, Opioid Drugs in Maintenance and Detoxification Treatment of Opiate Addiction; Final Rule.
   iii. Utilize **Exhibit R: HHSC "Guidelines for the Use of Extended Release Injectable Naltrexone**."
3. Establish and submit a policy and procedure on Patient selection criteria and appropriateness for each, FDA approved, medication for the treatment of opioid use disorder.
4. Document all specified required activities and services in the CMBHS system.
5. Provide communicable disease testing, immunizations, chronic disease prevention, and address comorbid psychiatric disorders within the context of MAT to provide Clients with an opportunity to improve the health and overall quality of life, while also promoting Recovery. A consent shall be obtained and documented in CMBHS prior to performing any of the aforementioned services.
6. Document Financial Eligibility appropriately in CMBHS before charging any individuals for screening and assessment. Respondent will not require payments from individuals determined by the Financial Eligibility function of CMBHS to be eligible for State-funded services for screening and assessments.
7. Set limits on counselor caseload size that ensures effective, individualized treatment. Document and justify in a policy and procedure the caseload size based on the service design, characteristics and needs of the funded population served, and any other relevant factors.
   i. Counselor to Client ratio must not exceed 1:35 for clinicians treating the State funded population.

(1) Document "Assign Clinician" function in CMBHS to track caseload size.

8. Develop and Implement organizational policies and procedures and have them available for System- Agency for review on the following:
   i. A marketing plan to engage local referral sources and provide information to these sources regarding the availability of MAT and the clinical and Financial Eligibility criteria for admissions;
   ii. All marketing materials shall publish the federal and State priority population admissions; and
   iii. Client Retention in services, including protocols for addressing Clients absent from treatment, policies defining treatment non-compliance, policy, and procedure regarding discharging from MAT.
   iv. All policies and procedures shall be provided to HHSC upon request.
9. Actively attend, with representative knowledge about Respondent's system and services, the Outreach, Screening, Assessment, and Referrals (OSAR) contractor's quarterly regional collaborative meetings. OSAR Regional locations can be found at this website: https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral-centers.
10. Ensure requirements of Texas eligibility, Financial Eligibility and clinical eligibility as required in Substance Use Disorder (SUD) Utilization Management (UM) Guidelines are met.
11. Respondent will develop a local agreement with Department of Family and Protective Services (DFPS) local offices to address referral process, coordination of services, and sharing of information as allowed per the consent and agreement form.
12. Respondent hall have a Memorandum of Understanding (MOU)'s with the following entities within ninety (90) days of initial Contract execution and this MOU should be reviewed annually for modifications. Any modifications should be agreed upon by both Parties.
13. Respondent shall have a MOU's with the local OSAR provider in Respondent's Region which shall address, at a minimum, the following:
   i. How Respondent will report daily capacity and treatment availability information to each OSAR provider in the Region;
   ii. Referral Processes when immediate capacity is not available;
   iii. Adherence to confidentiality requirements;
   iv. Whether Respondent or OSAR provider will provide required interim services;
   v. Respondent specific policy on how and when Clients are removed from the waiting list; and
   vi. MOU will describe quarterly updating of specific contact information for key agency staff that handle day to day Client placement activities;
   vii. Implementation and expiration dates; and
   viii. Contain signatures by both Parties.

   https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral-centers.

14. Respondent shall have a MOU with Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA) providers known as Health Authority (HA) in Respondent' Region which shall address, at a minimum, the following:
    i. Objectives, roles, and responsibilities of each Party;
    ii. Scope of services provided by each Party to meet the needs of the Clients served;
    iii. Adherence to Confidentiality requirements;
    iv. Description of how quality of and efficacy of services provided will be assessed;
    v. Include in MOU the Priority Populations for Treatment Programs and admission requirements;
    vi. Documentation of Referral and Referral Follow Up in CMBHS;
    vii. Address non-duplication of services;
    viii. Emergency referrals and transportation assistance for Clients in crisis;
    ix. Coordinate of enrollment and engagement of Clients in HA services;
    x. Coordinate with concurrent and subsequent services; and
    xi. Implementation and expiration dates; and
    xii. Contain signatures by both Parties. https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/resources/preadmission-screening-resident-review-pasrr/local-mental-health-authoritieslocal-behavioral-health-authorities.

15. Respondent shall have a MOU with Recovery Support Services (RSS) provider(s) in Respondent's Region which shall address, at a minimum, the following:
    i. Appropriate referrals to and from Respondent and RSS for indicated services;
    ii. Coordination of the enrollment and engagement of Clients;
    iii. Coordination of non-duplication of services;
    iv. Collaboration between treatment staff and Recovery Support Services for improved Participant outcomes;
    v. Documentation of referral, referral follow-up and other case management services provided;
    vi. Implementation and expiration dates; and
    vii. Contain signatures by both Parties https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/adult-substance-use-recovery-support-service-organizations.

16. Overdose Prevention and Reversal Education shall be conducted with all Clients admitted to NAS-MAT services for opioid use disorders. Respondent will directly provide or refer to community support services for overdose prevention and reversal education to all Clients prior to discharge. Respondent will document all overdose prevention and reversal education in CMBHS.

B. Service Delivery

Respondent will:

1. Based on the federal priority populations established by SAMHSA Block Grant regulations, federal priority populations have been established for entering State funded substance use disorder services:
   i. Pregnant injecting individuals must be admitted immediately
   ii. Pregnant individuals must be admitted immediately
   iii. Injecting drug users must be admitted within fourteen (14) days
2. Based on the State priority populations, State priority populations have been established for entering State funded substance use disorder services:
   i. Individuals identified as being at high risk for overdose must be admitted within seventy-two (72) hours
   ii. Individuals referred by DFPS must be admitted within seventy-two (72) hours
3. Respondent shall report the previous day's attendance in the daily capacity report the next day Monday thru Friday through CMBHS by 11:00 am Central Time. For example: Monday's daily attendance may be reported on Tuesday and Friday's attendance may be reported on the following Monday.
4. Respondent will adhere to Wait List requirements. The Waiting List is for individuals who cannot entered services within one (1) week of request.
   i. Upon determining the appropriate level of care, Respondent will make a waiting list entry in CMBHS that details the service type the individual is waiting for and the priority population designation of the individual.
   ii. Arrange for appropriate services in another treatment facility or provide access to interim services as indicated within forty-eight (48) hours when efforts to refer to other appropriate services are exhausted.
   iii. Have a written policy on waiting list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.
   iv. Ensure eligible individuals who cannot be admitted within one (1) week of requesting services must be placed on the CMBHS waiting list.
   v. Upon admission, treatment Contractor will close the waiting list entry, indicating the date of admission as the waiting list end date.
   vi. Ensure, either directly or through referral, that individuals waiting for admission receive interim services as required by SAMHSA Block Grant requirements.
   vii. Document weekly contact with all individuals on its waiting list
   viii. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) or HHSC Program Specialist for assistance to ensure immediate admission to priority populations other appropriate services and proper coordination when appropriate.

C. Screening and Assessment
   1. Comply with all rules in the TAC Title 25, Part 1, Chapter 229, Subchapter J.
   2. Utilize the *Diagnostic and Statistical Manual of Mental Disorders - V* (DSM-V) criteria for a substance use disorder to determine Client diagnosis.

3. When conducting a CMBHS Substance Use Disorder screening, Respondent shall conduct the screening in a confidential, face-to-face interview unless there is documented justification for an interview by phone.
4. Conduct and document a CMBHS Substance Use Disorder Initial Assessment with the Client. If Client indicates risk for these communicable diseases, Respondent shall refer the Client to the appropriate community resources for further testing and counseling. If the Client is at risk for HIV, Respondent shall refer the Client to pre and post-test counseling on HIV.
5. If the Client is living with HIV, refer the Client to an appropriate community resources to complete the necessary referrals and health related paperwork. If the Client needs residential services refer to HHSC HIV-statewide provider.

D. Testing

6. Provide, arrange, and document interim services including screening for tuberculosis, hepatitis B and C, sexually transmitted diseases (STDs), and Human Immunodeficiency Virus (HIV).
7. Provide health screenings, testing, and prevention education.
    i. Grantee shall provide testing for Clients who self-identify as already testing positive for HIV or hepatitis B or C unless it is confirmed that the Client is currently receiving medical care those these conditions.
    ii. If the Client indicates that they had a positive test for tuberculosis (TB) in the past, Grantee shall screen for TB to determine whether symptoms exist and a referral to the local health department for further assistance and/or treatment is needed.
    iii. If any other screenings or tests indicate a need for medical services, Grantee shall ensure that the Client is able to access those services.
    iv. Grantee shall contact the local health department to report all positive results for hepatitis B on pregnant women, and all positive results on HIV, gonorrhea, chlamydia, syphilis, and other relevant results.
8. Document and upload in CMBHS with Client signature the informed consent for routine opt-out testing:
    i. Tuberculosis;
    ii. Hepatitis B;
    iii. Hepatitis C;
    iv. Gonorrhea;
    v. Chlamydia;
    vi. Human Immunodeficiency Virus (HIV) Initial;
    vii. Human Immunodeficiency Virus (HIV) Confirmatory (Note: Confirmatory may only be billed after the results from the initial results are obtained.); and
    viii. Diabetes (using A1c testing).
9. Testing and screening results shall be provided to the Client by Grantee's physician or his/her designee. All positive results must be provided to the Client in person (face-to-face).

10. Grantee shall ensure that screening and testing results are documented in the Client's CMBHS record and that medical needs resulting from testing are incorporated into the Client's treatment plan.
11. Physician may choose to consult with the Client on comorbid conditions and provide services upon admission or as indicated for the following:
    i. First-line wound care therapy which could include wound cleansing, use of systemic or topical antibiotics, use of pressure loading devices, perform compression, and apply dressing;
    ii. Co-occurring psychiatric disorders (Note: The initial interview for diagnosis of psychiatric condition may not be billed as the initial evaluation for admission to MAT.); and
    iii. Hepatitis C Virus (HCV) treatment coordination.

E. Treatment Planning, Implementation and Review
1. Comply with all rules in the TAC Title 25, Part 1, Chapter 229, Subchapter J and 42 CFR Part 8.
2. Collaborate actively with Clients and family, when appropriate, to develop and implement an individualized, written treatment plan that identifies services and support needed to address problems and needs identified in the assessment. The treatment plan shall document the expected length of stay.
3. Document referral and referral follow up in CMBHS to the appropriate community resources based on the individual need of the Client.

F. Discharge
1. Comply with all applicable rules in the TAC Title 25, Part 1, Chapter 229, Subchapter J and 42 CFR Part 8.
2. Develop and implement an individualized discharge plan with the Client to assist in sustaining medication assisted Recovery.
3. Respondent will identify a specific physician or authorized healthcare professional, as appropriate, to whom the Client is being discharged and will ensure that an appointment has been made with that provider to occur within seventy-two (72) hours to maximize the Client's chances for success. The name, address, and telephone number of the provider caring for the Client after discharge will be recorded in the Client's record and given to the Client in writing.
4. Document the Client-specific information that supports the reason for discharge listed on the discharge report. Appropriate referrals shall be made and documented in CMBHS. A Client's treatment is considered successfully completed, if both of the following criteria are met:
    i. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS; and
    ii. All problems on the treatment plan have been addressed.
5. Respondent shall use the treatment plan component of CMBHS to create a final and completed treatment plan version.

i. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge;
ii. Problems that have been "referred" shall have associated documented referrals in CMBHS;
iii. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components; and
iv. "Withdrawn" problems shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.

6. If the discharge plan includes the use of extended-release injectable naltrexone, the medical director or qualified designee will either administer the medication prior to discharge or Respondent will ensure that the Client has immediate access to such medication services upon discharge.
7. The following requirements are applicable to MAT providers from TAC Title 25, Part 1, Chapter 448. TAC Title 25, Part 1, Chapter 229, Subchapter J, will take precedence to the requirements below:
   i. Subchapter B, Standard of Care Applicable to All Providers
      (1) Rule §448.201: General Standard
      (2) Rule §448.202: Scope of Practice
      (3) Rule §448.203: Competence and Due Care
      (4) Rule §448.204: Appropriate Services
      (5) Rule §448.205: Accuracy
      (6) Rule §448.206: Documentation
      (7) Rule §448.208: Access to Services
      (8) Rule §448.209: Location
      (9) Rule §448.210: Confidentiality
      (10) Rule §448.211: Environment
      (11) Rule §448.212: Communications
      (12) Rule §448.213: Exploitation
      (13) Rule §448.214: Duty to Report
      (14) Rule §448.215: Impaired Providers
      (15) Rule §448.216: Ethics
      (16) Rule §448.217: Specific Acts Prohibited
      (17) Rule §448.218: Standards of Conduct
      (18) Rule §448.210: Confidentiality
   ii. Subchapter E, Facility Requirements
      (19) Rule §448.504: Quality Management
      (20) Rule §448.506: Required Postings
      (21) Rule §448.508: Client Records
   iii. Subchapter G, Client Rights
      (22) Rule §448.704: Program Rules
      (23) Rule §448:707: Responding to Emergencies

G. In addition, the Respondent shall:
   1. Directly provide or refer in CMBHS to parenting education for Postpartum women.
   2. Directly provide or refer in CMBHS to prenatal education for pregnant women.
   3. Document a Life Event Note in CMBHS upon active Client's delivery of newborn.
   4. Ensure access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follow:
      i. Assess all Clients for tobacco use and Clients seeking to cut back or quit.
      ii. If the Client indicates wanting assistance with cutting back or quitting, the Client will be referred to appropriate tobacco cessation treatment.
   5. Maintain a list of community resources and document referrals when appropriate to ensure that children of the Client have access to services to address their needs and support healthy development including primary pediatric care, early childhood intervention services, substance use and misuse prevention services, and other therapeutic interventions that address the children's development needs and any issues of abuse and neglect.
   6. Utilize HHSC is the payer of last resort.

H. Respondent will adhere Third Party Payor standards:
   1. Not seek reimbursement from HHSC State funding if the individual is covered by a third-party payor.
   2. Demonstrate the capacity to bill insurance, Medicaid, and/or Medicare for individuals with health insurance coverage.
      i. Contract with Medicaid and the identified Managed Care Organizations in service delivery Region.
      ii. Contract with Medicare in the service delivery Region.
   3. Refer individuals to a treatment Program that is approved by the individual's third-party payor if Respondent is not eligible for reimbursement.
      i. If the approved treatment Program refuses treatment services to the Client and documents that refusal, Contractor may provide treatment services and bill HHSC provided:
      ii. The refusal, including third-party payor and approved treatment Program, is documented in the Client file;
         (1) The Client meets the diagnostic criteria for substance use disorder; and
         (2) If Client's third-party payor would cover or approves partial or full payment for treatment services, Respondent may bill HHSC for the non-reimbursed costs, including the deductible, provided:
            a. The Client's parent/guardian refuses to file a claim with the third Party payor, or refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment, and Respondent has obtained a signed statement from the parent/guardian of refusal to pay, and Respondent has received written approval from the HHSC substance abuse Program services clinical coordinator to bill for the deductible or non-reimbursed portion of the cost;

b. The Client or parent/guardian cannot afford to pay the deductible or the non-reimbursed portion of the cost of treatment; or

c. The Client or parent/guardian has an adjusted income at or below two-hundred percent (200%) of the Federal poverty guidelines.

iii. If a Client has exhausted all insurance coverage and requires continued treatment, Respondent may provide the continued treatment services and bill HHSC if the Client meets Section II (b) 1-2. above.

SECTION III: STAFF COMPETENCY AND REQUIREMENTS

1. All personnel shall receive the training and Supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and protection of Client health, safety, and welfare.
2. Ensure that all direct care staff receive a copy of this Statement of Work.
3. Ensure that all direct care staff review all policies and procedures related to the Program or organization on an annual basis.
4. In addition, within ninety (90) days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
   i. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
   ii. Trauma, Abuse and Neglect, Exploitation, Violence, Post-Traumatic Stress Disorder, and related conditions as agency sees fit;
   iii. Cultural Sensitivity and Competency, specifically including but not limited to gender and sexual identity and orientation;
   iv. Overdose Prevention Training;
   v. Harm Reduction trainings;
   vi. Alcohol, Tobacco, and Other Drugs and effects on the Fetus;
   vii. Child Welfare Training; and
   viii. Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.
5. Ensure all direct care staff complete annual education on HIPAA and 42 CFR Part 2 training.
6. Ensure all direct care staff complete a minimum of ten (10) hours of training each State Fiscal Year in any of the following areas:
   i. Motivational Interviewing Techniques;
   ii. Culturally competencies;
   iii. Reproductive health education;
   iv. Risk and harm reduction strategies;
   v. Alcohol, Tobacco, and Other Drugs and effects on the Fetus;
   vi. Child Welfare Training; and
   vii. Trauma Informed Care; or
   viii. Suicide prevention and intervention
7. Individuals responsible for planning, directing, or supervising treatment services shall be Qualified Credentialed Counselors (QCCs).

8. Substance Use Disorder counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern. Substance use disorder education and life skills training shall be provided by counselors or individuals who have appropriate specialized education and expertise. All counselor interns shall work under the direct Supervision of a QCC.
9. Respondent shall train staff and develop a policy to ensure that information gathered from Clients is conducted in a respectful, non-threatening, and culturally competent manner.

OUTCOME MEASURES

1. Respondent will submit all documents identified in the Contract to the designated HHSC Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us) by the required Due Date.
2. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
3. Ensure that staff providing MAT and/or counseling services maintain privacy and security controls related to Client confidential information.
4. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
5. Ensure that access to CMBHS is restricted to only authorized users. Respondent will, within twenty-four (24) hours, remove access to users who are no longer authorized to have access to secure data.
6. In addition to CMBHS Helpdesk notification, Respondent will submit a signed CMBHS Security Attestation Form and a list of Respondent's employees, Contracted labor, and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form will be submitted electronically biannually as designated by HHSC to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).

Report Name	Due Date*
CMBHS Security Attestation Form and List of Authorized Users	15th day after Contract execution date
Urinalysis entry in CMBHS	Monthly and/or as required by 25 TAC Ch. 229, Subchapter J and 42 CFR Part 82
MAT or NAS Annual Survey Report	Due August 31
Closeout documents	Due 45 days after Program Attachment end date

*If the Due Date is on a weekend or holiday, submission is required on the next business day.

PROGRAM SERVICE AREA

Respondent shall deliver services or activities to Clients from the following counties:

INVOICE AND PAYMENT

Submit monthly claims through CMBHS no later than the 15th of the following month.

Health and Human Services Commission (HSHC) Substance Use Disorder (SUD) Utilization Management (UM) Guidelines

Effective September 1, 2020

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I. Introduction

The Health and Human Services Commission (HHSC), Substance Use Disorder (SUD) Utilization Management (UM) Guidelines are an integral part of service delivery to ensure the delivery of state funded substance use disorder treatment services are properly tailored to the individual's needs and strengths in order to achieve the best possible results, while utilizing limited available resources in the most efficient and cost-effective manner possible.

These guidelines will assist organizations in learning about the Substance Abuse Mental Health Services Administration (SAMHSA) Substance Abuse Prevention and Treatment Block Grant (SAPT) hereinafter referred to as "Block Grant" requirements in providing SUD treatment services to Texas residents.

These guidelines will assist the clinician in determining the best possible course of treatment services for individuals. The Diagnostic Statistical Manual of Mental Disorders - V (DSM-V) and American Society of Addiction Medicine (ASAM) criteria are utilized within Clinical Management of Behavioral Health Systems (CMBHS) to guide clinicians in determining the appropriate levels of care / service types on an individual level.

Block Grant funded treatment Grantee must comply with all applicable Texas Administrative Code (TAC) rules adopted by the System Agency related to SUD treatment. Grantee must comply and document all specified required activities and services in the Clinical Management of Behavioral Health Systems (CMBHS).

HHSC SUD UM Guidelines direct Grantees who perform the following treatment services:

1. Treatment for Adults (TRA)
2. Treatment for Females (TRF)
3. Treatment for Youth (TRY)

II. Acronyms

ADA: Americans with Disability Act
ASAM: American Society of Addiction Medicine
CFR: Code of Federal Regulations
CLAS: Culturally and Linguistically Appropriate Services
CMBHS: Clinical Management of Behavioral Health Services
CMU: Contract Management Unit
COPSD: Co-Occurring Psychiatric and Substance Use Disorder
CQI: Continuous Quality Improvement
DFPS: Department of Family and Protective Services
DSM: Diagnostic and Statistical Manual of Mental Health Disorder, fifth edition (DSM-V)
ESBD - Electronic State Business Daily
FE: Financial Eligibility
FY: Fiscal Year

HA: Health Authorities
HIPAA: Health Insurance Portability and Accountability Act
HHSC: Health and Human Services Commission
OSAR: Outreach, Screening, Assessment, and Referral
LBHA: Local Behavioral Health Authority
LMHA: Local Mental Health Authority
LCDC: Licensed Chemical Dependency Counselor
LCSW: Licensed Clinical Social Worker
LPC: Licensed Professional Counselor
MEV: Medicaid Eligibility Verification
OUD: Opioid Use Disorder
QCC: Qualified Credentialed Counselor
QMP: Quality Management Plan
SAMHSA: Substance Abuse Mental Health Services Administration
SAPT: Substance Abuse Prevention and Treatment
SBIRT: Screening, Brief Intervention and Referral to Treatment
SUD: Substance Use Disorder
SUD UM: Substance Use Disorder Utilization Management Guidelines
TAC: Texas Administrative Code
TB: Tuberculosis
TRA: Treatment for Adults
TRF: Treatment for Females
TRY: Treatment for Youth
UGMS: Uniform Grants Management Standards
W/C: Women and Children's (Intensive or Supportive) Residential Treatment
YRC: Youth Recovery Community

III. Definitions

1. All applicable definitions for substance use disorder treatment services can be found in the following TAC provisions:
   A. Title 25, Part 1, Chapter 441, Subchapter A: Definition, contains definitions of common words utilized in contracts or this document and is located here: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=441
   B. TAC, Title 25, Part 1, Chapter 447 contains definitions of common words utilized in contracts or this document and is located here: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=447
   C. TAC, Title 25, Part 1, Chapter 448 contains standards of care for substance use disorder treatment programs and is located here: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=448

2. **Adjunct Service:** Clinically indicated services that are customized and may be delivered to support the recovery of the individual.

3. **Adult:** A person 18 years of age or older, or a person under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree.

   *Note: Please see *Program* section of this HHSC SUD UM Guidelines. In Addition, also adhere to TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.905, Subsections (e), (f), and (g) regarding additional eligibility details.

4. **Client:** An individual who receives or has received services, including admission authorization or assessment or referral, substance use disorder treatment provider, counselor, counselor intern, or applicant for licensure as a counselor, or from an organization where the counselor, intern or applicant is working on a paid or voluntary basis.

5. **Continuum of Care:** refers to a treatment system in which a client enters treatment at a level appropriate to their needs and then steps up to more intense treatment or down to less intense treatment as needed.

6. **Diagnostic and Statistical Manual of Mental Disorders - V (DSM-V):** The current version of the *Diagnostic and Statistical Manual of Mental Disorders-V* published by the American Psychiatric Association guiding clinical criteria for substance use disorders.

7. **Evidenced Based Curriculum:** consists of practices that have been vetted through rigorous research to address a particular topic.

8. **Financial Eligibility:** A screening conducted to determine if a client may receive financial assistance from the System Agency. CMBHS allows for documentation of a client's financial information obtained during the client screening and receive an automated response as to the client's financial eligibility status for services according to the provider type. CMBHS also allows the user to attach digital scans of paper documents to the client's electronic health record so they are easily available for future reference and oversight purposes.

9. **Fiscal Year:** A fiscal year is a one-year period used for financial reporting and budgeting, which is from September 1st through August 31st.

10. **Integrated Care:** an approach to collaboratively, working together to benefit a client.

11. **Key Personnel:** A project contact, fiscal contact, and executive director and/or any other key stakeholders in the proposed project.

12. **Long Term:** defined as being in Recovery as one year or more.

13. **Participant:** An individual who is receiving prevention or intervention services.

14. **Peer Recovery Model:** a chronic care approach to addiction treatment in which services move beyond repeated episodes of stabilization to the assertive management of long-term recovery (White, 2008).

15. **Program Director:** an individual identified at an organization with at least two years of post-QCC eligible licensure experience providing substance use disorder treatment.

16. **Qualified Credentialed Counselor (QCC):** A licensed chemical dependency counselor or one of the practitioners listed below who is licensed and in good standing in the State of Texas and has at least 1,000 hours of documented experience treating substance-related disorders: licensed professional counselor (LPC); licensed master social worker (LMSW); licensed marriage and family therapist (LMFT); licensed psychologist; licensed physician; licensed physician's assistant; certified addictions registered nurse (CARN); or advanced practice nurse practitioner recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with a specialty in psych-mental health (APN-P/MH).

17. **Recovery:** a process of change through which people improve their health and wellness, live self-directed lives, and strive to reach their full potential.

18. **Recovery Support Services:** allows for a wide array of non-clinical services and supports to help individuals initiate, support, and maintain recovery from substance use disorders. Nonclinical services that assist individuals and families to recover from alcohol, drugs (illicit and legal), or co-occurring substance use. RSS's include social support, linkage to and coordination among allied service grantee, and a full range of human services that facilitate recovery and wellness. These services may be provided prior to, during, and after treatment, and may be provided as separate and distinct services to individuals and families who desire and need them. https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/recovery-support-service-organizations

19. **Recovery Oriented Values and Principles:**
    A. Choice and Self Determination:
       i. Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
       ii. Provide participants the opportunity to revise their selections as needed to reflect their evolving personal interests and recovery goals.
       iii. Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.
    B. Community Integration:
       i. Provide participants the opportunity to be involved in community activities and receive support related to community
       ii. Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their goals and rebuilding their lives within their community.
    C. Peer Culture:
       Offer an array of recovery support services that involve direct-assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following ways:

i. Hiring Peer Recovery Leaders;
ii. Mobilizing peer volunteers;
iii. Forming a peer advisory council;
iv. Providing peer support groups; and
v. Other peer-run activities required by System Agency

D. Family Inclusion:
i. Ensure that participants have the right to define their "families" broadly to include biological relatives, significant others, and/or supportive allies.
ii. Ensure that participant receives recovery support services and shall ensure family members and supportive allies are invited to participate in recovery planning and offered education and support.

E. Continuity of Care: Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.

F. Partnership-Consultant Relationships: Ensure participants direct their own recovery through collaborative relationships and develop a recovery plan.

G. Culturally and Linguistically Competent:
i. Provide services in a culturally, linguistically, and developmentally appropriate manner for participants, family members, and/or supportive allies.
ii. Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.

20. **Service Days:** Days when a client receives services. For residential services, this includes every day the client is present in the residence, and for outpatient services this includes every day the client receives an outpatient service.

21. **Substance Use Disorder Treatment Services – (Chemical Dependency Treatment):** A planned, structured program designed to initiate and promote a person's recovery which may include, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from substance-related disorders that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning.

22. **System Agency:** Health and Human Service Commission

23. **Trauma Informed Care:** an approach to treating a whole person, considering past trauma and the resulting coping mechanisms when attempting to understand behaviors and treat the patient

IV. Information, Rules, and Regulations

1. The United States Department of Health and Human Services, Substance Abuse Mental Health Services (SAMHSA) provides federal block grant funding to the state of Texas to perform substance use services. To learn more about the SAMHSA Block Grant including but not limited to previous years' block grant application, plans, and funding methodology, the SAMHSA website is located here: https://www.samhsa.gov. Substance use services administered by HHSC are for qualifying individuals. To see eligibility for block grant funds, go to the *Client Eligibility* section of this guide.

The Code of Federal Regulations (CFR) are the financial requirements for Block Grant funded contracts. All Office of Management and Budget (OMB) federal grant circulars have been combined into 2 CFR **Part** 200. Title 2 CFR **Part** 200 may be referred to as the new super circular, Uniform Grant Guidance (UGG), Uniform Guidance (UG), or 2 CFR 200. The electronic Code of Federal Regulation, **2 CFR 200** are located here: https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2. The Texas Comptroller has the responsibility for grant management in the state. The Comptroller's website has information on:
   A. **UGMS - Uniform Grants Management Standards**, which provides grant management standards; https://comptroller.texas.gov/purchasing/grant-management/
   B. **ESBD - Electronic State Business Daily**, which has postings for contracting of non-grant related goods and services; http://www.txsmartbuy.com/sp
   C. **eGrants** website for state agencies to post grant applications and announcements. The Comptroller website is located here: https://comptroller.texas.gov/purchasing/grant-management/

3. Confidentiality Information:
   A. Health Insurance Portability and Accountability Act (HIPAA) is the Privacy Rule standard, which addresses the use and disclosure of individuals' health information. HIPAA can be found at: https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html
   B. 42 Code of Federal Regulations (CFR) Part 2 are the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records. Frequently Asked Questions can be located at https://www.samhsa.gov/about-us/who-we-are/laws-regulations/confidentiality-regulations-faqs.
   C. All direct care staff are required to be trained within 90 days of hire, before direct access to clients, and annually to ensure compliance with substance use disorder treatment confidentiality regulations and requirements. All documents developed by Grantee related to privacy and confidentiality that are not System Agency approved, should adhere to 42 CFR Part 2 including but not limited to: disclosure with patient consent, disclosure without patient consent, and court orders authorizing disclosure and use.
   D. Texas Administrative Code (TAC)
      i. TAC, Title 25, Part 1, Chapter 448: Standard of Care descriptions with special attention to the following:
         (1) TAC, Title 25, Part 1, Chapter 448, Subchapter E, Rule §448.504: Quality Management
         (2) TAC, Title 25, Part 1, Chapter 448, Subchapter E, Rule §448.508: Client Records
         (3) TAC, Title 25, Part 1, Chapter 448, Subchapter F, Rule §448.601: Hiring Practices
         (4) TAC, Title 25, Part 1, Chapter 448, Subchapter F, Rule §448.603: Training

(5) TAC, Title 25, Part 1, Chapter 448, Subchapter H, Rule §448.801: Screening
(6) TAC, Title 25, Part 1, Chapter 448, Subchapter H, Rule §448.803: Assessment
(7) TAC, Title 25, Part 1, Chapter 448, Subchapter H, Rule §448.804: Treatment Planning, Implementation and Review
(8) TAC, Title 25, Part 1, Chapter 448, Subchapter H, Rule §448.805: Discharge
(9) TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.901: Requirements Applicable to All Treatment Services

E. Administrative Requirements
All applicable Standards of Care can be found in the TAC, Title 25, Part 1, Chapter 448: Standard of Care, which includes:
i. facility licensure information;
ii. facility requirements;
iii. client rights;
iv. medication;
v. food and nutrition; and
vi. residential physical plan requirements.

TAC, Title 25, Part 1, Chapter 448 is located here: https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=25&pt=1&ch=448. In addition, Rules and Statues can be located at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

V. Communication and Website

To access more information regarding HHSC SUD program services:

1. Substance Use Intervention: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers
2. Substance Use Disorder Treatment: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers
3. Substance Use Recovery: https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/adult-substance-use-recovery-support-service-organizations
4. Substance Use Outreach, Screening, Assessment and Referral (OSAR): https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral-centers

Culturally and Linguistically Appropriate Services (CLAS)
Texas Cultural Competence Guidelines for Behavioral Health Organizations

CLAS is a way to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity. CLAS is about respect and responsiveness: Respect the whole individual and Respond to the individual's health needs and preferences.
https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/local-mental-health-authorities

Broadcast and/or Technical Guidance Letter (TGL):
HHSC may provide programmatic, clinical or contractual guidance or clarification to Grantees. Grantees shall adhere to all guidance provided via broadcast and/or technical guidance letter as an extension of the service requirements.

Notice of Organizational Change:
Grantee shall submit written notice to the assigned contract manager, the SA mailbox, substanceabuse.contracts@hhsc.state.tx.us, and the SA program mailbox, Substance_Use_Disorder@hhsc.state.tx.us, within 10 business days of any change to the Grantee's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing, or authority to do business in Texas.

VI. Memorandums of Understanding

1. Grantee shall have a Memorandum of Understanding (MOU)'s with the following entities within 90 days of initial contract execution and this MOU should be reviewed annually for modifications. Any modifications should be agreed upon by both parties.
2. HHSC will provide a complete list of System Agency funded YRC providers, as applicable.
3. All Grantees for: Treatment for Adults (TRA), Treatment for Females (TRF), and Treatment for Youth (TRY) shall have a MOU with all the following entities:
   A. The local OSAR provider in Grantee's Region which shall address, at a minimum, the following:
      i. How Grantee will report daily capacity and treatment availability information to each OSAR provider in the Region;
      ii. Referral Processes when immediate capacity is not available;
      iii. Adherence to confidentiality requirements;
      iv. Whether Grantee or OSAR provider will provide required interim services;
      v. Grantee specific policy on how and when clients are removed from the waiting list;
      vi. quarterly updating of specific contact information for key agency staff that handle day-to-day client placement activities;
      vii. Implementation and expiration dates; and
      viii. Contain signatures by both parties.
      https://hhs.texas.gov/services/mental-health-substance-use/mental-health-substance-use-resources/outreach-screening-assessment-referral-centers

B. Local Mental Health Authority (LMHA) and/or Local Behavioral Health Authority (LBHA) providers known as Health Authority (HA) in Grantee's Region which shall address, at a minimum, the following:
   i. Objectives, roles, and responsibilities of each party;
   ii. Scope of services provided by each party to meet the needs of the clients served;
   iii. Adherence to Confidentiality requirements;
   iv. Description of how quality of and efficacy of services provided will be assessed;
   v. Priority Populations for Treatment Programs and admission requirements;
   vi. Documentation of Referral and Referral Follow Up in CMBHS;
   vii. Address non-duplication of services;
   viii. Emergency referrals and transportation assistance for clients in crisis;
   ix. Coordination of enrollment and engagement of clients in HA services;
   x. Coordination of concurrent and subsequent services;
   xi. Implementation and expiration dates; and
   xii. Contain signatures by both parties https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/resources/preadmission-screening-resident-review-pasrr/local-mental-health-authoritieslocal-behavioral-health-authorities

C. Grantees for Treatment for Adults (TRA) and Treatment for Females (TRF) shall have a MOU with Recovery Support Services provider(s) in Grantee's region which shall address, at minimum, the following:
   i. Appropriate referrals to and from Grantee and RSS for indicated services;
   ii. Coordination of the enrollment and engagement of clients;
   iii. Coordination of non-duplication of services;
   iv. Collaboration between treatment staff and recovery support services for improved participant outcomes;
   v. Documentation of referral, referral follow-up and other case management services provided;
   vi. Implementation and expiration dates; and
   vii. Contain signatures by both parties. https://hhs.texas.gov/services/mental-health-substance-use/adult-substance-use/adult-substance-use-recovery-support-service-organizations

D. Grantees for Treatment for Youth (TRY) shall have a MOU with Youth Recovery Communities (YRC) providers in Grantee's region. If there is not a System Agency funded YRC provider in the Grantee's region, Grantee shall have an MOU with Recovery Support Services (RSS) providers in Grantee's Region which shall address, at a minimum, the following:
   i. Appropriate referrals to and from Grantee and YRC for indicated services;
   ii. Follow up contact from the YRC or RSS provider with Grantee to facilitate the enrollment and engagement of clients;
   iii. Follow up contact from the YRC or RSS provider with Grantee to coordinate non-duplication of services;

iv. Collaboration between treatment staff and YRC or RSS staff for improved participant outcomes;
v. Documentation of Referral and Referral Follow Up in CMBHS;
vi. Implementation and expiration dates; and
vii. Contain signatures by both parties.

VII. Systems

1. Grantee (Contractor) Network Responsibilities
Regulatory/Licensing website contains information on licensing individuals and entities that provide consumer and health goods and services to the public and is located here: https://hhs.texas.gov/doing-business-hhs/licensing-credentialing-regulation

Grantee will:

A. Perform network monitoring to include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Grantee's Internet Service Provider (ISP);
B. maintain responsibility for local server/network hardware; and
C. communicate and enforce network security policies and procedures to end-users and be responsible for data backup, restore, and contingency planning functions for all local data to include:
   i. Create, delete, and modify end-user LAN-based accounts;
   ii. Change/reset user local passwords as necessary;
   iii. Administer security adds/changes and deletes for the CMBHS;
   iv. Install, maintain, monitor, and support Grantee LANs and WANs; and
   v. Select, purchase service from, and monitor performance of ISP.

2. CMBHS - Clinical Management for Behavioral Health Services website is located here: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/behavioral-health-provider-resources/clinical-management-behavioral-health-services

Grantee will document all services and activities in CMBHS as directed by System Agency. CMBHS is considered the official record of documentation by System Agency.

Grantee will:

A. Use CMBHS components and functionality in accordance with System Agency instructions.
B. Use CMBHS time frames specified by System Agency;
C. Use System Agency specified functionality of CMBHS in its entirety;
D. Submit all bills and reporting to System Agency through CMBHS, unless otherwise instructed; and
E. Ensure appropriate Internet access and an adequate number of computers of sufficient capabilities to use CMBHS.

HHSC anticipates making updates to CMBHS components and functionality, and Grantee will use the updated components and functionality when directed by HHSC. CMBHS Help Screens are vitally important for staff with approved access, in maneuvering within CMBHS and can be accessed on the CMBHS Home Page.

3. Gaining Access
   Gaining access to CMBHS will begin with an executed System Agency SUD contract. Grantee will call the CMBHS Help Line, located on the CMBHS website, for instructions on access. Grantee is required to provide their Texas Provider Identifier (TPI) and National Provider Identifier (NPI) numbers in order to receive access to CMBHS.

   System Agency reserves the right to limit or deny access to the CMBHS by Grantee at any time for any reason deemed appropriate by System Agency. Organizational access to CMBHS will be placed in inactive status when the Grantee ceases to have an executed contract with System Agency.

4. Customer Support and Training
   System Agency will provide:
   A. Initial CMBHS training; and
   B. Help Line telephone number for Grantees to obtain access to support for CMBHS, including issue tracking and issue resolution, and
   C. Subsequent ongoing end-user training.

5. Security Administrator
   The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current. To ensure successful maintenance, Grantee will:
   A. Designate a Security Administrator and a back-up Security Administrator.
   B. Have a security policy that ensures adequate system security and protection of confidential information.
   C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
   D. Ensure access to CMBHS is restricted to only currently authorized users.
   E. Ensure removal or modification, within 24 hours, access to users who are no longer authorized to have access to secure data in CMBHS.
   F. Maintain CMBHS Authorized Users List which includes former and current Grantee's employees, contracted labor, subcontractor, or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List will document whose authority has been added and terminated; and the date the authority was added and terminated.
   G. Submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List bi-annually, to the following e-mail address: SubstanceAbuse.Contracts@hhsc.state.tx.us
   H. Maintain the CMBHS Authorized Users List on file and make available to System Agency upon request within five business days.
   I. The Security Attestation Form can be accessed at https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers

6. Administrative Discharge

System Agency may administratively discharge any active treatment client when 50 calendar days have elapsed since the last billing end date for the client.

7. Billing for Treatment and Payment Restrictions
   A. Grantees may bill for only one level of care/service type per client per day.
      i.e., System Agency Grantee may not bill for Residential and Outpatient services concurrently.

   B. Grantees will not bill for a level of care/service type if another System Agency-funded Treatment Grantee is providing and billing System Agency for the same level of care/service type for the same client.
      i.e., two (2) System Agency programs may not duplicate services for the same client.

   C. Grantee may bill for two services in the following two exceptions:
      i. A client may receive pharmacotherapy services and/or co-occurring psychiatric and/or substance use disorder services, or ambulatory detoxification services at the same time.
      ii. If two or more Grantees provide services to the same client under this exception, the Grantees must coordinate services and not duplicate services. Both Grantees must document their service coordination.

   D. Grantees may not bill System Agency for services provided
      i. At an unlicensed site if the site is required to have a licensed, or
      ii. By a staff person who does not meet the System Agency's minimum requirements.

   E. Residential programs may hold an empty bed and bill for a client who is on a planned, approved absences for up to two consecutive service days:
      i. Grantee shall include in their planned absences for delivery in treatment plans for each pregnant female and shall ensure that a bed is available for the female upon her return.
      ii. Absences for medical treatment (including delivery), court appearances, or other emergencies may not exceed 48 hours without System Agency approval if the absence exceeds 96 hours.
      iii. Grantee shall maintain documentation necessary to support all payment requests. Grantee shall make up residential treatment hours based on the service type / level of care for the individual.

VIII. Organization / Grantee Qualifications

Grantees providing chemical dependency treatment, as defined by Texas Health and Safety Code Chapter 464, will hold an active treatment license issued by System Agency or be exempt from licensure. Failure to obtain a required license, or revocation, surrender or suspension of Grantee's license, or Grantee's ceasing to provide services, will constitute grounds for termination of the Contract or other remedies at the discretion of the System Agency.

1. License and Clinic
   Grantees that provide chemical dependency treatment, as defined by Texas Health and Safety Code Chapter 464, shall hold an active treatment license issued by System Agency or be exempt from licensure.

   The following shall constitute grounds for termination of the Contract or other remedies deemed appropriate by the System Agency;
   i. Grantee's failure to obtain a required license,
   ii. Revocation of Grantee's license,
   iii. Surrender or suspension of Grantee's license, or
   iv. Grantee's ceasing to provide services at a licensed location.

   Adding a licensed site to the Contract, Grantee will:
   i. Complete the Clinic Number Request Form
   ii. Submit the Clinic Number Request Form, and a copy of your current license to the assigned contract manager, and the SA mailbox at SubstanceAbuse.Contracts@hhsc.state.tx.us

   The assigned contract manager will reply when the clinic number is available for use by the Grantee.

2. American Society of Addiction Medicine (ASAM)
   Medical necessity for SUD treatment services will be determined by nationally recognized standards such as those from the American Society of Addiction Medicine (ASAM). The ASAM Criteria is a collection of objective guidelines that give clinicians a way to standardize assessment processes and treatment planning where patients are placed in levels of care/service type, as well as how to provide continuing integrated care, and ongoing service planning. Rather than simply focusing on a diagnosis, or an isolated symptom, the ASAM Criteria uses what's called a "multidimensional" assessment to determine how treatment might affect multiple life areas of an individual.

   There are six major life areas or dimensions detailed in the ASAM Criteria including: Acute Intoxication and/or Withdrawal Potential, Biomedical Conditions/Complications, Emotional/Behavioral/Cognitive Conditions and Complications, Readiness to Change, Relapse/Continued Use/Continued Problem Potential, and Recovery Environment. The ASAM Criteria is utilized with the CMBHS SUD Initial Assessment.

   For more information on ASAM, https://www.asam.org/

3. Medicaid Enrollment
   Grantees must be enrolled as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care Organizations (MCO) in Grantee's service region. If not already enrolled by contract start date, Grantee must enroll for National Provider Identifier (**NPI**) and Texas Provider Identifier (**TPI**) within the first quarter of the initial contract execution. Note: Grantee will not be able to gain access to CMBHS or perform services until NPI and TPI numbers have been received.

4. Charitable Choice (Faith-Based Organizations)
Grantee will comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR § 54.8(c) (4) and 54.8(b)), Charitable Choice provisions and regulations. If Grantee identifies as a faith-based or religious organization, Grantee will post a notice to advise all clients and potential clients that if the client objects to the religious character of Grantee's organization, the client has the right to be referred to another System Agency-funded Grantee that is not faith-based or that has a different religious orientation. Grantee will use the model notice provided in Appendix A of 42 CFR Part 54. Within 48 hours after a client's request for referral, Grantee will make the referral to another System Agency-funded Grantee and will ensure client's transportation to the alternate System Agency-funded Grantee.

5. Services Provided by Electronic Means
Grantee may utilize telehealth, which refers to the HIPAA compliant delivery and facilitation of medical, health, and health-related services, health information and education services utilizing telecommunications and digital communication technologies. If utilizing electronic means to perform treatment services, utilized TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.911 requirements.

   Grantee will:
   i. Ensure services provided by electronic means follow all applicable laws.
   ii. Services are delivered under the direction of the Grantee's Medical Director or Licensed Chemical Dependency Counselor or Qualified Credentialed Counselor who is responsible for treatment program oversight.

IX. Grantee Requirements

1. Priority Populations for Treatment Programs
Based on the federal priority populations established by SAMHSA Block Grant regulations, federal priority populations have been established for entering state funded substance use disorder treatment services:
   A. Pregnant injecting individuals must be admitted immediately
   B. Pregnant individuals must be admitted immediately
   C. Injecting drug users must be admitted within 14 days

   Based on the state priority populations, state priority populations have been established for entering state funded substance use disorder services:
   A. Individuals identified as being at high risk for overdose must be admitted within 72 hours
   B. Individuals referred by DFPS must be admitted within 72 hours

   Grantee will:
   A. Establish screening procedures to identify individuals of federal and state priority populations;

B. Ensure successful referral and admittance within the time frame to another System Agency-funded Grantee, or System Agency Waiting List and Capacity Management Coordinator, if a placement is not possible; and
C. Accept individuals from every region in the state and from the OSAR, when capacity is available, to accommodate federal and state priority population.

If two individuals are of equal priority status, preference may be given to the individual living in Grantee's service region.

Grantees will include a statement in all brochures, and will post a notice in all applicable lobbies, the federal and state priority population admission requirements.

2. Client Placement / Recommended Level of Care
Grantees will use CMBHS Initial SUD assessment as a guide for directing clients to the appropriate level of care/service type. Grantees will document a justification for placing a client at a different level of care/service type other than that recommended by CMBHS Initial SUD assessment.

3. Daily Capacity Management Report
Grantees that provide residential detoxification, intensive residential, or supportive residential treatment services, shall report daily available capacity, Monday through Friday, through the CMBHS, by 11:00 a.m. Central Standard Time.

Grantees that provide ambulatory detoxification and outpatient treatment, shall report the previous day's attendance in the daily capacity report the next day, Monday thru Friday, through CMBHS, by 11:00 am Central Time. i.e., Monday's daily attendance shall be reported on Tuesday and Friday's attendance shall be reported on the following Monday.

4. Wait List
The Grantee is responsible for maintenance of their own Wait List. The Wait List identifies individuals who cannot be admitted into treatment services within one week of request.

A. Grantee, upon determining the appropriate level of care, will make a wait list entry in CMBHS that details the service type the individual is waiting for and the priority population designation of the individual.
Grantee will:

i. Arrange for appropriate services in another treatment facility or provide access to interim services as indicated within 48 hours when efforts to refer to other appropriate services are exhausted.
ii. Have a written policy on Wait List management that defines why and how individuals are removed from the Wait List for any purpose other than admission to treatment.
iii. Ensure eligible individuals who cannot be admitted within one week of requesting services be placed on the CMBHS waiting list.

iv. Not hold empty beds or slots for anticipated clients for more than 48 hours. Upon admission, Grantee will close the Wait List entry, as "admitted to wait list service" in CMBHS indicating the date of admission as the Wait List end date.

v. Ensure, either directly or through referral, that individuals waiting for admission receive interim services as required by SAMHSA Block Grant requirements.

vi. Document weekly contact with all individuals on its Wait List

vii. Notify Substance Use Disorder (Substance_Use_Disorder@hhsc.state.tx.us) or System Agency Program Specialist for assistance to ensure immediate admission to other appropriate services and proper coordination when appropriate.

B. Wait List Removal When entering the waitlist removal details for a client is who being removed from the waitlist please make sure the waitlist coordinator is choosing the most appropriate removal reason. Choices include:

i. Client Started into Waitlist Service: Client admits into the service they were placed on the waitlist for. (i.e. They are on the waitlist for Intensive Residential-Adult Treatment and they admit into Intensive Residential-Adult Treatment.)

ii. Client Withdrew Request for Services: Client informs the waitlist coordinator they are no longer interested in the service for which they are on the waitlist for. (i.e. Client is on the waitlist for Intensive Residential- Adult treatment and informs the waitlist coordinator "please remove me from the list as I am no longer interested in attending Intensive Residential- Adult Treatment".)

iii. Client Started in Alternate Service: Client is on the waitlist for one type of service however the waitlist coordinator is informed the client has chosen to admit into an alternative service. (i.e. Client is on the waitlist list for Intensive Residential-Adult treatment and self-elects to admit into Outpatient-Adult Treatment instead.)

iv. Client Referred to Other Provider: Client is removed from the waitlist because they are referred to another provider. (i.e. client is on a waitlist for a facility out of their region but finds out due to extenuating circumstances they cannot leave their region and therefore the out of region provider refers the client to an in-region provider.)

v. Client Did Not Present for Service: Client does not present for their admission appointment and the facility removes them from the waitlist. (i.e. a client does not present to treatment on their scheduled admission date and that is the reason they are being removed from the waitlist.)

vi. Client Could Not Be Contacted: Client was removed from the waitlist because the provider was unable to contact them. (i.e. a provider has attempted to contact the client and been unsuccessful at getting ahold of them therefore they are being removed from the providers waitlist.)

vii. Client Deceased: The client has passed away.

viii. Other: This reason is to capture scenarios that come up and are not best otherwise categorized by any of the previous reasons. If used, this reason be accompanied by detailed information describing the situation necessitating this

removal reason. If you notice you are continually entering "Other" for the same scenario, please inform me so I can provide technical assistance.

5. Interim Services
   Grantee will directly provide Interim Services to individuals on the Wait List or refer to another organization who can admit the individual to SUD treatment services. Interim Services shall be documented in CMBHS.

   Grantee will:
   A. Provide interim services to an individual on a Wait List until the individual is admitted, to reduce the adverse health effects of substance use, promote the health of the individual, and reduce the risk of transmission communicable disease. Individuals placed on a Wait List must be offered interim services within 48 hours.
   B. Screen and maintain documentation of interim services indicated by the screening and provided in CMBHS. Interim services must include at minimum: counseling education about harm reduction and risk reduction related to substance use and prevention of communicable disease transmission.
   C. Referrals should be documented in CMBHS for HIV and/or TB treatment must be provided if necessary.
   D. For pregnant women, interim services must include counseling and education on the effects of substance use (including alcohol, tobacco, and other substances) on the fetus, as well as, referral documented in CMBHS for prenatal care, if not already engaged in prenatal care.

6. Policies and Procedures
   Grantee will:
   A. Maintain policies and procedures as required by TAC, Title 1, Part 15, Chapter 392, Subchapter F, Rule §392.511 and applicable laws and make these documents available for inspection by System Agency upon request.
   B. Develop and implement policies and procedures to protect the rights of youth, families, and adults admitted to SUD treatment services.
   C. Implement policies and procedures to ensure clients are provided with their client's rights, responsibilities, and grievance procedure.
   D. For all individuals seeking treatment services who are determined to have a diagnosis of opioid use disorder, Grantee shall engage the individual in completing the Informed Consent for Individuals Seeking Treatment Form. The appropriate, signed Informed Consent for Individuals Seeking Treatment Form shall be uploaded with the individuals' signature to an administrative note in CMBHS. The appropriate Informed Consent should be completed based on the individual. The most up to date Informed Consent documents are located at: https://hhs.texas.gov/laws-regulations/forms/search-results?field_form_number_range_tid=All&title_1=&title=informed+consent&body_value=
   E. Maintain policy and procedures and make available to System Agency upon request.

7. Drug Courts

Grantees in jurisdictions with drug courts as defined by Texas Health and Safety Code Chapter 469 will be monitored based on referral sources in the CMBHS for effectiveness of collaboration with drug courts.

8. Third Party Payors
   Grantee will comply with Third-Party Payment requirement. If services for a client are covered by a third-party payor than the Grantee is not eligible for reimbursement, Grantee will refer the client to a treatment program that is approved by the client's third-party payor.
   A. If the approved treatment program refuses treatment services to the client and documents that refusal, Grantee may provide treatment services and bill System Agency provided:
   B. The refusal, including third party payor and approved treatment program, is documented in the client file;
      i. The client meets the diagnostic criteria for substance use disorder; and
      ii. If client's third-party payor would cover or approves partial or full payment for treatment services, Grantee may bill System Agency for the non-reimbursed costs, including the deductible, provided:
         (1) The client's parent/guardian refuses to file a claim with the third party payor, or refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment, and Grantee has obtained a signed statement from the parent/guardian of refusal to pay, and Grantee has received written approval from the System Agency substance abuse program services clinical coordinator to bill for the deductible or non-reimbursed portion of the cost;
         (2) The client or parent/guardian cannot afford to pay the deductible or the non-reimbursed portion of the cost of treatment; or
         (3) The client or parent/guardian has an adjusted income at or below 200% of the Federal poverty guidelines.
      iii. If a client has exhausted all insurance coverage and requires continued treatment, Grantee may provide the continued treatment services and bill System Agency if the client meets b, i. or b, ii. above.

9. Interpreter Services for Hearing Impaired Persons Services
   Grantee will provide sign language services (telephone language services or interpreters) to clients who are deaf or hard-of-hearing receiving SUD treatment services.
   Grantee will:
   A. Provide interpreter services to clients to ensure effective communication, as well as translated written and video materials, documents, forms and information pamphlets, regarding SUD treatment services;
   B. Family members or friends will not be used as interpreters in delivery of SUD treatment services;
   C. Have an identified qualified staff member to assist clients who are deaf or hard-of-hearing.
   D. Maintain a current list of sign language interpreters who are available to provide interpreter services and make available to System Agency upon request.

E. Sign language interpreting services must be provided by an interpreter who possesses at least one of the following certification levels issued by either:
    i. Health and Human Services (HHS), Office for Deaf and Hard of Hearing Services (DHHS)
    ii. Board for Evaluation of Interpreters (BEI) - Level III/IV, OC: C (Oral Certificate: Comprehensive), OC: V (Oral Certificate: Visible), CSC (Comprehensive Skills Certificate),
    iii. National Registry of Interpreters for the Deaf (RID) - IC/TC, CI/CT, RSC (Reverse Skills Certificate), and CDI (Certified Deaf Interpreter).

F. Comply with Title III of the American with Disabilities Act of 1990 (ADA) and have telecommunications devices for the deaf and hard-of-hearing in offices where the primary means of offering goods and services is by telephone.

G. Sign language interpreter services will be used in the delivery of SUD treatment services. This will include sign language interpreter services for parent/guardian participating in a System Agency -funded family-focused curriculum.

When interpreter services for a hearing-impaired person are required, Grantee will follow the instructions on the Deaf and Hard of Hearing Services Request for Interpreter Services Form Instructions located in the Forms section on the following website: https://hhs.texas.gov/doing-business-hhs/provider-portals/behavioral-health-services-providers/substance-use-disorder-service-providers.

10. Match and Program Income
Unless waived in writing by System Agency or unless the Contract specifically states otherwise, Grantee will:
A. Contribute as match an amount equal to at least the percentage stated in the Contract;
B. Report match on each Financial Status Report or Match Report document, including description, source, and dollar amount. If the match ratio requirement is not met by the beginning of the last three months of the term of the Contract, System Agency may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency;
C. Not use program income as match without prior approval of the contract manager assigned to the Contract.

11. Minor Funding Revision
Grantee may request to move funds between service types, which is considered a minor funding revision to the contract, which will not require a contract amendment. Grantee shall submit all requests to move funds along with a justification to the assigned contract manager, the SA Mailbox at SubstanceAbuse.Contracts@hhsc.state.tx.us, and SA Program Mailbox at Substance_Use_Disorder@hhsc.state.tx.us A minor funding revision requires a request from the Grantee and an affirmative response from the System Agency CMU.

12. Personnel Requirements and Documentation
Grantee will adhere to Hiring Practices in TAC, Title 25, Part 1, Chapter 448, Subchapter F, Rule §448.601 for employees, volunteers, and students.

Grantees will:

A. Maintain current, factual, and accurate personnel documentation on each employee.
B. Ensure document authentication includes signature(s) and/or credentials when applicable, and date of signature.
C. If the document relates to past activity, ensure the date of the action is recorded.
D. Ensure documentation is permanent and legible.
E. Ensure corrections on documentation are marked through with a single line, dated, and initialed by the writer.

Required personnel documentation includes the following, as applicable:

A. Copy of the current job description signed by the employee;
B. Application or resume with documentation of required qualifications and verification of required credentials;
C. Verification of work experience;
D. Annual performance evaluations;
E. Personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
F. Documentation of appropriate screening and/or background checks, to include probation or parole documentation;
G. Signed documentation of initial and other required training;
H. Records of any disciplinary actions;
I. Training records may be stored separately from the main personnel file but must be easily accessible upon request; and
J. Health-related information must be stored separately with restricted access in accordance with TAC.

13. Licensed Clinician Rules

To perform clinical functions, a person should be appropriately licensed to perform the function and be in good standing with their respective licensing board. Based on the clinical license standards and requirements, the clinician should adhere to the requirements.

A. TAC, Title 22, Part 30, Chapter 681, Professional Counselors
B. TAC, Title 22, Part 34, Chapter 781, Social Worker Licensure
C. TAC, Title 25, Part 1, Chapter 140, Subchapter I – Licensed Chemical Dependency Counselors

14. Persons on Probation or Parole

Grantee will:

A. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractor, or volunteers on probation or parole.
B. Notify the Contract Manager assigned to the Program Attachment immediately of any of its employees, volunteers or subcontractor who are on parole or probation if the employee, volunteer or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants.

C. Maintain copies of all notices and responses, as required in item b., for System Agency review.
D. Ensure that any person who is on probation or parole is prohibited from performing direct client services or from having direct contact with clients until authorized by System Agency.

15. HIV/AIDS Model Workplace Guidelines
Grantee will:

A. Implement the System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at http://www.dshs.state.tx.us/hivstd/policy/policies, State Agencies and State Grantees Policy No. 090.021.
B. Educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health and Safety Code Sections 85.112-114.

X. Client Eligibility

SAMHSA Block Grant funded SUD treatment services will be provided to all eligible Texas residents. Eligibility for, Texas Residency, Financial Eligibility, and Clinical Eligibility must be performed prior to billing System Agency for SUD treatment services.

1. Texas Residency Eligibility
Grantees will document, in CMBHS, how the client provided proof of residency and the status of the proof. The client is not eligible for state funding until all required documents are submitted.

If an individual is identified with military status (a member of the United States military serving in the army, navy, air force, marine corps, or coast guard on active duty) and who has declared and report Texas as their state of residence, or a spouse or dependent child of the member, or dependent child of a former military member who had declared and reports Texas as their member's state of residence.

If the client's residency cannot be proven, the client can claim residency by signing an attestation statement. The Grantee is responsible for development of attestation statement document and adherence to the Texas residency requirements.

2. Financial Eligibility
The Financial Eligibility (FE) will be conducted and documented in CMBHS to determine the level of financial assistance from state funding. The current eligibility qualification is for the individual to be 200% below the federal poverty level. The FE is valid for 180 days and must be updated prior to expiration date, or when there is a change in the client's residency, income, Medicaid status, or insurance coverage. If the individual is unable to provide proof of their financial status, the individual can attest by signing an attestation statement. For more information see Third Party Payor section of this Guideline.

3. Medicaid Eligibility

While completing a FE, a Medicaid Eligibility Verification (MEV) is submitted in CMBHS and results received after the FE documentation of the client's financial situation including income, expenses, and family size is closed complete.

The CMBHS user will complete and document FE appropriately in CMBHS before charging any individual for assessment. A Grantee will not require payments for individuals determined by the FE function of CMBHS to be eligible for state funding.

4. Charges for Screenings and Assessments
   Any charges assessed to individuals for screenings and assessments must be accounted for as Program Income. The Grantee will not charge the individual for screening and assessments if the individual is eligible for System Agency funding.

5. Payment in Full
   Grantee agrees to the reimbursement by System Agency as full and complete payment for services provided and will not seek reimbursement from client for services covered under the Contract. Charges assessed and paid by the clients for services or activities while in care covered by System Agency funded Contract will be accounted for as Program Income for the Contract the client is served under.

6. Clinical Eligibility
   Texas residents must meet the clinical criteria in the most current DSM-V
   The DSM-V is utilized to determine level of involvement with substances that range from mild, moderate, to severe. Substance use disorders span a wide variety of problems arising from substance use, and cover eleven different criteria:
   A. Taking the substance in larger amounts or for longer than directed;
   B. Wanting to cut down or stop using the substance but not managing to do so;
   C. Spending a lot of time getting, using, or recovering from use of the substance;
   D. Cravings and urges to use the substance;
   E. Not managing to do what you should at work, home, or school because of substance use.
   F. Continuing to use, even when it causes problems in relationships;
   G. Giving up important social, occupational, or recreational activities because of substance use.
   H. Using substances again and again, even when it puts you in danger;
   I. Continuing to use, even when you know you have a physical or psychological problem that could be caused or made worse by the substance;
   J. Needing more of the substance to get the effect you want (tolerance); and
   K. Development of withdrawal symptoms, which can be relieved by taking more of the substance.

   The DSM-V determines the continuum of progression of substance use disorder by identifying the following:
   A. <u>Mild:</u> Two or three symptoms indicate a mild substance use disorder;
   B. <u>Moderate:</u> Four or five symptoms indicate a moderate substance use disorder; and
   C. <u>Severe:</u> Six or more symptoms indicate a severe substance use disorder.

7. Program Eligibility
   A. TRA: Adult Texas residents who meet financial and clinical criteria for System Agency -funded substance use disorder treatment services.

   B. TRF: Pregnant women and women dependent children (including women whose children are in custody of the state) who meet financial and clinical criteria for System Agency -funded substance use disorder treatment services.

   C. TRY: Youth Texas residents who meet financial and clinical criteria for System Agency -funded substance use disorder treatment services.

   D. Grantee shall adhere to TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.905 Subsections (e), (f), (g) regarding program eligibility for TRA, TRF, and TRY services.

XI. Service Delivery

1. Outpatient Treatment Services
   Grantees will operate in compliance with:
   A. TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.904 Requirements for Outpatient Treatment Programs; and
   B. Grantee requirements located in the statement of work (Exhibits I - O).

2. Residential Treatment Services
   Grantees will operate in compliance with:
   A. TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.903 *Requirements Applicable to Residential Services*;
   B. Grantee requirements located in the statement of work (Exhibits I - O); and
   C. Grantee will adhere to TAC rules applicable intensive and/or supportive services requirements.

3. Detoxification Services
   Grantees will operate in compliance with:
   A. TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.902 *Requirements Applicable to Detoxification Services*;
   B. Grantee requirements located in the statement of work (Exhibits I - O);
   C. Grantee will adhere to TAC rules applicable staffing requirements; and
   D. Grantee will adhere to TAC rules applicable residential and/or ambulatory services requirements.

4. Other Services
   A. Additional TAC Requirements for Adolescent Programs will adhere to TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.905: *Additional Requirements for Adolescent Programs*.

B. Additional TAC Requirements for Women and Children's facilities will adhere to TAC, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.910: *Treatment Services for Women and Children* and enumerated subchapters.

5. Outcome Measures
SAMHSA Block Grant providers are required to input Treatment Episode Data Sets (TEDS) often known as Outcome Measures for clients. TEDS compile client-level data for substance use disorder treatment admissions to state funded treatment programs funded by SAMHSA. State data is compiled in CMBHS at the SUD Initial Assessment and Discharge Assessment. The outcome measures are subject to change based on SAMHSA guidance.

To learn more about TEDS, https://www.samhsa.gov/data/data-we-collect/teds-treatment-episode-data-set.

The Outcome Measures are documented in the RFA, Section 2.5.4 Outcome Measures.

XII. Quality Management

Grantee will comply with the requirements stated in this section relating to the quality management process.

1. Quality Management Plan
   A. Develop and implement a Quality Management Plan (QMP) that conforms with TAC, Title 25, Part 1, Chapter 448, Subchapter E, Rule §448.504 and make the QMP available to System Agency upon request. The QMP must be developed no later than the end of the first quarter of the Contract's first contracting term.
   B. Grantee will update and revise the QMP each biennium or sooner, if necessary.
   C. Grantee's governing body will review and approve the initial QMP, within the first quarter of the Contract term, and each updated and revised QMP thereafter.
   D. The QMP must describe the methods to measure, assess, and improve:
      i. Implementation of evidence-based practices, programs, and research-based approaches to service delivery;
      ii. Client satisfaction with the services provided by Grantee;
      iii. Service capacity and access to services;
      iv. Client continuum of care; and
      v. Accuracy of data reported to the State.

2. Continuous Quality Improvement
   A. Participate in continuous quality improvement (CQI) activities as defined and scheduled by the State including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the State's desk reviews; and participating in the State's onsite or desk reviews.
   B. Submit plan of improvement or corrective action plan and supporting documentation as requested by System Agency.
   C. Participate in and actively pursue CQI activities that support performance and outcomes improvement.

D. Respond to consultation recommendations by System Agency, which may include, but are not limited to the following:
   i. Staff training;
   ii. Self-monitoring activities guided by System Agency, including use of quality management tools to self-identify compliance issues; and
   iii. Monitoring of performance reports in the System Agency electronic clinical management system.

3. Treatment Peer Review
A staff member of the Grantee may be selected for participation in the independent treatment peer review required by the Substance Abuse Prevention and Treatment (SAPT) Block Grant. If a member of Grantee's staff is selected to be a reviewer, the Grantee will ensure that the staff member participates in the treatment peer review process.

XIII. Disaster Substance Abuse Services

Grantee will be available when notified by System Agency for Disaster Services. Grantee may be required to assist in mitigating the psychological trauma experienced by victims, survivors, and responders to a disaster.

1. Disaster Service Response
   A. Grantee may assist the individual(s) or family in returning to a normal (pre-disaster) level of functioning and assist in decreasing the psychological and physical effects of acute and/or prolonged stress. In the event clients already receiving SUD are affected, Grantee may work with the affected individuals in conjunction with the individual's current support system.

   B. Grantee will adhere to TAC Rules related to Responding to Emergencies (TAC, Title 25, Part 1, Chapter 448, Subchapter G, Rule §448.707) and Emergency Evacuation (TAC, Title 25, Part 1, Chapter 448, Subchapter L, Rule §448.1203).

   C. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:
      i. Community evacuation;
      ii. Health and medical assistance;
      iii. Assessment of health and medical needs;
      iv. Health surveillance;
      v. Medical care personnel;
      vi. Health and medical equipment and supplies;
      vii. Patient evacuation;
      viii. In-hospital care and hospital facility status;
      ix. Food, drug and medical device safety;
      x. worker health and safety;
      xi. Mental health and substance abuse;
      xii. Public health information;

xiii. Vector control and veterinary services; and
xiv. Victim identification and mortuary services.

2. Policy and Procedures
Grantee will develop policies and procedures to address response and recovery for SUD services. Grantee's responsibilities include, but are not limited to the following:
A. Entering and updating as necessary or required by System Agency, into CMBHS, the names and twenty-four (24)-hour contact information for:
    i. Grantee's Risk Manager or Safety Officer; and
    ii. At least two professional staff trained in mental health, SUD, or crisis counseling, one of whom may be the Grantee's Risk Manager or Safety Officer, as disaster contacts;
B. Collaborate with System Agency and local preparedness, response, and recovery efforts.
C. Assign employees to assist System Agency to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, state, or federal emergencies;
D. Contract with System Agency to provide FEMA-funded Crisis Counseling, Assistance and Training Program(s) (CCATP) after federal declarations as appropriate. CCATP services include housing, hiring and co-managing CCATP Team(s), as appropriate, and are described at http://www.fema.gov/public-assistance-local-state-tribal-and-non-profit/recovery-directorate/crisis-counseling; and
E. Participate in disaster substance abuse education training programs as necessary and indicated by System Agency.

Treatment Service Types	Prog ID	Source Program Code	HHSAS Program Code	Activity Unit Rate	per hour/day test/visit	Days or Units (LOS)	Estimated Average Cost/Client	Associated HCPCS Code	Adult Modifier 1	Youth Modifier 1	Modifier 2	Modifier 3	Modifier 4
Treatment Services Adult (TRA)													
Adult Residential Intensive[14]	SA/TRA	373	70373	$108	day	28	$3,024	H2036	HB		TG		
Adult Residential Supportive	SA/TRA	373	70373	$41	day	35	$1,435	H2036	HB		TF		
Adult Residential Detox[13]	SA/TRA	373	70373	$224	day	5	$1,120	H0010	HB				
Adult Ambulatory Detox[13]	SA/TRA	373	70373	$85	day	6	$510	H0012	HB				
HIV Residential	SA/TRA	373	70373	$172	day	28	$4,816	H2036	TF				
Note: Clients enrolled in Medicaid are billed at this rate	SA/TRA	373	70373	$34	day	28	$952	H2022	HB		TG	HF	P3
Adult Outpatient Services[1]													
Adult Outpatient Group Counseling	SA/TRA	373	70373	$18	hour	10	$180	H0005	HB				
Adult Outpatient Group Education	SA/TRA	373	70373	$17	hour	32	$544	T1012	HB		HQ		
Adult Outpatient Individual	SA/TRA	373	70373	$58	hour	9	$522	H2035	HB				
Buprenorphine[14]	SA/TRA	373	70S75	$24	dose	365	$8,760	T1502	HB				
Methadone[14]	SA/TRA	373	70S75	$17	dose	365	$6,205	H0020	HB				
Injection, Naltrexone Extended-Release[15]	SA/TRA	373	70S75	$1,208.40	month	12	$14,501	J2315	HB				
Medical Services - Naltrexone Extended- Release [15]	SA/TRA	373	70S75	$183.82	month	12	$2,206	H0016	HB				
Infectious/Chronic Disease Screening and Testing[3, 11]													
Outpatient Visit - Immunization Consent	SA/TRA	373	70373	$40.27	visit	1	$40 27	99202	HB				
Hepatitis B - Testing	SA/TRA	373	70373	$11.84	event	1	$11.84	87340	HB				
Hepatitis C - Testing	SA/TRA	373	70373	$16.35	event	1	$16 35	86803	HB				
HIV (initial) - Testing	SA/TRA	373	70373	$27.60	event	1	$27.60	87389	HB				
HIV (confirmatory) - Testing	SA/TRA	373	70373	$10.18	event	1	$10.18	86701	HB				
Gonorrhea - Testing	SA/TRA	373	70373	$40.21	event	1	$40 21	87591	HB				
Chlamydia	SA/TRA	373	70373	$40.21	event	1	$40 21	87491	HB				
Diabetes - Testing	SA/TRA	373	70373	$11.12	event	1	$11.12	83036	HB				
TB Testing Intradermal	SA/TRA	373	70373	$7.07	event	1	$7.07						
EKG/ECG - Report and Interpretation	SA/TRA	373	70373	$6.42	event	1	$6.42	93010	HB				
EKG - Tracing Only, without Interpretation and Report	SA/TRA	373	70373	$6.42	event	1	$6.42	93005	HB				
Pregnancy Test - Urine or Blood	SA/TRA	373	70373	$9.99	event	1	$9.99	G8802	HB				
Outpatient Visit - Follow-up (Results/Linkages)	SA/TRA	373	70373	$33.27	visit	1	$33 27	99213	HB				
Comorbid Condition Services													
Hepatitis C - Treatment Coordination	SA/TRA	373	70373	$55.87	event	7	$391.09	99205	HB		HF		
Hepatitis C - Confirmatory Test	SA/TRA	373	70373	$21.10	event	1	$21.10	86804	HB		HF		
Hepatitis C - Viral Load Quanitification	SA/TRA	373	70373	$38.65	event	3	$115.95	87522	HB		HF		
Initial Interview for Diagnosis of Psychiatric Condition	SA/TRA	373	70373	113.91	event	1	$113.91	90792	HB		HF		
Thirty-Minute Physician Visit for Psychiatric Follow-Up	SA/TRA	373	70373	44.66	event	1	$44.66	90832	HB		HF		
Wound Care Management	SA/TRA	373	70373	60.34	event	1	$60 34	97597	HB		HF		
Other Support Services[15]	SA/TRA	373	70373	15	day	365	$5,475.00	T1012	HB		HG		
Medication Assisted Treatment (MAT)													
Buprenorphine[14]	SA/MAT	C99	70C99	$24	dose	365	$8,760	T1502	HB		HF	HG	HV
Methadone[14]	SA/MAT	C99	70C99	$17	dose	365	$6,205	H0020	HB		HF	HG	
Injection, Naltrexone Extended-Release[15]	SA/MAT	C99	70C99	$1,208.40	month	12	$14,501	J2315	HB		HG		
Medical Services - Naltrexone Extended-Release[15]	SA/MAT	C99	70C99	$183.82	month	12	$2,206	H0016	HB		HG		
New Admission Health Screening Services													
Outpatient Visit - Initial Health Screening and Consent[11]	SA/MAT	C99	70C99	$40.27	visit	1	$40 27	99202	HB		HG		
Hepatitis B - Surface Antigen Test	SA/MAT	C99	70C99	$11.84	event	1	$11.84	87340	HB		HG		
Hepatitis C - Antibody Test	SA/MAT	C99	70C99	$16.35	event	1	$16 35	86803	HB		HG		
HIV (initial) - Ag/Ab EIA Combination Test	SA/MAT	C99	70C99	$27.60	event	1	$27.60	87389	HB		HG		
HIV (confirmatory) - Multispot Test	SA/MAT	C99	70C99	$10.18	event	1	$10.18	86701	HB		HG		
Gonorrhea - Urine-based Test	SA/MAT	C99	70C99	$40.21	event	1	$40 21	87591	HB		HG		
Chlamydia - Urine-based Test	SA/MAT	C99	70C99	$40.21	event	1	$40 21	87491	HB		HG		
Diabetes - Glycosylated (A1C) Test	SA/MAT	C99	70C99	$11.12	event	1	$11.12	83036	HB		HG		
TB Testing Intradermal	SA/MAT	C99	70C99	$7.07	event	1	$7.07	3510F	HB		HG		
EKG/ECG - Report and Interpretation	SA/MAT	C99	70C99	$6.42	event	1	$6.42						
EKG - Tracing Only, without Interpretation and Report	SA/MAT	C99	70C99	$6.42	event	1	$6.42						
Urine Pregnancy Test	SA/MAT	C99	70C99	$9.99	event	1	$9.99						

Treatment Service Types	Prog ID	Source Program Code	HHSAS Program Code	Activity Unit Rate	per hour/day test/visit	Days or Units (LOS)	Estimated Average Cost/Client	Associated HCPCS Code	Adult Modifier 1	Youth Modifier 1	Modifier 2	Modifier 3	Modifier 4
Outpatient Visit - Results and Referrals[11]	SA/MAT	C99	70C99	$33.27	visit	1	$33 27	99213	HB		HG		
Comorbid Condition Services[6]													
Hepatitis C - Treatment Coordination	SA/MAT	C99	70C99	$55.87	event	7	$391.09	99205	HB				
Hepatitis C - Confirmatory Test	SA/MAT	C99	70C99	$21.10	event	1	$21.10	86804	HB				
Hepatitis C - Viral Load Quanitification	SA/MAT	C99	70C99	$38.65	event	3	$115.95	87522	HB				
Initial Interview for Diagnosis of Psychiatric Condition	SA/MAT	C99	70C99	113.91	event	1	113 91	90792	HB				

Exhibit P, Fee-for-Service Rates

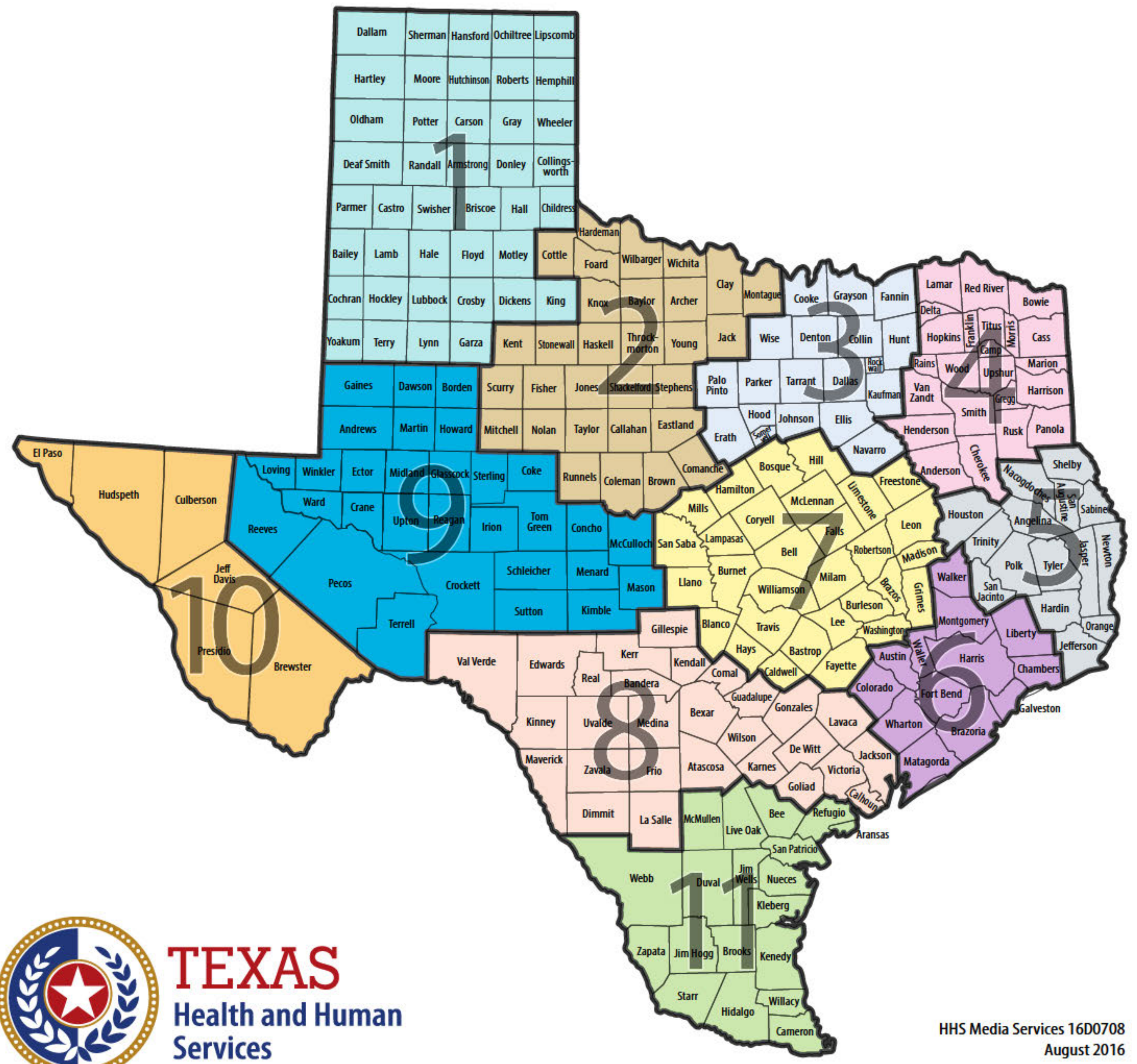
Treatment Service Types	Prog ID	Source Program Code	HHSAS Program Code	Activity Unit Rate	per hour/day test/visit	Days or Units (LOS)	Estimated Average Cost/Client	Associated HCPCS Code	Adult Modifier 1	Youth Modifier 1	Modifier 2	Modifier 3	Modifier 4
Thirty-Minute Physician Visit for Psychiatric Follow-Up	SA/MAT	C99	70C99	44.66	event	1	44.66	90832	HB				
Wound Care Management	SA/MAT	C99	70C99	60.34	event	1	60.34	97597	HB				
Other Support Services[15]	SA/MAT	C99	70C99	15	day	365	$5,475.00	T1012	HB		HG	HV	
Adult Specialized Female Services (TRF)													
Adult Spec Fem Residential Intensive[14]	SA/TRF	434	70434	$108	day	30	$3,240	H2036	HB		HD	TG	
Adult Spec Fem Residential Supportive	SA/TRF	434	70434	$79	day	30	$2,370	H2036	HB		HD	TF	
Adult Spec Fem Residential Detox[13]	SA/TRF	434	70434	$224	day	5	$1,120	H0010	HB		HD		
Adult Spec Fem Ambulatory Detox	SA/TRF	434	70434	$85	day	6	$510	H0012	HB		HD		
Adult Spec Fem W/C Residential Intensive[13]	SA/TRF	434	70434	$208	day	45	$9,360	H2036	HD		TG		
Note: Clients enrolled in Medicaid under 21 years old are billed at this rate.	SA/TRF	434	70434	$52	day	35	$1,820	H2022		HA	HD	TG	HF
Note: Clients enrolled in Medicaid over 21 years old are billed at this rate.	SA/TRF	434	70434	$103	day	35	$3,605	H2022	HB		HD	TG	HF
Adult Spec Fem W/C Residential Supportive	SA/TRF	434	70434	$177	day	35	$6,195	H2036	HD		TF		
Adult Specialized Female Outpatient Services[1]													
Adult Spec Female Outpatient Group Counseling[13]	SA/TRF	434	70434	$28	hour	10	$280	H0005	HB		HD		
Adult Spec Female Outpatient Group Education	SA/TRF	434	70434	$17	hour	32	$544	T1012	HB		HD	HQ	
Adult Spec Female Outpatient Individual[13]	SA/TRF	434	70434	$77	hour	9	$693	H2035	HB		HD		
NAS-MAT Neonatal Abstinince Syndrome - Medication Assisted Treatment (NAS-MAT)													
Spec Female Buprenorphine[14]	SA/NAS-MAT	B92	70B92	$26	dose	365	$9,490	T1502	HB		HG	HD	HF
Spec Female Methadone[14]	SA/NAS-MAT	B92	70B92	$18	dose	365	$6,570	H0020	HB		HG	HD	HF
Injection, Naltrexone Extended-Release[15]	SA/NAS-MAT	B92	70B92	$1,208.40	month	12	$14,501	J2315	HB		HD		
Medical Services - Naltrexone Exented-Release[15]	SA/NAS-MAT	B92	70B92	$183.82	month	12	$2,206	H0016	HB		HD		
Outpatient Visit - Health Screening Consent, Immunization and Information[11]	SA/NAS-MAT	B92	70B92	$40.27	visit	1	$40 27	99202	HB		HD		
EKG/ECG - Report and Interpretation	SA/NAS-MAT	B92	70B92	$6.42	event	1	$6.42	93010	HB		HD		
EKG - Tracing Only, without Interpretation and Report	SA/NAS-MAT	B92	70B92	$6.42	event	1	$6.42	93005	HB		HD		
TB Testing Intradermal	SA/NAS-MAT	B92	70B92	$7.07	event	1	$7.07	3510F	HB		HG	HD	
Hepatitis B - Surface Antigen Test	SA/NAS-MAT	B92	70B92	$11.84	event	1	$11.84	87340	HB		HD		
Hepatitis C - Antibody Test	SA/NAS-MAT	B92	70B92	$16.35	event	1	$16 35	86803	HB		HD		
HIV (initial) - Ag/Ab EIA Combination Test	SA/NAS-MAT	B92	70B92	$27.60	event	1	$27.60	87389	HB		HD		
HIV (confirmatory)) - Multispot Test	SA/NAS-MAT	B92	70B92	$10.18	event	1	$10.18	86701	HB		HD		
Gonorrhea - Urine-based Test	SA/NAS-MAT	B92	70B92	$40.21	event	1	$40 21	87591	HB		HD		
Chlamydia - Urine-based Test	SA/NAS-MAT	B92	70B92	$40.21	event	1	$40 21	87491	HB		HD		
Diabetes - Glycosylated (A1C) Test	SA/NAS-MAT	B92	70B92	$11.12	event	1	$11.12	83036	HB		HD		
Pregnancy Test - Urine or Blood	SA/NAS-MAT	B92	70B92	$9.99	event	1	$9.99	G8802	HB		HD		
Outpatient Visit - Results and Referrals[11]	SA/NAS-MAT	B92	70B92	$33.27	visit	1	$33 27	99213	HB		HD		
Comorbid Condition Services[8, 9]													
Hepatitis C - Treatment Coordination	SA/NAS-MAT	B92	70B92	$55.87	event	7	$391.09	99205	HB		HG		
Hepatitis C - Confirmatory Test	SA/NAS-MAT	B92	70B92	$21.10	event	1	$21.10	86804	HB		HG		
Hepatitis C - Viral Load Quanitification	SA/NAS-MAT	B92	70B92	$38.65	event	3	$115.95	87522	HB		HG		
Initial Interview for Diagnosis of Psychiatric Condition	SA/NAS-MAT	B92	70B92	113.91	event	1	$113.91	90792	HB		HG		
Thirty-Minute Physician Visit for Psychiatric Follow-Up	SA/NAS-MAT	B92	70B92	44.66	event	1	$44.66	90832	HB		HG		
Wound Care Management	SA/NAS-MAT	B92	70B92	60.34	event	1	$60 34	97597	HB		HG		
Other Support Services[15]	SA/NAS-MAT	B92	70B92	15	day	365	$5,475.00	T1012	HB		HG	HD	
Co-Occurring Psychiatric and Substance Abuse Disorders (COPSD)													
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD)-Adult	SA/COPSD	390	70390	$64	hour	17	$1,088	H0006	HB				
Co-occurring Psychiatric & Substance Abuse Disorders (COPSD)-Youth	SA/COPSD	390	70390	$64	hour	17	$1,088	H0006		HA			
Youth Treatment Services (TRY)													
Youth Residential Intensive	SA/TRY	387	70387	$161	day	60	$9,660	H2036		HA	TG		
Note: Clients enrolled in Medicaid are bill at this rate.	SA/TRY	387	70387	$25	day	60	$1,500	H2022		HA	HF		
Youth Residential Supportive	SA/TRY	387	70387	$102	day	30	$3,060	H2036		HA	TF		
Youth Outpatient Services[1]													
Youth Outpatient Group Counseling[13]	SA/TRY	387	70387	$28	hour	3	$84	H0005		HA			
Youth Outpatient Group Education	SA/TRY	387	70387	$17	hour	9	$153	T1012		HA	HQ		
Youth Outpatient Individual	SA/TRY	387	70387	$58	hour	2	$116	H2035		HA			
Youth Adolescent Support	SA/TRY	387	70387	$60	hour	2	$120	H2016		HA			

Exhibit P, Fee-for-Service Rates

Treatment Service Types	Prog ID	Source Program Code	HHSAS Program Code	Activity Unit Rate	per hour/day test/visit	Days or Units (LOS)	Estimated Average Cost/Client	Associated HCPCS Code	Adult Modifier 1	Youth Modifier 1	Modifier 2	Modifier 3	Modifier 4
Youth Adolescent Support-Medicaid Youth Wraparound [2]	SA/TRY	387	70387	$60	hour	5	$300	H2016		HA	HV		
Youth Family Counseling	SA/TRY	387	70387	$75	hour	16	$1,200	T1006		HA	TF		
Youth Family Counseling-Medicaid Youth Wraparound-Parent Education Sessions [2]	SA/TRY	387	70387	$75	hour	6	$450	T1006		HA	TF	HV	
Youth Family Support	SA/TRY	387	70387	$75	hour	4	$300	T1006		HA	HF		
Youth Family Support-Medicaid Youth Wraparound [2]	SA/TRY	387	70387	$75	hour	4	$300	T1006		HA	HF	HV	
Youth Psychiatrist Consultation	SA/TRY	387	70387	$125	hour	1	$125	90801		HA			

Health and Human Services (HHS) Offices by County

Regional offices	○
Cities and rivers	○
HHS regions	●
HHS region labels	●
County boundaries	●
County names	●



HHS Media Services 16D0708
August 2016

List of Counties by Region

Region 1

Armstrong
Bailey
Briscoe
Carson
Castro
Childress
Cochran
Collingsworth
Crosby
Dallam
Deaf Smith
Dickens
Donley
Floyd
Garza
Gray
Hale
Hall
Hansford
Hartley
Hemphill
Hockley
Hutchinson
King
Lamb
Lipscomb
Lubbock
Lynn
Moore
Motley
Ochiltree
Oldham
Parmer
Potter
Randall
Roberts
Sherman
Swisher
Terry
Wheeler
Yoakum

Region 2

Archer
Baylor
Brown
Callahan
Clay
Coleman
Comanche
Cottle
Eastland
Fisher
Foard
Hardeman
Haskell
Jack
Jones
Kent
Knox
Mitchell
Montague
Nolan
Runnels
Scurry
Shackelford
Stephens
Stonewall
Taylor
Throckmorton
Wichita
Wilbarger
Young

Region 3

Collin
Cooke
Dallas
Denton
Ellis
Erath
Fannin
Grayson
Hood
Hunt
Johnson
Kaufman
Navarro
Palo Pinto
Parker
Rockwall
Somervell
Tarrant
Wise

Region 4

Anderson
Bowie
Camp
Cass
Cherokee
Delta
Franklin
Gregg
Harrison
Henderson
Hopkins
Lamar
Marion
Morris
Panola
Rains
Red River
Rusk
Smith
Titus
Upshur
Van Zandt
Wood

Region 5

Angelina
Hardin
Houston
Jasper
Jefferson
Nacogdoches
Newton
Orange
Polk
Sabine
San Augustine
San Jacinto
Shelby
Trinity
Tyler

Region 6

Austin
Brazoria
Chambers
Colorado
Fort Bend
Galveston
Harris
Liberty
Matagorda
Montgomery
Walker
Waller
Wharton

Region 7

Bastrop
Bell
Blanco
Bosque
Brazos
Burleson
Burnet
Caldwell
Coryell
Falls
Fayette
Freestone
Grimes
Hamilton
Hays
Hill
Lampasas
Lee
Leon
Limestone
Llano
Madison
McLennan
Milam
Mills
Robertson
San Saba
Travis
Washington
Williamson

Region 8

Atascosa
Bandera
Bexar
Calhoun
Comal
DeWitt
Dimmit
Edwards
Frio
Gillespie
Goliad
Gonzales
Guadalupe
Jackson
Karnes
Kendall
Kerr
Kinney
LaSalle
Lavaca
Maverick
Medina
Real
Uvalde
Val Verde
Victoria
Wilson
Zavala

Region 9

Andrews
Borden
Coke
Concho
Crane
Crockett
Dawson
Ector
Gaines
Glasscock
Howard
Irion
Kimble
Loving
Martin
Mason
McCulloch
Menard
Midland
Pecos
Reagan
Reeves
Schleicher
Sterling
Sutton
Terrell
Tom Green
Upton
Ward
Winkler

Region 10

Brewster
Culberson
El Paso
Hudspeth
Jeff Davis
Presidio

Region 11

Aransas
Bee
Brooks
Cameron
Duval
Hidalgo
Jim Hogg
Jim Wells
Kenedy
Kleberg
Live Oak
McMullen
Nueces
Refugio
San Patricio
Starr
Webb
Willacy
Zapata

EXHIBIT R: HHSC GUIDELINES FOR THE USE OF EXTENDED-RELEASE INJECTABLE NALTREXONE

A. TREATMENT CONSIDERATIONS

The medical literature supports the use of opioid substitution therapy as first-line treatment for patients with opioid use disorders. Substance Abuse and Mental Health Services Administration (SAMHSA), American Society of Addiction Medicine (ASAM) and the Veterans Administration (VA) indicate that extended-release injectable naltrexone may be an acceptable alternative to opioid substitution therapy in selected patients.

Careful patient selection is essential in order to maximize the chance of long-term treatment success and to minimize the risk of adverse outcomes including relapse and overdose. Several organizations, including SAMHSA[1], VA[2], ASAM[3] and Providers' Clinical Support System for Medication Assisted Treatment (PCSS-MAT)[4] have published guidance on which patients may be the best candidates for treatment with extended-release injectable naltrexone. Patient selection criteria based on that guidance and on a review of the other available literature are included below. These criteria are intended as guidelines and should not be considered a substitute for the clinical judgment of the treating physician.

The optimal duration of treatment with extended-release injectable naltrexone has not been determined. Most studies have been based on six (6) months of medication, but data on long-term outcomes is lacking. The decision to discontinue medication must be determined on a case-by-case basis and in conjunction with patient preference, taking into account the relative risks and benefits.

As with other forms of medication-assisted treatment (MAT), extended-release injectable naltrexone must only be used as part of a comprehensive program of treatment that includes counseling and behavioral therapy. Patients should be encouraged to participate in recovery-related activities in addition to formal counseling.

B. PHYSICIAN EDUCATION REQUIREMENTS

Prior to initiation of treatment with extended-release injectable naltrexone, the ordering physician must gain a thorough understanding of the use of this medication in the treatment of patients with opioid use disorder. The treating physician must:

1. Become familiar with the published guidelines for the use of this medication, such as those by SAMHSA, ASAM and the VA;
2. Become familiar with and follow the Food & Drug Administration (FDA) prescribing information, REMS and manufacturer's recommendations regarding the appropriate use and administration of the medication;
3. Become familiar with and follow the Texas Health and Human Services Commission Texas Department of State Health Services (DSHS) / Department of Aging and Disability Services Drug Formulary[5], which includes the *Reserve Drug Criteria* and *Audit Criteria also referenced in the Interim Formulary Updates and located at* http://dshs.texas.gov/mhprograms/Formulary.shtm.

4. In addition to the resources previously mentioned, the physician may wish to access continuing medical education (CME) such as that offered by PCSS-MAT[6] at https://pcssnow.org/medication-assisted-treatment/naltrexone/

C. PATIENT SELECTION

To be considered a candidate for treatment with extended-release injectable naltrexone, a patient must meet all of the following screening requirements:

1. Have an FDA indication;
2. Not have a contraindication;
3. Be fully detoxified and verified abstinent from all opioids;
4. Be at significant risk for relapse;
5. Be willing and able to participate in ongoing care and follow-up;
6. Be non-pregnant, not intending to become pregnant and using a reliable form of contraception.

Those patients meeting the following additional criteria may then be considered appropriate candidates for the use of extended-release injectable naltrexone:

1. Have considered and rejected agonist treatment due to one (1) or more of the following reasons:
    a. Treatment failure with prior agonist maintenance;
    b. Not interested in agonist maintenance;
    c. Not able to access agonist maintenance.
2. Be highly motivated and committed to maintaining abstinence in the opinion of the patient’s treatment providers and as evidenced by:
    a. regular attendance at and participation in group and/or individual counseling;
    b. appropriate behaviors in the treatment setting;
    c. no positive drug screens.
3. Be actively engaged in recovery-related activities, e.g. peer supported groups such as 12-step, SMART, etc.
4. Have a less severe form of opioid use disorder based on route of administration and/or duration, level and pattern of use
5. Have no history of relapse or have a history of long periods of abstinence between relapses.
6. Have good social supports and a stable home environment.
7. Be psychiatrically stable.

Patients that meet any of the following criteria are likely better served by treatment with agonist maintenance:

1. Advanced liver disease;
2. History of opioid overdose(s);
3. Limited social supports (e.g. homeless, unstable lives);
4. History of psychiatric illness that worsened after previous detoxifications;
5. Heavy marijuana use (due to increased risk of psychosis);
6. Chronic pain requiring opioid medications.

D. INFORMED CONSENT & INITIATION OF TREATMENT

It is the responsibility of the ordering physician to ensure that the patient is fully informed about all available treatment alternatives, along with the risks and potential benefits associated with each alternative[7]. SAMHSA has published a guide entitled *Decisions in Recovery: Treatment for Opioid Use Disorder Handbook*[8] that may be of assistance to patients in making treatment choices, but such materials are intended to supplement rather than replace the discussion between physician and patient.

Out of respect for the patient's autonomy, counseling must be given in a non-directive fashion, occur face-to-face and provide an opportunity for the patient to ask questions prior to initiation of treatment.

Prior to initiation of treatment with extended-release injectable naltrexone, the physician must:

1. Inform the patient of all options for medical treatment of opioid use disorder, including:
    a. methadone and buprenorphine for long-term maintenance;
    b. medication-assisted detoxification; and
    c. post-detoxification control of craving and other symptoms.
2. Ensure that the patient is an appropriate candidate for the use of the medication, in accordance with the selection criteria above, national guidelines and best practices;
3. Inform the patient of all risks associated with use of the medication as outlined in the FDA prescribing information, including:
    a. Vulnerability to opioid overdose
        i. following discontinuation of the medication
        ii. during attempts to overcome the medication's blockade effect
    b. Precipitation of opioid withdrawal
    c. Injection site reactions
    d. Hepatotoxicity
    e. Depression & Suicidality
    f. Potential issues with acute pain management
    g. Eosinophilic pneumonia
    h. Hypersensitivity reactions
4. Ensure that the patient is opioid free for a sufficient period of time to avoid precipitation of acute withdrawal, as evidenced by patient self-report, drug screening and a naloxone challenge test.

E. ONGOING TREATMENT AND FOLLOW-UP

Patients must be followed no less than weekly for the first four (4) weeks, then no less than monthly until one (1) month after last injection. Post-treatment surveillance must include patient contacts every month for three (3) months, then every three (3) months for an additional twelve (12) months.

Face-to-face counseling must occur at a minimum of once monthly to coincide with injections, with additional visits and / or telephone contacts as deemed appropriate by the provider.

F. DATA COLLECTION REQUIREMENTS

In order to assess safety and long-term outcomes, HHSC requires certain data to be collected for patients undergoing treatment with extended-release injectable naltrexone. Details of data collection requirements will be at the discretion of HHSC and a data collection form will be provided.

G. REFERENCES

1. Clinical Use of Extended-Release Naltrexone in the Treatment of Opioid Use Disorder: A Brief Guide https://store.samhsa.gov/system/files/sma14-4892r.pdf
2. VA/DoD Clinical Practice Guidelines: Management of Substance Use Disorder (SUD) (2015) https://www.healthquality.va.gov/guidelines/MH/sud/
3. The ASAM National Practice Guideline for the Use of Medications in the Treatment of Addiction involving Opioid Use https://www.asam.org/docs/default-source/practice-support/guidelines-and-consensus-docs/asam-national-practice-guideline-supplement.pdf
4. PCSS-MAT Training Resource Page including multiple applicable publications http://pcssmat.org/opioid-resources/medication-assisted-treatment-for-opioid-addiction/
5. Texas Health and Human Services Commission Texas Department of State Health Services (DSHS) / Department of Aging and Disability Services Drug Formulary which includes the *Reserve Drug Criteria* and *Audit Criteria* also referenced in the *Interim Formulary Updates*, can be found at: http://dshs.texas.gov/mhprograms/Formulary.shtm
6. PCSS-MAT Training CME modules https://pcssnow.org/medication-assisted-treatment/naltrexone/ AMA Code of Medical Ethics, Chapter 2.1: Informed Consent & Shared Decision Making https://www.ama-assn.org/delivering-care/ama-code-medical-ethics
7. Decisions in Recovery: Treatment for Opioid Use Disorder Handbook https://store.samhsa.gov/system/files/sma16-4993.pdf

EXHIBIT S: SUBSTANCE ABUSE PREVENTION AND TREATMENT (SAPT) BLOCK GRANT CONTRACT SUPPLEMENT

A. The following are important details regarding federal award requirements for Grantees funded with SAPT Block Grant funds:

1. The Catalog of Domestic Federal Assistance (CFDA) number for the SAPT Block Grant is 93.959.

2. The award period covers the term identified in the Contract.

As a subrecipient of the SAPT Block Grant, the Grantee must adhere to each of the applicable requirements below:

B. 45 CFR § 96.127 Requirements Regarding Tuberculosis (TB)

1. The Grantee must, directly or through arrangements with other public or nonprofit private entities, routinely make available the following TB services to each individual receiving treatment for substance abuse:
   a. Counseling the individual with respect to TB.
   b. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
   c. Appropriate medical evaluation and treatment for individuals infected by mycobacteria TB.
2. For clients denied admission on the basis of lack of capacity, the Grantee must refer such clients to other providers of TB services.
3. The Grantee must have infection control procedures that are consistent with those established by Texas Department of State Health Services, Infectious Disease Control Unit, to prevent the transmission of TB and that address the following:
   a. Screening and identifying those individuals who are at high risk of becoming infected.
   b. Meeting all state reporting requirements while adhering to federal and state confidentiality requirements, including 42 CFR Part 2.
   c. Case management activities to ensure that individuals receive such services.
   d. The Grantee must report all individuals with active TB to the Texas Department of State Health Services, Infectious Disease Control Unit, as required by state law and in accordance with federal and state confidentiality requirements, including 42 CFR Part 2.

C. 45 CFR § 96.131 Treatment Services for Pregnant Women

1. The Grantee must give preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services.

2. If the Grantee serves an injecting drug-abusing population, the Grantee must give preference to treatment as follows:
    a. Pregnant injecting drug users.
    b. Other pregnant substance abusers.
    c. Other injecting drug users.
    d. All others.
3. The Grantee must refer pregnant women to the State when the Grantee has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
4. The Grantee must make interim services available within forty-eight (48) hours to pregnant women who cannot be admitted because of lack of capacity.
5. The Grantee must offer interim services, when appropriate, that include, at a minimum,[1] the following:
    a. Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
    b. Referral for HIV or TB treatment services, if necessary.
    c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus.
    d. Refer pregnant women for prenatal care.

D. 45 CFR § 96.132 ADDITIONAL REQUIREMENTS

1. The Grantee must make continuing education in substance abuse treatment and prevention available to employees who provide the services.
2. The Grantee must have in effect a system to protect patient records from inappropriate disclosure, and the system must:
    a. Comply with all applicable state and federal laws and regulations, including 42 CFR Part 2; and
    b. Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

[1] Interim services may also include federally approved interim methadone maintenance.

E. 45 CFR § 96.135 Restrictions on the Expenditure of the Grant

1. The Grantee cannot expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
   a. The individual cannot be effectively treated in a community-based, nonhospital, residential treatment program.
   b. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program.
   c. A physician makes a determination that the following conditions have been met:
      i. The primary diagnosis of the individual is substance abuse, and the physician certifies that fact.
      ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program.
      iii. The service can reasonably be expected to improve the person's condition or level of functioning.
      iv. The hospital-based substance abuse Contractor follows national standards of substance abuse professional practice
   d. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program)
2. Further, the Grantee cannot expend SAPT Block Grant funds to:
   a. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
   b. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
   c. Provide financial assistance to any entity other than a public or nonprofit private entity.
   d. Make payments to intended recipients of health services.
   e. Provide individuals with hypodermic needles or syringes.
   f. Provide treatment services in penal or correctional institutions of the State

F. 45 CFR § 96.137 PAYMENT SCHEDULE

The Grantee must ensure that SAPT Block Grant funds for special services for pregnant women and women with dependent children, TB services, and HIV early intervention services are the "payment of last resort," and the Grantee must make every reasonable effort to do the following to pay for these services:

1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any state compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
2. Secure from individuals or client's payments for services in accordance with their ability to pay.

G. Audit

The Grantee shall adhere to the following requirements:

1. If the Grantee expends seven hundred fifty thousand dollars ($750,000.00) or more in federal financial assistance during the program's fiscal year, an independent financial and compliance audit must be completed by a Certified Public Accounting firm in accordance with 2 CFR 200 Uniform Grant Guidance. The Grantee must submit two (2) copies of the audit report to the Texas Health and Human Services Commission within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section of the Texas Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.16.1. One (1) of these copies must be submitted electronically by the Grantee at https://hhsportal.hhs.state.tx.us/heartwebextrSau as described in instructions that will be provided by the Texas Health and Human Services Commission.

2. The Grantee must also submit a data collection form and reporting package to the Federal Audit Clearinghouse.
3. The Grantee may access the Transactions List report in the Clinical Management for Behavioral Health Services (CMBHS) system to identify the amount of Federal Financial Assistance included in this award by each transaction.
4. If the Certified Public Accounting firm's audit report includes findings or questioned costs, the Grantee must submit updates on the implementation of the corrective action plan to the Texas Health and Human Services Commission at Single_Audit_Report@hhsc.state.tx.us by the designated due date provided by the Texas Health and Human Services Commission.
5. The Grantee must retain records to support expenditures and make those records available for review or audit by appropriate officials of SAMHSA, the awarding agency, the General Accountability Office and/or their representatives.

H. Salary Limitation

The Grantee cannot use the SAPT Block Grant to pay salaries in excess of Level I of the Federal Senior Executive pay scale.

I. Charitable Choice

1. If the Grantee is an SAPT Block Grant-funded Grantee that is part of a faith-based organization, the Grantee may:
    a. Retain the authority over its internal governance.
    b. Retain religious terms in its name.
    c. Select board members on a religious basis.
    d. Include religious references in the mission statements and other governing documents.
    e. Use space in its facilities to offer Block Grant-funded activities without removing religious art, icons, scriptures, or other symbols.
2. If the Grantee is part of a faith-based organization, the Grantee cannot use SAPT Block Grant funds for inherently religious activities such as the following:
    a. Worship.
    b. Religious instruction.
    c. Proselytization.
3. The Grantee may only engage in religious activities listed under Section I (2) above if both of the following conditions are met:
    a. The activities are offered separately, in time or location, from Block Grant-funded activities.
    b. Participation in the activities is voluntary.
4. In delivering services, including outreach activities, SAPT Block Grant-funded religious organizations cannot discriminate against current or prospective program participants based upon:
    a. Religion.
    b. Religious belief.
    c. Refusal to hold a religious belief.
    d. Refusal to actively participate in a religious practice.

5. If an otherwise eligible client objects to the religious character of the Grantee, the Grantee shall refer the client to an alternative provider within a reasonable period of time of the objection.

6. If the Grantee is a religious organization, the Grantee must:

   a. Use generally accepted auditing and accounting principles to account for SAPT Block Grant funds similar to other nongovernmental organizations.

   b. Segregate federal funds from non-federal funds.

   c. Subject federal funds to audits by the government.

   d. Apply Charitable Choice requirements to commingled funds when state/local funds are commingled with Block Grant funds.

J. 45 CFR § 96.126 Capacity of Treatment for Intravenous Substance Abusers

If the Grantee treats injecting drug users, the Grantee must:

1. Within seven (7) days, notify the State whenever the Grantee has reached ninety percent (90%) of its treatment capacity.

2. Admit each individual who requests and is in need of treatment for intravenous drug abuse:

   a. No later than fourteen (14) days after making the request; or

   b. Within one hundred twenty (120) days of the request if the Grantee has no capacity to admit the individual, the Grantee makes interim services available within forty-eight (48) hours, and the Grantee offers the interim services until the individual is admitted into a substance abuse treatment program

3. Offer interim services, when appropriate, that include, at a minimum, two of the following:

   a. Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission do not occur.

   b. Referral for HIV or TB treatment services, if necessary.

   c. Counseling pregnant women on the effects of alcohol and other drug use on the fetus and referrals for prenatal care for pregnant women.

4. Maintain a waiting list that includes a unique individual identifier for each injecting drug abuser seeking treatment, including individuals receiving interim services while awaiting admission.

5. Maintain a mechanism that enables the program to:

a. Maintain contact with individuals awaiting admission.

b. Consult with the State’s capacity management system to ensure that waiting list clients are admitted or transferred to an appropriate treatment program within a reasonable geographic area at the earliest possible time.

EXHIBIT T: COMPREHENSIVE, CONTINUUM OF CARE FOR FEMALES (CCC) STATEMENT OF WORK (SOW)

SECTION I: PURPOSE

To provide comprehensive case management services, community-based linkage, and retention services through pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in Substance Use Disorder (SUD) treatment.

SECTION II: GOALS

Respondent will increase service coordination pre-treatment, during treatment and post-treatment for the target population.

SECTION III: TARGET POPULATION

Pregnant and parenting women who are eligible for pre-treatment, during treatment and post-treatment who meet clinical and Financial Eligibility for System Agency funding.

SECTION IV: RESPONDENT RESPONSIBILITIES

Respondent will:

A. Service Requirements
   1. Establish and maintain current working letters of agreements with a community resource network of service providers which encourage networking, collaboration, and referrals to help address the needs of the target population.
   2. Letters of Agreement will discuss functions of both Parties, how each will address non-duplication of services, and include confidentiality and referral requirements.
   3. Letters of Agreements should be maintained with at minimum Outreach, Screening, Assessment, and Referral (OSAR) Provider, Pregnant, Parenting Intervention (PPI), Programs (if located in the Region), and Recovery Support Services (RSS) Programs.
   4. Document specified activities and services in System Agency CMBHS system in accordance with the Contract and instructions provided by System Agency, unless otherwise noted.
      b. Maintain all documents that require Participant/Client or staff signature in the physical record for review by System Agency.
      c. Upload documentation that is handwritten and not transcribed into the CMBHS record.

B. Pre-Entry Services:
   1. Ensure accessibility to service coordination activities by maintaining locations, hours and days of service that best meet the needs of the target population.
   2. Ensure no waitlist for Pre-Entry Services is established. If there is a need for a waitlist, contact System Agency for assistance in maintenance and/or technical assistance.
   3. In addition to providing pre-entry services at their own Program site, Respondent may provide pre-entry services at external community organization sites serving the target population and their families identified by the Participant/Client.
   4. Directly provide referrals to community Programs and community resources to increase access to other care needs.
   5. Provide all services in a trauma-informed, culturally competent, and developmentally appropriate manner for Participants.

6. Provide interim services as indicated by SAMHSA Block Grant requirements including but not limited to, as indicated, interim services required for pregnant women, including but not limited to HIV Risk Reduction counseling, Referral for HIV Testing, Referral to Prenatal Care, Referral for TB screening/treatment, referral to substance use education.
7. Provide home visits as needed and as appropriate and as agreed upon by Participant/Client.
8. Assist with transportation and Supervision of the Participants' children during activities as needed and as appropriate.
9. Provide at a minimum, distribution of risk-reduction education and tools targeting people who use or misuse substances, including overdose prevention and tobacco cessation education, information, and materials applicable to the target population.
10. Conduct linkage and retention activities to improve Participant outcomes and enroll eligible Participants in interim support services.
11. Provide an average ten percent (10%) of time weekly coordinating with community partners to improve services for Program Participants. This coordination may include but is not limited to presentations for community partners to explain your Program, coordinated street outreach efforts, health fairs, tours of facilities which may serve Participants.
12. In addition, family-based interim services may be offered as needed and indicated to Clients.
13. Participate in pre-entry services coordination including but not limited to DFPS family team meetings, and drug court hearing, etc.

C. During Services:
1. Provide services to the target population who are concurrently admitted to SUD treatment Programs if the services are coordinated and sequenced to avoid duplication of service and case manage for transitional assistance in discharge from treatment setting.
2. Ensure that any Program Client being unsuccessfully discharged or disengaging, due to non-attendance or non-compliance, are referred to the Linkage Specialist for follow up Motivational Interviewing attempts and/or future attempts in the community.
3. Develop and implement a policy and procedure for prior to discharge requirements as non-completer for System Agency review.
4. Provide appropriate referrals and referral follow ups to Participants based on the SUD assessment that include referrals and referral follow ups to this Contract.
5. Provide ongoing, weekly coordinated case management activities that promote engagement, re-engagement, and retention/maintenance in medical care, as appropriate.
6. Ensure that co-case management is not a duplication of service, but rather a set of agreed upon, joint, coordinated activities that clearly delineate the unique and separate roles of case managers who work jointly and collaboratively with the Client's knowledge and consent to partialize and prioritize goals to effectively achieve Client goals.
7. Ensure access to appropriate primary medical care, including Prenatal Care and reproductive health services.
8. Assist eligible Clients with obtaining community assistance/ support as eligible.
9. Ensure access to appropriate pediatric medical care, including well-child visits and developmental screenings.

10. Coordinate with Child Protective Services, and/or court system, and other child placement situations, to increase access to child(ren) not residing with pregnant woman and/or woman with Dependent Children.
11. Ensure the following Recovery Oriented Values and Principles in their organization's service delivery:
    a. Choice and Self-Determination;
    b. Community Integration;
    c. Peer Culture;
    d. Family Orientation;
    e. Continuity of Care;
    f. Partnership-Counselor Relationship;
    g. Culturally and Linguistically Competent; and
    h. Promote Recovery Coach Self-Care.
12. In addition, family-based services may be offered as needed and indicated to Clients.

D. Post-Services:
1. Schedule a post-services follow-up visit conducted face to face or via phone as agreed upon by Client within five (5) business days from discharge.
2. Provide at minimum four (**4) hours** per employee of drop-in time where Clients can present, without appointment, with additional needs, information, and referrals as needed and appropriate.
3. Provide at a minimum, distribution of individual-level risk-reduction education, and tools targeting people who use or misuse substances, including overdose prevention and tobacco cessation education, information, and materials applicable to the target population.
4. Conduct alternative activities to the target population to promote healthy lifestyles and family bonding.
5. As indicated or agreed upon at discharge by both Parties, conduct home visits or community-based visits to address the Client's post-services and needs.
6. Provide a minimum of one (1) hour per week of After-Care and/or Social Support Group to provide alternative activities for past Clients / Participants as long as the mutually agreed upon.
7. In addition, family-based post-services may be offered as needed and indicated to Clients.

SECTION V: GUIDANCE ON ALLOWABLE COSTS

1. Respondent will provide participant-centered public health education materials including but not limited to overdose prevention information and tools, reproductive health education and materials, and hygiene kits for the population and their children.
2. Ensure that the total cost of participant-centered supplies and assistance will not exceed ten percent (10%) of the total funding amount of this Contract. If the participant-centered supplies and assistance are not described within this Contract, Respondent will submit request with justification to the SubstanceAbuse.Contracts@hhsc.state.tx.us email box and System Agency Program Specialist to receive written response before incurring costs.
3. Ensure children receive services to address their needs and support health development including coordinated care for services.
4. Respondent may provide Participant assistance as follows:

a. One-time funds, may be used by Respondent, for up to three hundred fifty dollars ($350.00) per Participant to obtain suitable housing, such as transitional housing, sober housing, or affordable housing. Assistance may include moving fees, rental deposits, daycare expenses, or System Agency approved assistance. The total amount for one-time funds will not exceed three thousand five-hundred dollars ($3,500.00) for the period of this Contract.
b. One-time funds, may be used by Respondent, up to one hundred fifty dollars ($150.00) per Participant, for utilities. One-time funds will not be utilized without assurance that utilizes will be re-instated. The total amount of utility assistance will not exceed two thousand dollars ($2,000.00) for the period of this Contract.
c. Transportation. This includes bus passes, rails, taxi, gas, etc., not to exceed three thousand dollars ($3,000.00) per the period of this Contract.
d. One-time funds, may be used by Respondent, to obtain official documents, such as Identification Cards and/or Birth Certificates, for Participants and their children, not to exceed one hundred dollars ($100) for one-time costs per Participant.
e. Child-related costs to assist with discharge planning, such as vehicle child seats, safe sleep areas, not to exceed one hundred dollars ($100) for one-time cost per child per Participant.

5. Purchase of food, snacks, or beverages for consumption by Participants during the psycho-educational support group session is allowed for psycho-educational support group activities to actively engage Participants and be effective in these activities. The cost of snacks, food, or light meals will be reasonable

SECTION VI: STAFFING AND STAFF COMPETENCIES

1. Ensure direct care staff includes at minimum one (1) full time Linkage Specialist and one (1) full time Recovery Coach eligible for certification within six (6) months of employment.
2. Ensure Linkage Specialist will meet the following requirements:
   a. A high school diploma or equivalency; and
   b. One (1) year of experience in one (1) or more of the following with the target population:
      i. Patient Navigation;
      ii. Case Management;
      iii. Outreach and prevention;
      iv. SUD treatment or intervention;
      v. Working with individuals who have been incarcerated; and
      vi. Homeless individuals.
3. Ensure Recovery Coach will meet the following requirements:
   a. Ability to establish empathy with an individual;
   b. Ability to work with diverse populations and cultural backgrounds;
   c. Comfortable with working independently in community settings;
   d. Ability to focus on and reinforce positive strengths and behaviors;
   e. A high level of energy and commitment;
   f. Acceptance of extremely flexible working hours;
   g. Open attitude towards pathways to Recovery; and
   h. Stable personal Program of Recovery.
4. Ensure the supervisors of Recovery Coaches support their coaches in understanding:

   a. Boundary setting (personal, finance, emotional, ethical, and sexual);
   b. Maintaining confidentiality;
   c. The role of a Recovery Coach; and
   d. How to respond to complaints.
5. Within sixty (60) days of hire and prior to providing services, ensure all direct care staff receive below trainings prior to conducting services including:
   a. Motivational Interviewing (MI) techniques;
   b. Trauma-Informed Care;
   c. Harm Reduction strategies;
   d. Community outreach;
   e. Prenatal and Postpartum Care related to substance exposure;
   f. Ethics; and
   g. Education on Substance Use and Misuse
6. Ensure all direct care staff receive a minimum of ten (10) hours of annual training on any of the combinations of topics listed below. The trainings can be completed by using any type of medium outlet at the discretion of the Respondent.
   a. Stages of Change;
   b. MI techniques;
   c. Cultural Sensitivity and Competency;
   d. Understanding and Preventing Infection Disease;
   e. Risk- and harm-reduction strategies;
   f. SUD and trauma issues;
   g. Community outreach;
   h. Substance Exposed Pregnancy (including but not limited Fetal Alcohol Spectrum Disorder or Neonatal Abstinence Syndrome);
   i. Tobacco cessation education; or
   j. Ethics.
7. Ensure appropriate staff participate in System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.

PERFORMANCE MEASURES

Number of new (unduplicated) Participants who enroll in pre-entry treatment services.	
Number of on-going Participants who enrolled in treatment services.	
Number of post-treatment services.	

OUTCOME MEASURES

Total number of Participants enrolled in pre-entry treatment services who successfully entered treatment services.	
Total number of Participants enrolled in Recovery Support Services post-treatment services.	

Substance Use Treatment Services
Outpatient Treatment Services ***(Form E-1)***
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-1	**Outpatient Treatment Services**			
E-1 / 1	Evaluate Applicant's experience providing outpatient treatment services.	30%		
E-1 / 1	Evaluate Applicant's description of their accreditation.	20%		
E-1 / 2	Evaluate Applicant's description of how they developed the program schedule for outpatient treatment services to accommodate client's needs.	20%		
E-1 / 2	Evaluate Applicant's description of how they maintain the program schedule for outpatient treatment services to accommodate client's needs.	10%		
E-1 / 3	Evaluate Applicant's strategies to ensure access to outpatient treatment services for the target population (e.g., the facility is located on a bus route, provide bus passes, gas cards, etc.).	20%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

Substance Use Treatment Services
Residential Treatment Services *(Form E-2)*
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-2	**Residential Treatment Services**			
E-2 / 1	Evaluate Applicant's experience in providing residential treatment services.	20%		
E-2 / 1	Evaluate Applicant's accreditation information and any efforts to obtain accreditation if not currently accredited.	20%		
E-2 / 2	Evaluate Applicant's accommodations to ensure off-site needs of clients are met (including but not limited to a comprehensive list of community resources, the referral process and accommodations (transportations) to community resources, individualized assessment for mental health, medical/physical health, and other needs).	20%		
E-2 / 3	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals with medical needs leaving residential treatment services (intensive and/or supportive).	10%		
E-2 / 3	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals with mental health needs leaving residential treatment services (intensive and/or supportive).	10%		
E-2 / 3	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals with recovery support services leaving residential treatment services (intensive and/or supportive).	10%		
E-2 / 3	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals with social support and other needs leaving residential treatment services (intensive and/or supportive).	10%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

Substance Use Treatment Services
Detoxification / Withdrawal Management Services ***(Form E-3)***
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-3	**Detoxification / Withdrawal Management Services**			
E-3 / 1	Evaluate Applicant's experience in providing detoxification management services.	30%		
E-3 / 1	Evaluate Applicant's description of their accreditation.	20%		
E-3 / 2	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals leaving detoxification services (residential / ambulatory) for medical services.	10%		
E-3 / 2	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals leaving detoxification services (residential / ambulatory) for behavioral health services.	30%		
E-3 / 2	Evaluate Applicant's coordination efforts to ensure successful transition and discharge planning for individuals leaving detoxification services (residential / ambulatory) for social support and other needs.	10%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

Substance Use Treatment Services
Co-Occurring Psychiatric and Substance Use Disorder (COPSD) ***(Form E-4)***
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-4	**Co-Occurring Psychiatric and Substance Use Disorder (COPSD)**			
E-4 / 1	Evaluate Applicant's description of how the client's needs are addressed, by COPSD direct care staff, when mental health needs may be outside the licensee's scope of practice	25%		
E-4 / 2	Evaluate Applicant's description of training requirements for Technical Competencies.	5%		
E-4 / 2	Evaluate Applicant's description of training requirements for Knowledge Competencies.	5%		
E-4 / 2	Evaluate Applicant's description of training requirements for Interpersonal Competencies.	5%		
E-4 / 2	Evaluate Applicant's description of how COPSD Staff will be evaluated on Knowledge, Technical, and Interpersonal Competencies.	10%		
E-4 / 3	Evaluate Applicant's description on how clients enrolled in COPSD services benefited from the Applicant's established community relationships	25%		
E-4 / 4	Evaluate Applicant's description of their coordinated and integrated support services to ensure both mental health and substance use needs are met when client's are discharged from COPSD services	25%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

Substance Use Treatment Services
Youth Recovery Communities (YRC) ***(Form E-5)***
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-5	**Youth Recovery Communities (YRC)**			
E-5 / 1	Evaluate Applicant's description of how they will ensure YRC services are appropriate to meet the needs of individuals.	15%		
E-5 / 2	Evaluate Applicant's description of how they will utilize YRC services to improve the outcomes of participants' lives.	15%		
E-5 / 3	Evaluate Applicant's basic training plan for new employees and volunteers in the YRC program.	5%		
E-5 / 4	Evaluate Applicant's basic training requirement for the supervisor of YRC programs.	5%		
E-5 / 5	Evaluate Applicant's description of how substance use disorder treatment services will align with recovery services (e.g., current or future collaborations in the Applicant's local service area).	10%		
E-5 / 6	Evaluate Applicant's efforts and future plans to engage individuals to join youth recovery.	10%		
E-5 / 7	Evaluate Applicant's description of how youth peer leaders will provide services to the target population beginning with service development and implementation to provide YRC services to individuals	10%		
E-5 / 8	Evaluate Applicant's description of how youth peer leaders will develop recovery plans with participants, including how youth peer leaders will develop future recovery plans with participants.	10%		
E-5 / 9	Evaluate Applicant's description of their current community relationships which encourage networking, collaboration, and referrals to help address the client's needs and support systems.	10%		
E-5 / 10	Evaluate the Organization's coordinated and integrated support services to ensure long-term recovery.	10%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

Substance Use Treatment Services
Medication Assisted Treatment (MAT) Services for MAT and NAS-MAT Programs *(Form E-6)*
Criteria, Subcriteria Sheet
RFA #HHS0006637

Evaluator				
Respondent				
Form E / Question	**Criteria**	**Weight**	**Score**	**Comments**
E-6	**Medication Assisted Treatment (MAT) Services**			
E-6 / 1	Evaluate Applicant's experience providing Medication Assisted Treatment (MAT) services for the MAT and/or NAS-MAT Programs target population.	15%		
E-6 / 1	Evaluate Applicant's accreditation providing Medication Assisted Treatment (MAT) services for the MAT and/or NAS-MAT Programs target population.	10%		
E-6 / 1	Evaluate Applicant's credentialing status providing Medication Assisted Treatment (MAT) services for the MAT and/or NAS-MAT Programs target population.	10%		
E-6 / 2	Evaluate the Applicant's hours of operations.	15%		
E-6 / 2	Evaluate the Applicant's afterhours coverage.	10%		
E-6 / 2	Evaluate the Applicant's new admissions schedule for MAT services for the MAT and/or NAS-MAT Programs target population.	5%		
E-6 / 3	Evaluate Applicant's coordination of MAT services for individuals who are unable to attend in person (i.e., clients in residential care, incarcerated, etc.)	5%		
E-6 / 4	Evaluate Applicant's coordination efforts to ensure successful discharge planning for individuals with medical needs leaving MAT services for the MAT and/or NAS-MAT Programs.	5%		
E-6 / 4	Evaluate Applicant's coordination efforts to ensure successful discharge planning for individuals with behavioral health needs leaving MAT services for the MAT and/or NAS-MAT Programs.	5%		
E-6 / 4	Evaluate Applicant's coordination efforts to ensure successful discharge planning for individuals with recovery support services leaving MAT services for the MAT and/or NAS-MAT Programs.	5%		
E-6 / 4	Evaluate Applicant's coordination efforts to ensure successful discharge planning for individuals with social services and other needs leaving MAT services for the MAT and/or NAS-MAT Programs.	5%		
E-6 / 5	Evaluate Applicant's education and case management services provided for adults receiving MAT services for the MAT and/or NAS-MAT Programs.	5%		
E-6 / 5	Evaluate Applicant's education and case management services provided for pregnant / postpartum women receiving MAT services for the MAT and/or NAS-MAT Programs.	5%		
	Subtotal	**100%**		
	TOTAL (%)	**100%**		

FORM A: RESPONDENT INFORMATION

Section I. Applicant Information

Applicant Legal Name:						
Applicant DBA Name, if applicable:					**Region:**	
Business Main Address:					**Zip Code:**	
County:						
City/State:						
Type of Entity: Check all that apply	☐ Nonprofit ☐ For-Profit ☐ Governmental Entity ☐ Local Mental / Behavioral Health Authority ☐ Faith Based Organization (Nonprofit organization)					
Organization Contact Person:		**Phone Number:**		**E-mail:**		
Back-Up Organization Contact Person:		**Phone Number:**		**E-mail:**		
Authorized Representative:						
Authorized Representative Signature:						
DUNS Number:						
Federal Tax ID No:						
National Provider Identifier No.:						
Texas Provider Identifier No.:						

FORM A: RESPONDENT INFORMATION

Note: Applicant shall provide supportive documentation verifying the DUNS Number, Federal Tax Identification Number., National Provider Identifier Number, and the Texas Provider Identifier Number.

Section II. Programs/Service Type(s)/Service(s) Applying

Please check the Region Respondent is applying to serve (one Application per Region) **Region applying to serve:** ☐ 1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11
Program:
Please check all Programs the Respondent is applying to serve **Program:** ☐ TRA ☐ TRY ☐TRF ☐ COPSD ☐YRC ☐ MAT ☐NAS-MAT
Service Type/Service:
If applying for TRA, please check service type(s) applying: ☐ Residential Detoxification ☐ Detoxification Ambulatory/Outpatient ☐ Intensive Residential ☐ HIV Statewide Intensive Residential ☐ Supportive Residential ☐ Outpatient
If applying for TRF, please check service type(s) applying: ☐ Residential Detoxification ☐ Detoxification Ambulatory/Outpatient ☐ Intensive Residential ☐ Intensive Residential (Women and Children's) ☐ Supportive Residential (Women and Children's) ☐ Supportive Residential ☐ Outpatient
If applying for TRY, please check service type(s) applying: ☐ Intensive Residential ☐ Supportive Residential ☐ Outpatient
If applying for COPSD, please check service applying: ☐ COPSD

FORM A: RESPONDENT INFORMATION

If applying for YRC, please check service applying: ☐YRC
If applying for MAT, please check service applying: ☐ MAT
If applying for NAS-MAT, please check service applying: ☐NAS-MAT

FORM A: RESPONDENT INFORMATION

Section III. Regulatory Information

For each service type, the corresponding box should be completed. In addition, each regulatory license pertaining to this application must be submitted for each clinic location.

Service Type: Residential Detoxification		
License Number(s):		
Setting:	☐ Residential Detoxification	
Gender:	☐ Male ☐ Female	
Age Group:	☐ Adult	
State the number of residential beds that will be committed to HHSC:		

Service Type: Detoxification Ambulatory/Outpatient		
License Number(s):		
Setting:	☐ Detoxification Ambulatory / Outpatient	
Gender:	☐ Male ☐ Female	
Age Group:	☐ Adult	
State the number of slots that will be committed to HHSC:		

Service Type: Intensive Residential		
License Number(s):		
Setting:	☐ Intensive Residential	
Gender:	☐ Male ☐ Female	
Age Group:	☐ Adult ☐ Youth	
State the number of residential beds that will be committed to HHSC:		

FORM A: RESPONDENT INFORMATION

Service Type: Supportive Residential	
License Number(s):	
Setting:	☐ Supportive Residential
Gender:	☐ Male ☐ Female
Age Group:	☐ Adult ☐ Youth
State the number of residential beds that will be committed to HHSC:	

Service Type: Outpatient	
License Number(s):	
Setting:	☐ Outpatient
Gender:	☐ Male ☐ Female
Age Group:	☐ Adult ☐ Youth
State the number of outpatient slots that will be committed to HHSC:	

Service Type: HIV Statewide Intensive Residential	
License Number(s):	
Setting:	☐ Intensive Residential
Gender:	☐ Male ☐ Female
Age Group:	☐ Adult
State the number of residential beds that will be committed to HHSC:	

FORM A: RESPONDENT INFORMATION

Service Type: Intensive Residential (Women and Children's)		
License Number(s):		
Setting:	☐ Intensive Residential	
Gender:	☐ Female	
Age Group:	☐ Adult	
State the number of residential beds that will be committed to HHSC:		

Service Type: Supportive Residential (Women and Children's)		
License Number(s):		
Setting:	☐ Supportive Residential	
Gender:	☐ Female	
Age Group:	☐ Adult	
State the number of residential beds that will be committed to HHSC:		

Service: Co-Occurring Psychiatric and Substance Use Disorder	
License Number(s) (only if applicable):	
How many full-time staff persons will be assigned to COPSD direct care services? (please see **Exhibit K: Co-Occurring Psychiatric and Substance Use Disorders (COPSD) Statement of Work (SOW)**)	

Service Type: Medication Assisted Treatment	
License Number(s):	
State the number of approved to treat that will be committed to HHSC:	

Service Type: Neonatal Abstinence Syndrome - Medication Assisted Treatment	
License Number(s):	
State the number of approved to treat that will be committed to HHSC:	

FORM B-1: GOVERNMENTAL ENTITY

Authorized Officials

Legal Business Name of Respondent:	

Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______
Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______
Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______
Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______
Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______
Name: ______ **Title:** ______ **Phone** ______ Ext. ______ **Fax:** ______ **Email:** ______	**Mailing Address (incl. street, city, county,** ______ ______ ______ ______

FORM B-2: NONPROFIT OR FOR-PROFIT ENTITY

Board of Directors and Principal Officers

Legal Business Name of Respondent:	

Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.). In addition, if entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

		Mailing Address (incl. street, city, county, state, & zip):
Name:		
Title:		
Phone:	Ext.	
Fax:		
Email:		

		Mailing Address (incl. street, city, county, state, & zip):
Name:		
Title:		
Phone:	Ext.	
Fax:		
Email:		

		Mailing Address (incl. street, city, county, state, & zip):
Name:		
Title:		
Phone:	Ext.	
Fax:		
Email:		

		Mailing Address (incl. street, city, county, state, & zip):
Name:		
Title:		
Phone:	Ext.	
Fax:		
Email:		

		Mailing Address (incl. street, city, county, state, & zip):
Name:		
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM C: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative information may be used in screening and/or evaluating proposals.

Legal Business Name of	

Identifying Information

1. **The respondent must attach the following information:**
   If a Governmental Entity Complete Form B-1.
   - Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

   If a Nonprofit or For-Profit Entity Complete Form B-2.
   - Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the board of directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
   - Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. **Is respondent a nonprofit organization?**

   ☐ **YES** ☐ **NO**

   If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

   ☐ (a) A copy of a current valid IRS exemption certificate.

   ☐ (b) A statement from a state taxing body, State Attorney General, or other appropriate state official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

   ☐ (c) A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.

☐ (d) Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

Conflict of Interest and Contract History

The respondent must disclose any existing or potential Conflict of Interest relative to the performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with HHSC, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFA. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of HHSC, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by HHSC that a Conflict of Interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFA if the bid includes financial participation with the respondent by a person who received compensation from HHSC to participate in preparing the specifications or the RFA on which the bid is based.

3. **Does anyone in the respondent organization have an existing or potential Conflict of Interest relative to the performance of the requirements of this RFA?**

   ☐ **YES** ☐ **NO**

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. **Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in the preparation of the specifications or documentation for this RFA participate financially with respondent as a result of an award under this RFA?**

   ☐ **YES** ☐ **NO**

   If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential Conflict of Interest or create the appearance of impropriety?**

☐ **YES** ☐ **NO**

If YES, detail any such actual or potential Conflict of Interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. Are any current or former employees of the respondent current or former employees of HHSC (within the last twenty-four (24) months)?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Are any proposed personnel related to any current or former employees of HHSC?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. Has any member of respondent's executive management, project management, governing board or principal officers been employed by HHSC twenty-four (24) months prior to the proposal due date?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?

☐ **YES** ☐ **NO**

10. Is respondent or any member of respondent's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

11. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or nonprofit entity?**

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

12. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code 2261.053?**

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

13. **Has respondent had a contract with HHSC within the past twenty-four (24) months?**

☐ **YES** ☐ **NO**

If YES, list the HHSC Contract and Attachment number(s):

HHSC Contract Number(s)

If NO, respondent must be able to demonstrate fiscal solvency. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. HHSC will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.*

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO THIS FORM, SHOULD BE INSERTED HERE.

FORM D: CONTACT PERSON INFORMATION

Legal Business Name of Respondent:	

This form provides information about the appropriate contacts in the respondent's organization in addition to those on ***Form A: Respondent Information****.* ***ALL*** *phone numbers should be a direct line to the designated individual. If any of the following information changes during the term of the contract, please send written notification to the* ***substance abuse contract management unit via the assigned contract manager.***

Contacts			
Last Name:		Last Name:	
First Name:		First Name:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	
Last Name:		Last Name:	
First Name:		First Name:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	
Last Name:		Last Name:	
First Name:		First Name:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	

Additional Contacts	
Last Name:	Last Name:

First Name:	First Name:
Title:	Title:
Email:	Email:
Phone:	Phone:
Last Name:	Last Name:
First Name:	First Name:
Title:	Title:
Email:	Email:
Phone:	Phone:
Last Name:	Last Name:
First Name:	First Name:
Title:	Title:
Email:	Email:
Phone:	Phone:
Last Name:	Last Name:
First Name:	First Name:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM E-1: TRA, TRF, TRY - OUTPATIENT TREATMENT SERVICES

1. Describe the organization's experience and any accreditation provided regarding outpatient treatment service.

2. Describe how the organization develops and maintains the program schedule for outpatient treatment services, to accommodate client's needs.

FORM E-1: TRA, TRF, TRY - OUTPATIENT TREATMENT SERVICES

3. Describe the organization's strategies to ensure the target population(s) have access to outpatient treatment services.

FORM E-2: TRA, TRF, TRY: RESIDENTIAL TREATMENT SERVICES

1. Describe the organization's experience providing residential treatment service (intensive and/or supportive). Describe any accreditation, including efforts toward accreditation if not currently accredited, related to providing residential treatment service (intensive and/or supportive).

2. Describe accommodations made to ensure off-site needs of clients are met while in residential treatment services (including but not limited to a comprehensive list of community resources; the referral process and accommodations (transportations) to community resources; and individualized assessment for mental health, medical/physical health, and other needs).

FORM E-2: TRA, TRF, TRY: RESIDENTIAL TREATMENT SERVICES

3. Describe coordination efforts to ensure successful transition and discharge planning for individuals leaving residential treatment services (intensive and/or supportive) (including medical, mental health, recovery support services, social support, and other needs).

FORM E-3: TRA, TRF - DETOXIFICATION SERVICES/WITHDRAWAL MANAGEMENT SERVICES

1. Describe the organization's experience and any accreditation providing detoxification management services (residential and/or ambulatory).

2. Describe coordination efforts to ensure successful transition and discharge planning for individuals leaving detoxification services (residential / ambulatory) (including medical, behavioral health, social support and other needs).

Form E-4: Co-Occurring Psychiatric and Substance Use Disorder (COPSD) Program Narrative

1. Describe how the client's needs are addressed by COPSD direct care staff when mental health needs may be outside the licensee's scope of practice.

2. Describe Organization's direct care staff training requirements as described in Texas Administrative Code, Title 25, Part 1, Chapter 448, Subchapter I, Rule §448.908 (Technical, Knowledge and Interpersonal Competencies). Describe how the COPSD Staff will be evaluated on the competencies prior to providing COPSD services.

3. Describe the benefits to the clients enrolled in COPSD service from the organization's established community relationships.

4. At client's discharge from COPSD services, describe the organization's coordinated and integrated support services to ensure both mental health and substance use needs are met.

FORM E-5: YOUTH RECOVERY COMMUNITIES (YRC) PROGRAM OVERVIEW

1. Describe how the organization will ensure that YRC services are appropriate to meet the needs of individuals (e.g., age, developmentally, and culturally).

FORM E-5: YOUTH RECOVERY COMMUNITIES (YRC) PROGRAM OVERVIEW

2. Describe how your organization will utilize YRC services to improve the outcomes of participants' lives.

3. Describe the basic training plan for new employees and volunteers in the YRC program.

4. Describe the basic training requirement for the supervisor of YRC programs.

5. Describe how substance use disorder treatment services will align with recovery services (e.g., current or future collaborations in your local service area).

FORM E-5: YOUTH RECOVERY COMMUNITIES (YRC) PROGRAM OVERVIEW

6. Describe efforts and future plans to engage individuals to join youth recovery.

7. Describe how youth peer leaders will provide services to the target population beginning with service development and implementation to provide such services to individuals.

FORM E-5: YOUTH RECOVERY COMMUNITIES (YRC) PROGRAM OVERVIEW

8. Describe how youth peer leaders will develop recovery plans with participants, to also include future plans.

9. Describe current community relationships which encourage networking, collaboration, and referrals to help address the needs of the clients, and their support systems.

10. Describe the organization's coordinated and integrated support services to ensure long-term recovery.

Form E-6: Medication Assisted Treatment (MAT) Services for Medication Assisted Treatment (MAT) Program and Neonatal Abstinence Syndrome Medication Assisted Treatment (NAS-MAT) Program

Clinic Location: ____________________

1. Describe the Organization's experience, accreditation, and credentialing status providing Medication Assisted Treatment (MAT) services for the MAT and/or NAS-MAT Programs target population.

2. Describe the Organization’s hours of operations, including afterhours coverage, and days available for new admissions to MAT services for the MAT and/or NAS-MAT Programs target populations.

3. How does the Organization coordinate medications for individuals who are unable to attend in person (i.e., clients in residential care, incarcerated, etc.)?

4. Describe coordination efforts to ensure successful discharge planning for individuals leaving MAT services for the MAT and/or NAS-MAT Programs target population. (includes medical, behavioral health, recovery support services, social support, and other needs).

Form E-6: Medication Assisted Treatment (MAT) Services for Medication Assisted Treatment (MAT) Program and Neonatal Abstinence Syndrome Medication Assisted Treatment (NAS-MAT) Program

5. Describe the education and case management services provided for individuals receiving MAT services for the MAT and/or NAS-MAT Programs target population.

FORM F: PERFORMANCE MEASURES AND GOALS (YRC ONLY)

Legal Business Name of Respondent:	
Region:	
County(ies) to be Served by the Program:	

Respondent shall provide the projected performance measures per state fiscal year quarter, in accordance with the funding requested:

YOUTH RECOVERY COMMUNITIES (YRC)	Sept-Nov	Dec-Feb	Mar-May	Jun-Aug	TOTAL
The number of new participants with a case opened during the reporting month					

In the event a Contract is awarded, Respondent agrees that performance measures will be used to assess, in part, the Respondent's effectiveness in providing the services described. HHSC will provide the final performance measures in accordance to the funding awards, which may be different than the information provided within the application.

FORM G: FINANCIAL MANAGEMENT & ADMINISTRATION QUESTIONNAIRE

Legal Business Name of Respondent:	
Region:	

Introduction

By accepting an award from Health and Human Services Commission (HHSC) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's Program implementation and financial staff is essential for the success of the Project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions are aware of the financial and administrative requirements applicable to grants and subgrants. Key Personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the HHSC award.

All HHSC contractors are required to have a financial management system in place that meets federal and State standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each HHSC Contract. The system must be able to capture and report expenditures by the budget cost categories for each HHSC Contract. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each HHSC Contract. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

All contractors must comply with applicable cost principles, audit requirements, and administrative requirements in the **Exhibit B, HHSC Uniform Terms and Conditions – Grant, Version 2.16.1**.

Additional information on requirements pertaining to accounting and financial management systems can in the Contractor's Financial Procedures Manual available online at: http://www.dshs.texas.gov/contracts/cfpm.shtm.

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

a) Is the accounting system computerized, manual or a combination of both;

b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;

c) When do you close your general ledger (e.g., monthly by the 10th of the following month);

d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.

Click here to enter text.

Answer each of the following questions with either a "yes" or "no" answer by checking the respective box.

1. **Is your accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

   ☐ **YES** ☐ **NO**

2. **Does your accounting system have the capability of identifying the receipt and expenditures of Program funds and Program income separately for each HHSC Contract/Program Attachment?**

   ☐ **YES** ☐ **NO**

3. **Does your accounting system provide for the recording of expenditures for each HHSC Contract/Program Attachment by the budget cost categories shown in the proposed budget?**

   ☐ **YES** ☐ **NO**

4. **Does your accounting system provide for the segregation of direct and indirect expenses and the allocation of Indirect Costs?**

   ☐ **YES** ☐ **NO**

5. **Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

   ☐ **YES** ☐ **NO**

6. **Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

   ☐ **YES** ☐ **NO**

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. **Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to State and federal Contracts/grants?**

   ☐ **YES** ☐ **NO**

2. **Does your organization have written accounting policies and procedures?**

   ☐ **YES** ☐ **NO**

3. **Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?**

   ☐ **YES** ☐ **NO**

4. **Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

   ☐ **YES** ☐ **NO**

5. **Are all disbursements approved prior to payment?**

   ☐ **YES** ☐ **NO**

6. **Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

   ☐ **YES** ☐ **NO**

7 **Are there written procedures and internal controls established for the procurement of goods and services?**

☐ **YES** ☐ **NO**

8. **Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?**

☐ **YES** ☐ **NO**

9. **Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?**

☐ **YES** ☐ **NO**

10. **Do supporting documents accompany checks for the check signer's signature?**

☐ **YES** ☐ **NO**

11. **Are supporting documents marked when paid to prevent reuse or duplication of payment?**

☐ **YES** ☐ **NO**

12. **Are invoices coded to identify allocation of payment by cost objective and sub-account?**

☐ **YES** ☐ **NO**

13. **Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?**

☐ **YES** ☐ **NO**

14. **As Program income is to be used for Program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?**

☐ **YES** ☐ **NO**

15. **Do you have written personnel policies?**

    ☐ **YES** ☐ **NO**

16. **Does your policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?**

    ☐ **YES** ☐ **NO**

17. **Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?**

    ☐ **YES** ☐ **NO**

18. **Do you have written job descriptions with set salary levels for each employee?**

    ☐ **YES** ☐ **NO**

19. **Do you have on file authorizations covering rates of pay, withholding and deductions for each employee?**

    ☐ **YES** ☐ **NO**

The Financial Management and Administration Questionnaire must be signed by an authorized person who has either completed or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Print Name: ____

Signature: ____

Title: ____

Personnel Category Detail

Organization Name:

Region:

Personnel

Functional Title	Justification	Existing	Proposed	Vacant	Total FTE's	Total Avg Monthly Salary/Wage	Number of Months	Funding Source	Salary / Wages Requested for Project
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
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					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
					0				-
Cash Total									-
In Kind Match Total									-
Salary Wage Total									-

Fringe Benefits

Total Fringe Benefit %:

Fringe Benefit Amounts

Cash:	$0.00
In Kind Match:	$0.00
Fringe Benefits Total:	$0.00

List the types of costs that comprise your organization's fringe benefits

Travel Category Detail

Organization Name: 0

Indicate Policy Used

- (●) Organization's Travel Policy *
- ( ) State of Texas Travel Policy

*** Include travel policy in renewal response if using Organization's travel policy**

Conference / Workshop Travel Costs

Description of Conference / Workshop	Justification	Location City/State	Number of Days	Number of Employees	Total Auto Mileage Cost	Airfare	Meals	Lodging	Other Costs	Funding Source	Total
											$0
											$0
											$0
											$0
											$0
											$0
											$0
											$0
											$0
											$0
Total Cash for Conference / Workshop											**$0**
Total In Kind Match for Conference / Workshop											**$0**
Total for Conference / Workshop Travel											**$0**

Other / Local Travel Costs

Justification	Mileage Reimbursement Rate	Number of Miles	Mileage Cost	Other Costs	Funding Source	Total Cost
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
			$0			$0
Total Cash for Other / Local Travel						**$0**
Total In Kind Match for Other / Local Travel						**$0**
Total for Other / Local Travel						**$0**

Cash Total	**$0**
In Kind Match Total	**$0**
Total Travel Costs:	**$0**

Equipment Category Detail

Organization Name 0

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Funding Source	Total Cost
					$0
					$0
					$0
					$0
					$0
					$0
					$0
Cash Total					**$0**
In Kind Match Total					**$0**
Total Amount Requested for Equipment					**$0**

Supplies Category Detail

Organization Name 0

Description of Item	Purpose & Justification	Funding Source	Total Cost
Cash Total			**$0**
In Kind Match Total			**$0**
Total Amount Requested for Supplies			**$0**

Contractual Category Detail

Organization Name: 0

Contractor	Type	Description of Services	Justification	Payment Basis	Payment Rate	Number of Payments	Funding Source	Total Cost
Cash Total								**$0**
In Kind Match Total								**$0**
Total Amount Requested for Contractual								**$0**

Other Category Detail

Organization Name: 0

Description of Item	Purpose & Justification	Funding Source	Total Cost
Cash Total			**$0**
In Kind Match Total			**$0**
Total Amount Requested for Other			**$0**

Indirect Category Detail

Organization Name 0

Indirect Cost Basis

Selection

(◉) **Governmental Entity Using a Central Service Cost Rate or Indirect Cost Rate**

The organization's *Indirect Cost Rate* based on a rate proposal prepared in accordance with 2 CFR 200.405, 2 CFR 200.56. Attach copy of approved Indirect Rate Agreement or Certification of Indirect Costs. City and County Governments with a Central Service Cost Rate should also complete the "Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan" section for the indirect costs of the City/County Department (e.g. Health Department) that HHSC is contracting with.

Rate

Type

Base

Type of Costs Included in the Rate

( ) **Non Governmental Entity Using Indirect Cost Rate**

The organization's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Rate

Base

Type of Costs Included in the Rate

○ **Governmental and Non Governmental Entity Using a Narrative Cost Allocation Plan**

Governmental entities that do not have a rate agreement approved by their Federal cognizant agency may prepare a Central Service Cost Allocation Plan (CSCAP) as specified in the HHS Grant Technical Assistance Guide (GTAG)
http://www dshs.texas.gov/contracts/gtag.aspx

Types of Costs

Allocation Base

Indirect Costs

Cash:

In Kind Match:

Total Indirect Costs: $0

EXPENDITURE PROPOSAL

Budget Summary

Organization Name	0		
Region	0	Program Type:	YRC

Budget Categories

Budget Categories	HHSC Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel		$0	$0	$0
Fringe Benefits		$0	$0	$0
Travel		$0	$0	$0
Equipment		$0	$0	$0
Supplies		$0	$0	$0
Contractual		$0	$0	$0
Other		$0	$0	$0
Total Direct Costs	$0	$0	$0	**$0**
Indirect Costs		$0	$0	$0
Totals	**$0**	**$0**	**$0**	**$0**

Subcontracting

Subcontracting Percentage: #DIV/0!

Match Contributions

Required Match Percentage: 0%

Calculated Match Percentage:

Required Match Amount:

Calculated Match Amount:

Source of Cash Match Funds

Source of In Kind Match Funds

Program Income

Projected Earnings

Source of Earnings

Non-HHSC Funding

Direct Federal Funds:	$0
O her State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0
Total Projected Non-HHSC Funding:	$0

FORM I: INDIRECT COST RATE AGREEMENT

RESPONDENT TO INSERT A COPY OF A RECENTLY APPROVED INDIRECT COST RATE AGREEMENT AND IDENTIFY THE DOCUMENT AS "FORM I: INDIRECT COST RATE AGREEMENT" IN THE PROPOSAL.