

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000477100010
UNDER THE
COMMUNITY MENTAL HEALTH GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency” or “HHSC”), and Collin County d\b\ a County of Collin (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following contract to provide funding for the Community Mental Health Grant (“**MH/CMHG**”) program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with Chapter 531 of the Texas Government Code.

III. DURATION

The Contract is effective on September 1, 2020, and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract through August 31, 2025.

IV. BUDGET

The total value of this Contract will not exceed \$145,824.00. This includes the System Agency’s share of \$72,912.00 and Grantee’s required match amount of \$72,912.00. All expenditures under the Contract will be in accordance with the provisions outlined in **Attachment B, Budget and Targets**.

V. REPORTING REQUIREMENTS

All reporting requirements under the Contract will be in accordance with the terms outlined in **Attachment A, Statement of Work**.

VI. CONTRACT REPRESENTATIVES

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

System Agency

Name: Health and Human Services
Commission
Address: P.O. Box 149347 (MC 2058)
City and Zip: Austin, TX 78714-9347
Contact Person: Judith Tyler

Grantee

Name: Collin County d\b\ a County of
Collin
Address: 2100 Bloomdale Rd.
City and Zip: McKinney, TX 75071
Contact Person: Chris Hill

Email: judith.tyler@hhsc.state.tx.us
Telephone: 512-206-5385
Fax number: 512-206-5307
Agency Number: 35295295295

E-Mail: chill@co.collin.tx.us
Telephone: 972-548-4632
Fax number:
Agency Number: 17560008736

VII. LEGAL NOTICES

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

System Agency

Health and Human Services Commission
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78751-2316
P.O. Box 13247
Attention: Karen Ray

Grantee

Collin County d\b\ a County of Collin
2100 Bloomdale Rd.
McKinney, TX 75071
Attention: Chris Hill

I. NOTICE REQUIREMENTS

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

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

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000477100010**

SYSTEM AGENCY

GRANTEE

Signature

Signature

Date of Signature: _____

Date of Signature: _____

THE FOLLOWING ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:

**ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT A-1 – SBHCC REPORT
ATTACHMENT A-2 – MATCH CERTIFICATION FORM
ATTACHMENT A-3 – PROJECT EXPENDITURE REPORT
ATTACHMENT B – BUDGET AND TARGET PROCEDURES
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS - GRANT v2.16.1
ATTACHMENT D – SPECIAL AND SUPPLEMENTAL CONDITIONS v1.2
ATTACHMENT E – PAGE INTENTIONALLY LEFT BLANK
ATTACHMENT F – ASSURANCES AND LOBBYING CERTIFICATION
ATTACHMENT G – DATA USE AGREEMENT v8.5 GOVERNMENT ENTITY
ATTACHMENT H – SYSTEM AGENCY SOLICITATION NO. HHS0004771
ATTACHMENT I – GRANTEE’S SOLICITATION RESPONSE
ATTACHMENT J – PAGE INTENTIONALLY LEFT BLANK**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. PROGRAM BACKGROUND

The Texas Legislature passed HB 13 in 2017. The bill created the Community Mental Health Grant (CMHG) Program. The CMHG Program assists persons with mental illness by providing grants to certain comprehensive data-driven mental health systems that promote both wellness and recovery.

II. GRANTEE'S RESPONSIBILITIES

A. Grantee shall implement a CMHG Program that:

1. Aligns with the mission, vision, and goals of the Texas Statewide Behavioral Health Strategic Plan ("Strategic Plan") and its 2019 update;
2. Addresses gaps, goals, and strategies identified in the Strategic Plan;
3. Supports community programs providing mental health care services and treatment to individuals with mental illness;
4. Coordinates mental health care services for individuals with mental illness with other transition support services;
5. Enhances external stakeholder partnerships;
6. Fosters community collaboration;
7. Encourages greater continuity of care for individuals receiving services through a diverse local provider network;
8. Reduces the duplication of mental health services provided in the local service area; and
9. Contemplates continuity of operations in the event of a man-made or natural disaster.

B. The CMHG Program shall include at least one of the following three preferred strategies:

1. Provision of mental health treatment, prevention, early intervention, and/or recovery services including, but not limited to:
 - a. Client education and skills development;
 - b. Screening and assessment;
 - c. Case management;
 - d. Integrated medical services, including medication management;
 - e. Mental health rehabilitation;
 - f. Psychotherapy;
 - g. Nursing support;
 - h. Co-occurring treatment; and
 - i. Peer services.
2. Activities and/or services that assist with persons transitioning between or remaining engaged in mental health services including, but not limited to:
 - a. Care coordination and/or navigation services;
 - b. Childcare;
 - c. Transportation;
 - d. Employment and education services; and
 - e. Housing.
3. Community partnership and coordination activities to identify unmet local needs, develop strategies, and implement activities.

ATTACHMENT A STATEMENT OF WORK

- C. The CMHG Program may also include optional strategies that complement preferred strategies, including but not limited to:
 - 1. Workforce enhancement strategies such as training or educational stipends;
 - 2. Strategies that increase access to services;
 - 3. Needs assessments;
 - 4. Evaluations;
 - 5. Sustainability strategies; and/or
 - 6. Population-based strategies such as awareness campaigns.

- D. The CMHG Program's services and treatment must be:
 - 1. Delivered using a trauma-informed approach;
 - 2. Implemented with model fidelity to an evidence-based program or based upon best available research;
 - 3. Planned in partnership with the person and inclusive of peers and family members;
 - 4. Provided in an environment that is most appropriate and/or based on a person's preference;
 - 5. Provided in a culturally and linguistically sensitive manner;
 - 6. Tailored to a person's unique strengths and needs; and
 - 7. Delivered using a holistic method that integrates mental health services with other services including substance use disorder, intellectual and/or developmental disability, and physical health services.

- E. The CMHG Program shall dedicate matching funds equal to a certain percentage of the state award, based on the population of the counties proposed to be served. Matching funds may include cash or in-kind contributions but must not include funds from state or federal sources.
 - 1. Projects providing or coordinating services in a county with a population of 250,000 or greater must match 100 percent of the amount of state funds awarded.
 - 2. Projects providing or coordinating services in a county with a population of less than 250,000 must match 50 percent of the amount of state funds awarded.
 - 3. Projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed project service area.

III. PERFORMANCE MEASURES

- A. The terms of this Attachment will be used to assess Grantee's effectiveness in providing the services described above. System Agency may request validation of performance measures at any time and Grantee must provide a timely response to System Agency's validation request.

- B. Grantee shall collect and report to HHSC individual-level information for program participants using HHSC-approved instruments. Types of data shall include, but are not limited to:
 - 1. Pre and post-service assessment on each individual client served;
 - 2. Service amounts received per client;

ATTACHMENT A STATEMENT OF WORK

3. Standard demographic information for each client, such as gender, race, ethnicity, income, education, age; and,
 4. Adverse events avoided for program participants.
- C. Grantee shall submit a Performance Report no later than thirty (30) calendar days after the end of each state fiscal year quarter, which comprises the reporting period for that report. Performance reports must show progress towards both:
1. Outputs: Counts or percentages that show the amount of services/activities or encounters delivered; and,
 2. Outcomes: Measures showing benefits to program participants as a result of services/activities received (such as positive changes to knowledge, skills and/or behaviors).
- D. HHSC will negotiate performance measures with Grantees using a standardized menu of outputs and outcomes that will align with the type of work funded. Examples of output measures to be negotiated and incorporated into contracts include, but are not limited to:
1. The number of unduplicated individuals served annually (by state fiscal year);
 2. The number of unduplicated individuals served monthly;
 3. The number of encounters, treatment/services provided, activities occurring per month;
 4. The percentage of service slots that are filled per month;
 5. The percentage of individuals that receive the intended number of service encounters;
 6. The percentage of individuals that receive the required screenings/assessments; and
 7. The percentage of individuals who complete required survey instruments (e.g. satisfaction surveys).
- E. Grantee shall submit Statewide Behavioral Health Coordinating Council reports semi-annually using **Attachment A-1, SBHCC Report**.

IV. GRANTEE DATA REPORTING & DATA SYSTEM REQUIREMENTS

- A. Grantees shall develop a process to document and aggregate information for clients served by the Grantee's funded project(s). This information shall be used to report aggregate-level data to HHSC on a quarterly basis using an automated database or data system identified and provided by HHSC.
- B. Grantee shall have the ability to use a database or data system identified and provided by HHSC by adhering to the following requirements:
1. Grantee shall have Internet access and an adequate number of computers of sufficient capability to use the HHSC-provided database or data system to report data to HHSC.
 2. Grantee's network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP).
 3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.
 4. Grantee shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a

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- system for management of user accounts/user roles to ensure that all user accounts are current.
5. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements.
 6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.
 7. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way.
 8. Grantee shall develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into a database or data system. Grantee must submit data that is true, accurate, and complete at the time of submission.
 9. Grantee shall complete a Security Administrator Attestation & Authorized Users List, confirming Grantee has reviewed the names of agency employees who have access to database systems that may be used in conducting business with System Agency, and Grantee has removed access to users who are no longer authorized to access secure data.
- C. In its sole discretion, HHSC may limit or deny Grantee's access to the database or data system at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.
- D. HHSC will provide support for the database or data system, including at a minimum the following assistance:
1. Problem tracking and problem resolution.
 2. Provision of telephone numbers for Grantees to access expert assistance with resolving problems related to the HHSC-provided database or data system.
 3. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

V. INVOICE AND PAYMENT

- A. HHSC will reimburse Grantee monthly on a cost-reimbursement basis for allowable and reported expenses incurred within the grant term.
- B. Grantee shall request monthly payments on or before the 30th day of the month, using the CMBHS Invoices module. Grantee shall include supporting documentation for all CMHG expenses in its monthly payment requests. Supporting documentation includes a copy of Grantee's General Ledger, quarterly **Attachment A-2 - Match Certification Form** when appropriate, monthly **Attachment A-3 - Project Expenditure Report**, and any other financial report requested by HHSC to prove expenditure of funds by cost category.
- C. Grantee shall submit quarterly Financial Status Reports (FSRs) on or before the 30th day following the close of the State fiscal quarter (i.e., December 30th, March 30th, June 30th, and September 30th) using the CMBHS FSRs module.



A-1

Behavioral Health Matching Grant Program Report
to Statewide Behavioral Health Coordinating Council
Reporting Period (Fiscal Year and Quarters): _____

Program Overview

Matching Grant Program
Grantee Organization
Grant Project Name
State Funds Awarded
Matching Funds Required
Total Project Cost

Description of Local Service Area

Population
Designation
[LMHA/LBHA serving service area](#)
Counties Served

Grant Project Details

Grant Project Description
[Statewide Behavioral Health Strategic Plan Strategies Addressed](#)
[Statewide Behavioral Health Strategic Plan Gaps Addressed](#)
Ages to be served by Project
Special populations to be served by Project
Number of Unduplicated Individuals to be served annually
Number of Unduplicated Individuals to be served monthly
Cumulative number of individuals served to date
Project Goals/Expected Outcomes

Cumulative progress toward goals and outcomes

Collaborative Details

Primary Collaborative
Partner Organizations

How have collaborative partners helped you leverage your grant expenditures?

Project Implementation Details

What challenges have you encountered or do you anticipate encountering as you continue to implement the project?

SECTION 1

1	Vendor Name	Vendor Name	
2	Program	MH/CMHG	
3	Contract Nbr	Contract Number	
4	State Fiscal Quarter End Date	State Fiscal Quarter End Date	Select Last Date of State Fiscal Quarter

SECTION 2

5	Enter HHSC Share of the Contract		
6	Enter Contractor's Share of the Contract		
7	Sum (Line 5 + Line 6)		\$0.00
8	HHSC Percentage of the Contract (Line 5 / Line 7)		#DIV/0!
9	Contractor's Percentage of the Contract (100% minus Line 8)		#DIV/0!

SECTION 3

10	Enter Total Cumulative Allowable Cash Expenditures (IMPORTANT - IF PROGRAM INCOME HAS BEEN COLLECTED, SEE INSTRUCTIONS)		
11	Enter Total Cumulative Allowable In-kind Contributions		
12	Total Cumulative Project Costs (Line 10 + Line 11) Thru "Period Covered"	State Fiscal	\$0.00
13	Contractor's Required Match (Line 12 x Line 9) Thru "Period Covered"	#DIV/0!	#DIV/0!
14	HHSC Maximum Cumulative Share (% of total cumulative project costs from line 12)	#DIV/0!	#DIV/0!
15	The Lesser Amount From Line 10 and Line 14. This is the maximum amount of the cumulative project costs that HHSC may reimburse.		#DIV/0!
16	Total of the previous Invoices/Reimbursement Requests (<u>before</u> reductions for advance repayment, if any - <u>do not</u> include the amount received as an advance)		
17	Reconciliation - Payment Due To/From Contractor Thru "Period Covered" - If Line 15 is greater than Line 16, difference due to Contractor. If Line 15 is less than Line 16, difference due to DSHS.		#DIV/0!

SECTION 4

18	Advance Received (if any)		
19	Enter Cumulative Amount of Advance Repaid (including amount repaid with this voucher)		
20	Balance to be Repaid (Line 26 minus Line 27)		\$0.00

SECTION 5

21	CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all match, outlays and unliquidated obligations are for the purposes set forth in the award documents.	
22	Typed or Printed Name and Title	Date Submitted

Vendor Name	Contract #	Project Name	Project Category	Report Month	Fiscal Year	Budget Category	Approved HHSC Requested Funds Budgeted	Match Funds Budgeted	Cumulative HHSC Funds Expended	Cumulative Match Utilized/Expended	Total Cumulative Expenditures
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Personnel					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Fringe Benefits					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Travel					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Supplies					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Contractual					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Other					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Equipment					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Indirect					\$0.00
Vendor Name	Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ATTACHMENT B – BUDGET AND TARGET PROCEDURES

Grantee: Collin County d\b\ a County of Collin

- A. Funding Source: State General Revenue.
- B. Funding Amounts by State Fiscal Year (i.e., September 1st through August 31st)
 - 1. 2021: HHSC Award - \$36,456.00, Contractor Match - \$36,456.00; and
 - 2. 2022: HHSC Award - \$36,456.00, Contractor Match - \$36,456.00.
- C. Total Reimbursements for the grant term will not exceed \$72,912.00.
- D. Grantee's match requirement for the grant term will not exceed \$72,912.00.
- E. Cost Reimbursement Budget:
 - 1. System Agency will provide written technical guidance correspondence documenting approval or denial of Grantee's cost reimbursement budget.
 - 2. Grantee's approved cost reimbursement budget documents all allowable expenditures.
 - 3. Grantee shall only utilize the funding for allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify System Agency, in writing, and must receive written approval prior to utilizing the funds. System Agency shall provide written notification documenting approval/disapproval of the requested expense.
 - 4. Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:
 - a. System Agency approves Grantee's transfer of up to ten (10) percent of funds from budgeted direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten (10) percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved cost reimbursement budget direct cost categories that exceed the ten (10) percent requirement by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval or denial of Grantee's budget revision.
 - c. Grantee may revise the cost reimbursement budget 'Equipment' cost category, however a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
 - d. If Attachment J - Indirect Cost Rate Letter is required but it is not issued by HHSC at the time of Contract execution, Grantee may revise the cost reimbursement budget to incorporate Grantee's new indirect cost rate. This change is considered a minor administrative change and does not require a

contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval or denial of Grantee's budget revision and will incorporate the new Attachment J - Indirect Cost Rate Letter into the Contract by reference as necessary.

- F. System Agency will provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets. Grantee may request revisions to the approved performance targets by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets.

ATTACHMENT C

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



TEXAS

Health and Human Services

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

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

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Program](#)” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRs)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- 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 NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

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

9.7 INDEPENDENT CONTRACTOR

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

9.8 TECHNICAL GUIDANCE LETTERS

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

9.9 DISPUTE RESOLUTION

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

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

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

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

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

9.23 SYSTEM AGENCY DATA

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

ATTACHMENT D



TEXAS
Health and Human Services

Health and Human Services Commission
Special and Supplemental Conditions
Version: 1.2 Grantee
9.1.17

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HHSC 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

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, Subcontractors, as well as their employees, contractors, officers, 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 Work; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Work 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 4.02 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 Work, 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.

"UTC" means HHSC's Uniform Terms and Conditions -Grant- Version 2.16.1

Article II. Grantee's Personnel and Subcontractors

2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, 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 Work under the Contract, 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 any Work under the Contract and replacing the Grantee Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

Article III. Performance

3.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (a) Compliance with Contract requirements, including all representations and warranties;
- (b) Compliance with the Work requested in the Solicitation and Work proposed by Grantee in its response to the Solicitation and approved by HHSC;
- (c) Delivery of Work in accordance with the service levels proposed by Grantee in the Solicitation Response as accepted by HHSC;
- (d) Results of audits, inspections, or quality checks performed by the HHSC or its designee;
- (e) Timeliness, completeness, and accuracy of Work; and
- (f) Achievement of specific performance measures and incentives as applicable.

Article IV. Amendments and Modifications

4.01 Formal Procedure

No different or additional Work or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Grantee will not be entitled to payment for Work that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

4.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Work or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 4.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Article V. Payment

5.01 Enhanced Payment Procedures

HHSC will be relieved of its obligation to make any payments to Grantee until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Grantee, HHSC will notify the Grantee of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Grantee invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Grantee will continue to perform the Work in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Grantee.

Article VI. Confidentiality

6.01 Consultant Disclosure

Grantee agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

6.02 Confidential System Information

HHSC prohibits the unauthorized disclosure of Confidential System Information. Grantee and all Grantee Agents will not disclose or use any Confidential System Information in any manner except as is necessary for the Work or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Confidential System Information. Any disclosure or transfer of Confidential System Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Confidential System Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Confidential System 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 Confidential System 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 Confidential System 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.

Article VII. Disputes and Remedies

7.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the UTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

7.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Grantee's timely and responsive performance of the Work as well as the creation of a flexible and responsive relationship between the Parties. Grantee agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- (a) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- (b) Require additional or different corrective action(s) of HHSC's choice;
- (c) Suspension of all or part of the Contract or Work;
- (d) Prohibit Grantee from incurring additional obligations under the Contract;
- (e) Issue Notice to stop Work Orders;
- (f) Assessment of liquidated damages as provided in the Contract;
- (g) Accelerated or additional monitoring;
- (h) Withholding of payments; and
- (i) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Grantee's prior substandard performance, relieve Grantee of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Grantee of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Grantee to file a written response as part of the operational remedy approach.

7.03 Equitable Remedies

Grantee acknowledges that if, Grantee breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Grantee breached, attempted, or threatened to breach any such obligations, Grantee will not oppose the entry of an order compelling performance by Grantee and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

7.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Grantee of the Work or any duty or obligation with respect to the Contract.

Article VIII. Damages

8.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Grantee's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Grantee's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Grantee for failure to meet any aspect of the Work or responsibilities of the Grantee. HHSC may elect to collect liquidated damages:

- (a) Through direct assessment and demand for payment to Grantee; or
- (b) By deducting the amounts assessed as liquidated damages against payments owed to Grantee for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Grantee is received by the HHSC.

8.02 Specific Items of Liability

Grantee bears all risk of loss or damage due to defects in the Work, unfitness or obsolescence of the Work, or the negligence or intentional misconduct of Grantee or Grantee Agents. Grantee will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Grantee bears all risks of loss, damage, or destruction of the Work, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Grantee remains liable for loss or damage attributable to Grantee's fault or negligence.

Grantee will protect HHSC's real and personal property from damage arising from Grantee or Grantee Agents performance of the Contract, and Grantee will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Grantee or Grantee Agents' negligent

or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Grantee will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Grantee agrees, and will require Grantee Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Grantee will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

Article IX. Miscellaneous Provisions

9.01 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 Ethics Commission, or appropriate State or federal law enforcement officials for further action.

9.02 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 X. DSHS Legacy Provisions

10.01 Notice of Criminal Activity and Disciplinary Actions

- (a) **Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or 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 could constitute a criminal offense equal to or greater than a Class A

misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 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 shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.**

10.02 Consent by Non-Parent or Other State Law to Medical Care of a Minor

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

10.03 Telemedicine /Telepsychiatry Medical Services

If Grantee or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- (a) Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- (b) Contraindication considerations for telemedicine use;
- (c) Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- (d) Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- (e) Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- (f) Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- (g) Priority in scheduling the system for clinical care of individuals;
- (h) Quality oversight and monitoring of satisfaction of the individuals served; and
- (i) Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

10.04 Services and Information for Persons with Limited English Proficiency

- (a) Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- (b) Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

- (c) Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

10.05 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- (a) Enroll as a Medicaid provider, or enter into a network provider agreement with a Children's Health Insurance Program and Medicaid Managed Care Organization (MCO) under terms and conditions that are mutually-agreeable to the Grantee and MCO. If providing approved services authorized under this Contract that may be covered by Medicaid or CHIP, the Grantee will bill those programs or contracted MCOs for the covered services;
- (b) Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- (c) Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- (d) Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- (e) Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- (f) Provide third party billing functions at no cost to the client.

10.06 HIV/AIDS Model Workplace Guidelines

Grantee shall implement 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.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

10.07 Medical Records Retention

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

10.08 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 shall 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 are provided to clients without interruption.
- (c) The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- (d) Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- (e) An interim extension under Section (b)(1) above shall 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 shall be for a period of time determined by the System Agency.

10.09 Child Abuse Reporting Requirement

- (a) Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- (b) Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- (c) Grantee shall use the System Agency's Child Abuse Reporting Form located at <http://www.dshs.texas.gov/childabusereporting/> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

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HHSC SUPPLEMENTAL CONDITIONS

Section 9.5, Indemnity, of Attachment B, Uniform Terms and Conditions – Grantee Ver. 2.16.1, is deleted in its entirety.

ATTACHMENT E

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

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





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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
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

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, 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) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(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 _____, **201** .

DATE: _____

**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**



Dr. Courtney N. Phillips, Executive Commissioner

**Request for Applications (RFA)
For
Community Mental Health Grant Program**

RFA No. HHS0004771

**Date of Release: November 1, 2019
Responses Due: December 4, 2019 by 2:00 p.m.**

Class/Item Code:

- 952/05- Alcohol and Drug Detoxification, Including Rehabilitation**
- 952/06- Alcohol and Drug Prevention**
- 952/15- Case Management**
- 952/17- Child Abuse: Identification, Treatment, and Prevention, Including Sexual Abuse**
- 952/21- Counseling Services**
- 952/43- Family and Social Services, Including Shopping and Buying Services**
- 952/59- Human Services (Not Otherwise Classified)**
- 952/62- Mental Health Services: Vocational, Residential, Etc.**
- 952/67- Parenting Intervention Services**
- 952/74- Referral Services**
- 952/85- Support Services**
- 961/87- Volunteer Services**

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ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

This procurement is intended to solicit applications to be considered for funding through the Community Mental Health Grant (CMHG) Program.

House Bill (HB) 13, 85th Legislature, Regular Session, 2017, directed HHSC to establish a state-funded grant program to support communities providing and coordinating mental health treatment and services with transition or supportive services for persons experiencing mental illness. Funding for the 2020-2021 biennium was renewed through HB 1, 86th Legislature, Regular Session, 2019 (Article II, Health and Human Services, Rider 68).

The Community Mental Health Grant Program is designed to support comprehensive, data-driven mental health systems that promote both wellness and recovery by funding community-partnership efforts that will provide mental health treatment, prevention, early intervention, and/or recovery services, and assist with persons with transitioning between or remaining in mental health treatment, services, and supports.

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

Refer to **Exhibit B, HHSC Uniform Terms and Conditions - Grant, v. 2.16.1**, Exhibit C, HHSC Grantee Special Conditions, **Exhibit D, Assurances-Non-Construction Programs, Exhibit D-1, Certification Regarding Lobbying**. 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 the System Agency.

“Apparent Awardee” means an organization that has been selected to receive a grant award through response to this RFA but has not yet executed a grant agreement or contract. May also be referred to as "Apparent Grant Recipient" or "Apparent Grantee."

“Applicant” - the entity responding to this Solicitation; the organization with which HHSC contracts, to which HHSC disburses grant funds, and that handles any funds to be distributed to collaborative partner organizations.

May also be referred to as **“Lead Applicant”** or **“Respondent”**.

“Application” - documents the Applicant completes and provides in response to this RFA including all required forms and exhibits. May also be referred to as **“Proposal”**, **“Grant Proposal”**, **“Application Package”** or **“Response”**.

“Budget” - the financial plan for carrying out a Proposed Project. The Applicant provides a proposed budget, which includes both state-awarded funds and match, as part of a response to this Solicitation. May also be referred to as **“Project Budget”**.

“Client” - a member of the population to be served through the Proposed Project as the Applicant describes in its response to this RFA. For the purposes of this grant program, a client is a person that receives services and/or treatment through a grant-supported project. **The Applicant may further define Client eligibility in its response to this RFA.**

“Community Collaborative” - an entity including but not limited to federal, state, and local governmental entities, nonprofit community organizations, and faith-based community organizations which bring public and private sectors together to coordinate and provide mental health services and supportive services essential to providing mental health services to Clients. The Community Collaborative may be made up of member organizations that are not directly involved in providing services and supports as part of the Proposed Project. May also be referred to as **“Collaborative”**.

“Cost Reimbursement” - a method of funding wherein a Grantee organization must initially pay for project activities with its own funds. HHSC then issues reimbursement payments to the Grantee on a scheduled basis for reported actual cash disbursements supported by adequate documentation.

“Grant” - a financial award provided to a Successful Applicant as a result of its response to a Solicitation. May also be referred to as **“Award”** or **“Grant Award”**.

“Grant Program” - A program, such as the Community Mental Health Grant Program, administered internally by an organization that provides grant awards. Grant programs are different from grant projects (see **“Project”**.)

“Indirect Cost” - a business expense not readily identified with a Project activity but necessary for an organization’s general operations and activities.

“Key Personnel” - an Applicant's Project Contact, Fiscal Contact, Executive Director, and/or any other key stakeholders who will perform key Project activities.

“Match” - share of costs the Applicant and/or Partners must contribute to accomplish the purposes of the grant program and Proposed Project. Cash match includes funds contributed by the Applicant, contributed by Partner Organizations, or donations from third parties. In-kind match includes the value of personnel, volunteer time, goods,

services, direct costs, and indirect costs. All match, both cash and in-kind, can only come from non-federal and non-State sources.

“Outcome” - Measures showing **benefits to program participants** as a result of services/activities received such as positive changes to knowledge, skills and/or behaviors.

“Output” - Counts or percentages that show **the amount** of services/activities or encounters delivered.

“Partner Organization” - a Collaborative member that helps implement the Proposed Project and is not the Applicant. May also be referred to as **“Partner.”**

“Project” or **“Grant-Supported Project”**. During the application period and before Apparent Awardees are identified, a Project may also be referred to as a **“Proposed Project”**.

“Respondent” - an entity responding to this Solicitation. May also be referred to as **“Applicant”**.

“State” - the State of Texas and its instrumentalities, including HHSC, the System Agency and any other state agency, its officers, employees, or authorized agents.

“Successful Respondent” - an organization receiving a grant award as a result of its response to this RFA. May also be referred to as **“Awarded Applicant”, “Grant Recipient”,** or **“Successful Applicant”**.

1.3 AUTHORITY

The System Agency is requesting applications under Chapter 531.0991 of the Texas Government Code.

ARTICLE 2. SCOPE OF GRANT AWARD

2.1 PROGRAM BACKGROUND

The 2016-17 General Appropriations Act, H.B. 1, 84th Legislature Regular Session, 2015 (Article IX, Section 10.04) created the Statewide Behavioral Health Coordinating Council (SBHCC) comprised of state agencies receiving state funding for behavioral health services to draft a five-year statewide behavioral health strategic plan and a statewide coordinated expenditure proposal.

The [Texas Statewide Behavioral Health Strategic Plan, Fiscal Years 2017-21](#) (“Strategic Plan”), initially drafted in 2016, identified a vision for Texas: **to ensure that all Texans have access to care at the right time and place.**

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

Part of that recent investment included HB 13, 85th Legislature Regular Session, 2017, which created the **Community Mental Health Grant (CMHG) Program**, aimed at providing communities with resources to serve persons with mental illness. Eligible CMHG applicants include local mental health and behavioral health authorities (LMHAs/LBHAs) as well as nonprofit organizations and local governments. To that end, the CMHG program awards grants to both governmental entities and **private** non-profit organizations making up the behavioral health landscape in Texas.

The CMHG program was initially appropriated \$30 million for the 2018-19 biennium, and as a result, HHSC awarded grants to 56 organizations – comprised of 25 LMHAs/LBHAs and 31 nonprofits, county governments, and universities – in almost 130 counties across the state.

This procurement continues the CMHG program funding by soliciting new applications from eligible organizations that seek to improve behavioral health outcomes for persons and address critical unmet community needs.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

The anticipated total amount of state funding available for the CMHG is **TWENTY MILLION DOLLARS (\$20,000,000.00)** per state fiscal year during the grant term. It is HHSC's intention to make multiple awards through this solicitation to support selected grant projects.

2.2.2 Matching Funds

Match, or cost-sharing, reflects a community's commitment to address unmet needs of persons experiencing mental illness.

Each CMHG Program Awardee must dedicate matching funds equal to a certain percentage of the state award, based on the population of the counties proposed to be served through the Proposed Project. Matching funds may include cash or in-kind contributions but must not include funds from state or federal sources.

- A. Projects providing or coordinating services in a county with a population of 250,000 or greater must match 100 percent of the amount of state funds awarded;
- B. Projects providing or coordinating services in a county with a population of less than 250,000 must match 50 percent of the amount of state funds awarded;
- C. Projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed project service area.

2.2.3 Population Funding Strategy

To the extent possible, HHSC will reserve 50 percent of total awarded funds for proposed projects serving individuals in counties each with a population of less than 250,000.

2.2.4 Grant Term

The anticipated initial award period is **September 1, 2020** through **August 31, 2022**. At the sole discretion of HHSC, and contingent on the continued availability of funds appropriated by the Texas Legislature, grants may be renewed without re-procurement through August 31, 2025. The full grant term for this RFA is September 1, 2020 through August 31, 2025.

If a Grantee is unable to make use of all awarded funding and complete grant activities on or before August 31, 2025, HHSC may, at its sole discretion, extend contracts beyond the grant term to allow for the full expenditure of awarded funding and completion of grant activities. No additional grant funds will be awarded to the Grantee during the grant extension period.

2.3 ELIGIBLE APPLICANTS

To be eligible for an award as a result of this Solicitation, an applicant must be established as a legal entity, have the authority to do business in Texas, and either be a nonprofit organization or a governmental entity (i.e., An “agency” as defined in Texas Government Code Chapter 771, Interagency Cooperation Act, or “local government” as defined in Texas Government Code Chapter 791, Interlocal Cooperation Contracts). In addition, Respondents must meet and comply with the criteria listed below prior to contract execution and continue to meet the eligibility conditions throughout the grant term.

- A. Respondent must have a physical business address in Texas located within the service area proposed to be served.
- B. Respondent must not be ineligible to apply for funds under this RFA due to being currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. As part of the pre-compliance check for responsiveness to this RFA, HHSC will perform a check for debarment/suspension through the System for Award Management (SAM) and the Comptroller of Public Accounts (CPA). In compliance with CPA rules, a name search will be conducted using the websites listed in this section prior to the development of a contract. A Respondent will be considered ineligible to contract with HHSC, regardless of the funding source, if a name match is found on any of the following lists:

1. Texas Comptroller of Public Accounts (CPA) Debarred Vendor List;
 2. Texas Comptroller of Public Accounts (CPA) Franchise Tax Check;
 3. Iran, Sudan, & Foreign Terrorist Organizational Check and Boycott Israel;
 4. The General Services Administration's (GSA), System of 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;
 5. The Office of the Inspector General, (OIG), List of Excluded Individuals/Entities
- C. Respondent must have demonstrated financial history to fund activities/cover project costs prior to receiving reimbursement. Respondent may not be eligible for award if audit reports or financial statements submitted with the application identify concerns regarding the future viability of the Respondent, material non-compliance, or material weaknesses that were not satisfactorily addressed, as determined by HHSC.

2.4 PROGRAM REQUIREMENTS

2.4.1 Goals in Alignment with Texas Statewide Behavioral Health Strategic Plan

The Community Mental Health Grant Program is designed to support comprehensive, data-driven mental health systems that promote both wellness and recovery. CMHG Program goals align with those outlined in the [2016 Texas Statewide Behavioral Health Strategic Plan](#) and its [2019 update](#). Applicants must prioritize Strategic Plan gaps to be addressed through proposed projects. Applicants are encouraged to review the following documents outlining gaps and needs identified by other state-related entities:

- A. [Texas Statewide Behavioral Health Strategic Plan](#) and its [2019 update](#)
- B. [Addendum A: A Comprehensive Plan for State-Funded Inpatient Mental Health Services, \(see Ongoing Initiatives: Strengthening the Continuum of Care\)](#)
- C. [Report of the Joint Committee on Access to Forensic Services for Fiscal Year 2018](#)
- D. [Select Committee on Mental Health Interim Report](#)

Applicants are encouraged to coordinate with their LMHAs/LBHAs to review the authority's Texas Consolidated Local Service Plan.

2.4.2 Project Design

- A. Applicants must use one or more of the following designs. Communities should strategically and collaboratively identify which design(s) best meets the needs of its citizens:
 1. Use of innovative and/or new services, treatment, delivery systems; and/or
 2. Enhancement, scaling, and/or expansion of existing services.
- B. Regardless of project design, all Applicants must:
 1. Identify a critical gap in the public mental health system or a critical need in the broader system, and demonstrate how the critical gap/need are supported by data

- and was collaboratively identified by the community and its providers to be addressed through this project; and
2. Include in its Application a description of how the Applicant and community will prevent anticipated negative consequences of HHSC grant funding expiring at the end of the contract.
- C. Additionally, Applicants are encouraged to emphasize the following components in the design of their Proposed Projects. Projects should:
1. Be time-limited in nature and designed to address grant funding expiring;
 2. Use a collaborative approach to maximize existing community resources and avoid duplication of effort;
 3. Enhance systems and local processes to make it easier for persons to transition to, from, and between services;
 4. Address barriers to ensure services are accessible to persons regardless of setting or location;
 5. Increase use and/or strengthen the practice of prevention and early intervention services to reduce the likelihood of a person experiencing adverse events; and
 6. Promote improvement and recovery through coordinated mental health and transitional, integrated, and/or supportive services.
- D. To be effective, services and treatment provided as part of a Proposed Project should be:
1. Trauma-informed;
 2. Implemented with model fidelity to an evidence-based program or based upon best available research;
 3. Planned in partnership with the person and inclusive of peers and family members;
 4. Provided in an environment that is most appropriate and based on a person's preference;
 5. Culturally and linguistically sensitive;
 6. Tailored to a person's unique strengths and needs; and
 7. Holistic in integrating mental health with other services including substance use disorder, intellectual and/or developmental disability, and physical health services.
- E. Applicants are encouraged to:
1. Maximize existing community resources and minimize duplication of effort.
 - a. Projects proposing to address unmet needs of special populations that more appropriately align with or could be funded through other HHSC funding opportunities may not receive preference.
 - b. HHSC prefers that communities work together to streamline projects serving the same geographic area that seek to address the same gaps and unmet needs.
 2. Demonstrate effective results. While HHSC endorses the creation of innovative projects to improve mental health outcomes for persons, preference may be given to existing projects that have demonstrated success.

2.4.3 Project Services/Activities

The CMHG Program supports a range of clinical mental health and non-clinical supportive services for persons with unmet mental health needs. Proposed Projects should include the following three preferred strategies:

- A. Provision of mental health treatment, prevention, early intervention, and/or recovery services such as, but not limited to:
 - 1. Client education and skills development,
 - 2. Screening and assessment,
 - 3. Case management,
 - 4. Integrated medical services, including medication management,
 - 5. Mental health rehabilitation,
 - 6. Psychotherapy,
 - 7. Nursing support,
 - 8. Co-occurring treatment, and
 - 9. Peer services.
- B. Activities and/or services that assist with persons transitioning between or remaining engaged in mental health services such as but not limited to:
 - 1. Care coordination and/or navigation services,
 - 2. Childcare,
 - 3. Transportation,
 - 4. Employment and education services,
 - 5. Housing.
- C. Community partnership and coordination activities to identify unmet local needs, develop strategies, and implement activities.

2.4.4 Optional Strategies

Applicants may also include optional strategies that complement preferred strategies, including but not limited to:

- A. Workforce enhancement strategies such as training or educational stipends;
- B. Strategies that increase access to services;
- C. Needs assessments;
- D. Evaluations;
- E. Sustainability strategies; and/or
- F. Population-based strategies such as awareness campaigns.

2.4.5 Client Eligibility

The CMHG Program seeks to improve mental health outcomes for persons through provision of services and activities and addressing system-related barriers to access. Through strategic planning, communities are encouraged to design programs that best meet the needs of its citizens. As such, Applicants may identify specific client populations

to be served through project activities in the Application based on assessed community need.

Each Grantee must ensure clients served through the Proposed Project are eligible to receive services before the Grantee requests reimbursement or applies match for those services. Each Grantee must maintain documented verification of client eligibility.

2.5 AWARD CONSIDERATION

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 set forth in this Solicitation.

- A. In developing a response to this RFA, all Respondents must complete and submit the following administrative information, as described in Article 6, and applicable exhibits, as described in Article 10:
 1. **Form A, Face Page;**
 2. **Form B, Entity Information and Contract and Litigation History; and**
 3. **Form C, Organizational Financial Information and Internal Controls Questionnaire**
 4. **Exhibit A, Affirmations and Solicitation Acceptance;**
 5. **Exhibit D, Assurances-Non-Construction Programs;**
 6. **Exhibit D-1, Certification Regarding Lobbying; and**
 7. **Exhibit E, Exceptions and Assumptions**
- B. Applicants proposing more than one project as part of their Application must complete the following narrative and expenditure proposals, as described in Articles 5 and 7, for each Proposed Project:
 1. **Form D, Summary Proposed Project Information** and **D-1, Texas Counties to be Served by Project;**
 2. **Form E, Local Critical Gaps and Unmet Needs;**
 3. **Form F, Project Design;**
 4. **Form G, Cultural Competence;**
 5. **Form H, Project Timeline and Milestones;**
 6. **Form I, Performance Measures;**
 7. **Form J, Sustainability;**
 8. **Form K, Applicant Experience Administering Similar Projects;**
 9. **Form L, Match;**
 10. **Form M, Expenditure & Match Proposal (Form L and Form M are in the same Excel spreadsheet, different tabs); and**
 11. **Form N, HHS Indirect Cost Rate Questionnaire (ICRQ)**

Any exceptions the Applicant seeks to RFA requirements, terms, conditions, or certifications, or attachments, addendums, or revisions to the RFA or General Provisions, must be specifically detailed in writing on **Exhibit E, Exception and Assumptions Form** and submitted by the Applicant to HHSC for consideration. HHSC reserves the right to accept or reject each proposed exception.

HHSC will not consider exceptions submitted separately from a Response or after the Application due date.

2.5.1 Narrative Proposal

By completing all required forms comprising the Narrative Proposal and submitting all required attachments as requested, Applicants will describe the proposed services and activities, processes, and methodologies to be used in implementing the proposed project. Applicants must identify all services and program activities to be performed during the grant funding period. Additional instruction is included in Article 5. Narrative Proposal and in application forms.

2.5.2 Expenditure and Match Proposal

By completing all required forms comprising the Expenditure and Match Proposal and submitting all required attachments as requested, Applicants will:

- A. Identify all costs to be requested from HHSC, and those costs to be matched.
- B. Demonstrate project costs outlined are reasonable, allocable, and developed in accordance with applicable state and federal grant requirements.
- C. Utilize the template provided as **Form M, Expenditure and Match Proposal** and per the instructions outlined in Article 7.
- D. Complete **Form N, Indirect Cost Rate Questionnaire (ICRO)**

2.6 PROJECT PERFORMANCE AND REPORTING REQUIREMENTS

In alignment with the Statewide Behavioral Health Strategic Plan, the CMHG Program encourages use of practices based on evidence and best available research in providing and coordinating mental health and supportive transition services.

Grantees will:

- A. Track and measure implementation progress and performance using HHSC-approved performance measures and HHSC-approved reporting formats.
- B. Agree to implement Project activities at quality levels consistent with industry standard and practice.

HHSC monitors performance of grant contracts awarded resulting from this Solicitation and noncompliance with performance requirements will be addressed per **Exhibit B, HHSC Uniform Terms and Conditions, Grant v.2.16.1**. HHSC will determine details, including frequency, format, and submission method, regarding each of the following reporting requirements:

REPORT	FREQUENCY
A. Statewide Behavioral Health Coordinating Council (SBHCC) Reports	Twice annually
B. Performance Measure Reports	Quarterly
C. Expenditure and Match Reports	Monthly

Submitted with invoice(s) and supporting documentation	
--	--

All Applicants receiving Awards resulting from this Solicitation must submit these reports timely and accurately throughout the grant term, regardless of Project progress or expenditure status, to report on Project progress and implementation.

2.6.1 Statewide Behavioral Coordinating Council Reports

Grantees will provide data that will be presented to the SBHCC twice annually regarding:

- A. The impact community collaboration activities have made on the success of each Grant Project, and
- B. Behavioral health outcomes for communities and population(s) served by the grants.

These reports serve as opportunities for all HHSC behavioral health matching Grantees to reflect and emphasize:

- A. Increased collaboration and effort among state and local community entities, and
- B. How these grants contribute to a systemic approach to delivering enhanced behavioral health services.

2.6.2 Performance Reports

- A. Grantee will submit a Performance Report no later than thirty (30) calendar days after the end of each State Fiscal Quarter, which comprises the reporting period for that report. Performance reports must show progress towards both:
 - 1. **Outputs:** Counts or percentages that show **the amount** of services/activities or encounters delivered; and,
 - 2. **Outcomes:** Measures showing **benefits to program participants** as a result of services/activities received such as positive changes to knowledge, skills and/or behaviors.
- B. Specific outputs and outcomes will be negotiated during the contract award process. HHSC anticipates negotiating performance measures using a standardized menu of outputs and outcomes, depending on the type of work funded. HHSC additionally anticipates providing an approved list of measurement instruments to use for data collection. Examples of output measures to be negotiated and incorporated into contracts include, but are not limited to:
 - 1. The number of unduplicated individuals served annually (by state fiscal year).
 - 2. The number of encounters, treatment/services provided, activities occurring per month.
 - 3. The percentage of service slots that are filled per month.
 - 4. The percentage of individuals that receive the intended number of service encounters.
 - 5. The percentage of individuals that receive the required screenings/assessments.
 - 6. The percentage of individuals who complete required survey instruments (e.g. satisfaction surveys).

- C. Examples of outcome areas include, but are not limited to:
1. Individuals will show improvements in client functioning after program participation (e.g. an ability to complete activities of daily living and basic functions with symptoms and/or substance use does not disrupt activities or social interactions).
 2. Individuals will show improvements in autonomy after program participation (e.g. requiring less intervention and/or less-restrictive care, an ability to complete instrumental activities of daily living, and/or an ability to earn wages, maintain housing in the community, or access resources when needed).
 3. Individuals will show improved quality of life after program participation (e.g. self-reported satisfaction with life, fulfillment, and positive emotions and mood. The individual has positive social connections, is engaged with the community, and is able to achieve self-directed goals)
 4. Mental health programs will show a decrease in occurrence of adverse events (including but not limited to hospitalization, justice involvement, suicide)
 5. Participants will report satisfaction with services and self-perceived improvement after program participation.
- D. Grantee will track outputs/outcomes:
1. Collect data, including data collected using HHSC-approved measurement instruments, at a minimum of pre and post service on each individual client served;
 2. Document and track the amount of service received per client;
 3. Collect standard demographic information for each client, such gender, race, ethnicity, income, education, age; and,
 4. Collect information on adverse events (including but not limited to hospitalization, justice involvement, suicide) avoided for program participants.
- E. Initially, Grantees must develop a process to document and aggregate information for clients served by funded Projects.
1. This information will be used to report aggregate-level data to HHSC on a quarterly basis, using a system chosen by HHSC, such as CMBHS.
 2. Applicants should identify resources needed for data collection, analysis, and reporting in their submitted Application Package, including, but not limited to the Narrative Proposal and the Expenditure and Match Proposal. Costs for these efforts may be negotiated during the contract award process.
- F. During the contract period, HHSC anticipates making adjustments that will require grantees to enter individual-level data for clients served into database or data system HHSC identifies and provides. HHSC will work with Grantees to identify resources needed for this and how to repurpose existing funds for this purpose. HHSC may negotiate with Grantees if additional resources are needed in order to meet the revised data entry requirements. Grantee will demonstrate ability to use a data system chosen by HHSC by adhering to the following requirements:

1. Have Internet access and computers to report data to HHSC. If Grantee purchases computers with HHSC funds, the computers must be inventoried, maintained in working order, and secured.
 2. Monitor Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP) resources. Grantee must maintain responsibility for local end-user procedures and is responsible for data back-up, restore, and contingency planning functions for all local data.
 3. May be required to designate a Security Administrator and a back-up Security Administrator to develop and manage local user accounts/user roles in accessing the database or data system.
 4. Maintain an electronic data security policy that protects confidential information. Grantee shall notify HHSC immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of an HHSC database or data system has been or may be compromised.
 5. Develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into a database or data system. Grantee must submit data that is true, accurate, and complete at the time of submission.
- G. HHSC will provide support for the database or data system, including problem tracking and problem resolution, which may include the provision of telephone numbers for Grantees to access expert assistance with problem resolution. HHSC, in its sole discretion, may limit or deny Grantee's access to the database or data system at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.

2.6.3 Expenditure and Match Reports

Grantee will submit a completed Expenditure and Match Report each month throughout the grant term using a system chosen by HHSC, such as CMBHS. This report is generally expected on or before the 15th calendar day after close or a month. HHSC then issues reimbursement payments to the Grantee on a monthly basis for reported actual cash disbursements supported by adequate documentation. Invoice approval and payment is contingent upon receipt of the monthly Expenditure and Match Reports and adequate supporting documentation. Expenditure and Match Reports include:

- A. Expenses the Grantee incurred and paid for during the reporting period, to be reimbursed from state funds,
- B. Matching funds or resources expended during the reporting period,
- C. Adequate supporting documentation and any additional information as requested by HHSC.

2.7 PROHIBITIONS

These prohibitions apply to state-awarded funds **and** match. State and federal funds and resources may **not** be used as match for this grant. Grant funds may not be used to support the following services, activities, and costs:

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. 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);
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for client food, eligible per diem associated with grant-related travel, **or where pre-approved** for working events;
- I. Membership dues for individuals;
- J. Any expense or service readily available at no cost to the grant project;
- K. Any use of grant funds to replace (supplant) funds budgeted for the same purpose through other dollars;
- L. Fundraising as defined by 2 CFR Part 200;
- M. Projects serving the entire state;
- N. Any other prohibition imposed by federal, state, or local law; and
- O. Acquisition or construction of facilities.

2.8 STANDARDS

Respondents 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 Part 200); the *Uniform Grant Management Standards (UGMS)*, and all statutes, requirements, and guidelines applicable to this funding.

Respondents 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 Respondent must provide the HHSC Civil Rights Office with copies of all the Respondent's civil rights policies and procedures. Respondents must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 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 Respondent must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Respondent'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.

Respondents must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. 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.

2.9 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** and **Exhibit F Attachment 2, HHSC DUA SPI**.

If the Respondent has a previously-approved DUA with HHSC, that DUA may be substituted for the **Exhibit F, Data Use Agreement** at the request of the Applicant. The Applicant **must** issue this request using **Exhibit E, Exceptions and Assumptions Form**.

2.10 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.

ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 EVENT SCHEDULE

EVENT	DATE/TIME
Solicitation Release Date	November 1, 2019
Pre-Submittal Webinar (Optional)	November 8, 2019
Deadline for Submitting Questions	November 15, 2019 at 5:00 p.m.
Estimated Deadline for Posting Questions & Answers	November 20, 2019
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	December 4, 2019 at 2:00 p.m.
Anticipated Notice of Award	February 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 [HHSC Grants](#) and [Texas.gov eGrants](#) websites. 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 [HHSC Grants](#) website.

3.2 SOLICITATION CHANGES, AMENDMENTS OR MODIFICATIONS

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 on the [HHSC Grants](#) and [Texas.gov eGrants](#) websites. It is the responsibility of the Respondent to periodically check the [HHSC Grants](#) website 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** 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. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Name: Carolyn R. DeBoer, CTCD, CTCM
Title: Purchaser
Address: 1100 West 49th Street, Austin, TX 78756
Phone: 512-406-2447
Email: Carolyn.Deboer@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 to the Point of Contact listed in **Section 3.4.1** above by (1) e-mail; or (2) via Portable Document Format (PDF) uploaded to a USB drive and sent by U.S. First class mail. 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 above. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions. Illegible questions or questions submitted in formats that are inaccessible to HHSC will not be addressed. HHSC will not be held responsible for any issues a Respondent encounters as a result of the submission of illegible or inaccessible 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

Responses to questions or other written requests for clarification will be posted on the [HHSC Grants](#) website. HHSC reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers will be posted on the [HHSC Grants](#) website. It is the Respondent's responsibility to check the [HHSC Grants](#) website. HHSC also reserves the right to provide a single consolidated response of all similar questions in any manner at HHSC's sole discretion.

3.4.6 Pre-Submittal Webinar Conference

HHSC will conduct an **optional** Pre-Submittal Webinar in the month of November. Respondents will need to register for the webinar using the following link.
<https://attendee.gotowebinar.com/register/5981311771653823243>

After registering, you should receive a confirmation email containing information about joining the webinar.

3.5 SOLICITATION RESPONSE COMPOSITION

3.5.1 General Instructions

All Applications must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the Respondent's name at the top of each page;
- C. Organized in the sequence outlined in **Article 9 - Submission Checklist**;
- D. Blank forms provided in the Attachments 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;
- E. Correctly identified with the RFA number and submittal deadline;
- F. Responsive to all RFA requirements; and
- G. Signed by an authorized official in each place a signature is needed (electronic or digital signature will be necessary to submit via USB drive).
- H. Page is defined as front only print. A paper with print on front and back is considered two pages.

3.5.2 Submission in Separate Parts

Electronic submissions must be separated by parts using file names that relate to each part and submitted on a USB drive.

The entire Solicitation Response – all electronic copies – must then be submitted in one package to HHSC at the address listed in **Section 3.6.3**. The number of copies and directions for submitting an "Original" and "Copies" are outlined in Article 9, Submission Checklist:

- A. Respondent Information, including all forms;
- B. Narrative Proposal, including all forms;
- C. Expenditure and Match Proposal; and
- D. Applicable Exhibits, Forms and Addendums.

3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.6.1 Deadline

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

3.6.2 Labeling

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

<u>SOLICITATION NO.:</u>	HHS0004771
<u>SOLICITATION NAME:</u>	Community Mental Health Grant Program
<u>RESPONSE DEADLINE:</u>	December 4, 2019@ 2:00 p.m.
<u>PURCHASER'S NAME:</u>	Carolyn R. DeBoer
<u>RESPONDENTS'S NAME:</u>	_____

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 in **Section 3.1, Schedule of Events**.

3.6.3 Delivery

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

**U.S. Postal Service/Overnight/Express
Mail/Hand Delivery**

Health and Human Services Commission
Procurement and Contracting Services Building
ATTN: Response Coordinator
1100 W 49th. MC 2020
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:

- A. Withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in **Section 3.4.1**; or
- B. Modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in **Section 3.4.1**. HHSC may request Solicitation Response Modifications at any time.

ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 SELECTION PROCESS

A twostep selection process will be used:

- A. Eligibility screening; and
- B. Evaluation based upon specific selection criteria.

4.2 ELIGIBILITY AND RISK SCREENING

4.2.1 Eligibility Screening

Applications are reviewed for eligibility. Applications that do not meet all eligibility criteria may not be evaluated or considered for award. All complete applications meeting these minimum qualifications move to the Evaluation stage:

- A. Application is received by published deadline.
- B. Application is complete and includes all required exhibits, forms and addendums
- C. Application is fully signed by Authorized Representative.
- D. Applicant must:
 - 1. Be established as a legal entity,
 - 2. Have the authority to do business in Texas,
 - 3. Be either a nonprofit organization or a governmental entity (i.e. an agency as defined in Texas Government Code Chapter 771, Interagency Cooperation Act, or “local government” as defined in Texas Government Code Chapter 791, Interlocal Cooperation Contracts), and

4. Have a physical business address in Texas located within the proposed service area as identified in the response to this RFA.
- E. Applicant does not have an exclusion record in the System for Award Management.

4.3 EVALUATION

4.3.1 Specific Criteria

Applications will be evaluated and scored in accordance with the factors required by authorizing legislation and by this procurement package using **Exhibit G, Evaluation Score Tool**.

- A. Project Effectiveness
 1. **Local Critical Gaps and Unmet Need (25%):** Data is used to prioritize community-level issues to identify critical gaps and unmet needs;
 2. **Project Design (50%):** Proposed model of coordinated services is likely to address the critical gaps and unmet needs identified;
 3. **Applicant Ability to Execute (15%):** Has a reasonable project management plan and demonstrated ability to provide administrative oversight of complex, high-cost contracts to ensure Project is executed successfully.
- B. Project Costs
 1. **Project Costs, Expenditure and Match Proposal (10%)**

4.4 FINAL SELECTION

4.4.1 Selection Committee

After eligibility and risk screening, and evaluation/scoring using criteria listed in **Section 4.3**, a Selection Committee reviews information to determine which Proposed Projects should be awarded funds to most effectively accomplish State priorities.

The Selection Committee considers the following in recommending grant awards to the HHSC Executive Commissioner or her designee:

- A. Evaluation Scores of Applications;
- B. Geographic distribution of funding and services across the State as represented by recommended applications to meet legislative requirements; and
- C. Distribution of funds to minimize duplication of effort and maximize existing resources in service areas.

4.5 NEGOTIATION AND AWARD

4.5.1 Award

HHSC will notify each Successful Applicant of its selection to receive an award. The dollar amount awarded to each Apparent Awardee depends on the:

- A. Available funding,
- B. Response merit and scope,

- C. Selection Committee recommendations, and
- D. Executive Commissioner or designee decision.

Each contract resulting from this RFA will be funded:

- A. On a **cost-reimbursement** basis, and
- B. Only to the extent the Grantee commits, uses, and reports state funds and required matched funds within each expenditure and match reporting period.

Under the cost-reimbursement method, the Grantee must initially pay for Proposed Project activities using its own funds. HHSC then issues reimbursement payments to the Grantee on a monthly basis for reported actual cash disbursements supported by adequate documentation. Upon execution of a contract resulting from this RFA, HHSC may disburse an initial payment of a percentage of the state award to the Grantee in accordance with Texas Uniform Grant Management Standards.

Not all Applicants deemed eligible to receive funds are assured of receiving Awards. HHSC will post to the HHS Grants Website and may publicly announce Applicants whose Applications are selected for award. Neither activity constitutes HHSC agreement with all terms of any Response and does not bind HHSC to enter into a contract with any Applicant whose award is posted.

4.5.2 Negotiations

Before executing contracts, HHSC may enter into negotiations with each Successful Applicant to determine:

- A. The award period,
- B. The final award amount, and
- C. The grant contract terms.

Reimbursement is made only for allowable and reported expenses the Grantee incurs within the grant term.

The negotiation phase involves direct contact between the Apparent Awardee and HHSC representatives via phone and/or email. During negotiations, Apparent Awardees may expect:

- A. In-depth discussions of the Response and Proposed Project, and
- B. Requests for clarification or additional detail regarding the Response and Proposed Project.

Final funding amounts and contract provisions are determined at the sole discretion of HHSC staff.

4.6 QUESTIONS OR REQUEST FOR CLARIFICATIONS

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

ARTICLE 5. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Proposed Project Information and Executive

Using Form D, Summary Proposed Project Information and D-1, Texas Counties to be Served by Project, provide a high-level overview of the Proposed Project and Respondent's approach to meeting RFA requirements.

5.1.2 Project Work Plan

Using Form E, Local Critical Gaps and Unmet Needs, Form F, Project Design, Form G, Cultural Competence, Form H, Project Timeline and Milestones, Form I, Performance Measures, Form J, Sustainability and Form K, Applicant Experience Administering Similar Projects) attached to this RFA, Respondents will describe proposed services, processes, and methodologies for meeting all components described in **Article 2**, including the Respondent's approach to meeting the timeline and associated milestones.

Respondent must identify all tasks to be performed, including all project activities, to take place during the grant funding period. Respondent will also include all documents requested as part of completing Forms to demonstrate fulfilling **Article 2** requirements.

ARTICLE 6. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

Applicant must provide:

- A. Satisfactory evidence of its ability to manage and coordinate the Proposed Project and types of activities described in this Solicitation.
- B. The following information using Form A, Face Page, Form B, Entity Information and Contract and Litigation History, and Form C, Organizational Financial Information and Internal Controls Questionnaire attached to this RFA.

6.2 LITIGATION AND CONTRACT HISTORY

Applicant must:

- A. Include complete disclosures of any alleged or significant contractual failures using **Form B, Entity Information and Contract and Litigation History**.
- B. Disclose any civil or criminal litigation or investigation pending over the last five (5) years involving Applicant or in which Applicant has been judged guilty or liable.
- C. Failure to comply with terms of this provision may disqualify Applicant.
HHSC may reject a Response based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation:
 - 1. Unsatisfactory performance,
 - 2. Adversarial or contentious demeanor, or
 - 3. Significant failure(s) to meet contractual obligations.

6.3 CONFLICTS

The Applicant must, using **Form B, Entity Information and Contract and Litigation History**:

- A. Certify it has no personal or business interests that may present conflict(s) of interest with respect to the RFA and any resulting grant contract or agreement.
- B. Disclose all potential conflicts of interest.
- C. Describe measures it will take to ensure there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained.
- D. Include any activities of affiliated or parent organizations and individuals who may be assigned to the Contract.

HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the contract term. Failure to identify actual and potential conflicts of interest may result in disqualification of an Application Package or contract termination.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent awarded a contract greater than \$1 million dollars 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 to the state agency 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 APPLICATIONS DISCLOSURE

To maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the Applicant to disclose information regarding application for, or award of, state, federal, and/or local grant funding by the Applicant, Partner, or Community

Collaborative Organization within the past two (2) years to provide mental health services and supports to Texans.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondent must complete and return all following listed forms and exhibits. All Exhibits are listed **Article 9, Submission Checklist**.

- A. **Exhibit A, Affirmations and Solicitation Acceptance**
- B. **Exhibit D, Assurances Non-Construction**
- C. **Exhibit D-1 Certification Regarding Lobbying**
- D. **Exhibit E, Exceptions and Assumptions Form**
- E. **Exhibit F, Data Use Agreement**
- F. **Exhibit F Attachment 2, HHSC DUA SPI**
- G. **Exhibit H, Signature Page**

ARTICLE 7. EXPENDITURE PROPOSAL

7.1 EXPENDITURE AND MATCH PROPOSAL

7.1.1 Proposed Project Budget

Form L, Match and **Form M, Expenditure & Match Proposal** include templates for submitting Proposed Project budget expenditure and match information. **Form N, Indirect Cost Rate Questionnaire (ICRQ)** is required for current and potential HHS Contractors that received grant funding.

All Proposed Project funds and resources (expenditure and match) must support and align with:

- A. The Scope of Work described in **Article 2** and
- B. The Respondent's Narrative Proposal

7.1.2 Match

- A. Using **Form L, Match** and **Form M, Expenditure & Match Proposal**, the Applicant notes each organization providing the match and if each match is committed, anticipated, or to be raised per UGMS requirements noted.
State or federal funds must not be used as match. This includes contracts, grants, goods, services and any other funding allocated by, awarded to, or passed-through from state or federal governmental entities.
Applicants are not required to have 100 percent of matching funds committed at the time of application submissions. However:

1. The Grantee must ultimately match state awarded funds on at least a dollar for dollar basis.
 2. No state funds are released before the Grantee demonstrates an equivalent amount of committed, expended match to HHSC.
 3. The Grantee must report matching funds monthly as they are used.
 4. All match must be used within the contract period.
 5. Applications demonstrating higher levels of committed match may receive preference over Applications with lesser amounts of committed match.
- B. Matching funds may be:
1. Cash provided through unrestricted funding provided specifically for the Proposed Project by the Applicant, Partners, and/or local philanthropic, private, city, or county funds,
 2. In-kind contributions of goods, services and/or resources committed specifically for the Proposed Project by the Applicant and/or Partners,
 3. Volunteer time to accomplish activities specifically for the Proposed Project.
- C. For grant program purposes, matching funds may be characterized as:
1. “Committed” - funds or resources have been received or documentation is provided by the donor committing resources for the purpose of meeting this grant’s match requirement.
 2. “Anticipated” - funds or resources have been identified but are not yet received or there is no documentation to support the identified match.
 3. “To be Raised” - matching funds or resources have not yet been identified and/or a commitment for funds or resources has not yet been secured.
- D. The Applicant must identify committed and anticipated matching funds.
1. Matching funds must support Project activities.
 2. Matching funds to be used outside of the Project period may not be counted.
- E. To document matching funds as committed, the Applicant must provide documentation listed and determination of the value of donated materials, professional services, and volunteer time calculated in accordance with UGMS Section .24, Subpart C.
- F. For cash contributions:
1. A letter from the donor on the donor’s letterhead to the Applicant demonstrating donor intent to meet the Applicant’s match,
 2. A written resolution or consent from the Applicant’s governing board or senior official that a donation obtained by the Applicant will meet the Applicant’s match, or
 3. A donor’s notation on a check reflecting the purpose of the donation, and
 4. Copies of cancelled donor checks or bank statement showing the transfer of funds by wire or receipt of credit card payments.
- G. For donated or discounted materials or services: a commitment of resources and their retail value described on the donor’s letterhead.
- H. For in-kind resources including donated professional services: a letter from the donor organization on the donor’s letterhead committing specific resources and stating the retail value of the specific resources.
- I. For volunteer labor: a signed letter of commitment from the Applicant’s governing board or senior official outlining:

1. The number of volunteers,
 2. The number of volunteer hours,
 3. Volunteer activity description, and
 4. The rate at which volunteer labor will be valued.
- J. Volunteer labor to be provided to an Applicant by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Applicant's organization. If the Applicant 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.
- K. Grantees must report all cash and in-kind match used on a monthly basis throughout the contract period.

7.1.3 Expenditure and Match Proposal

This section should include any and all 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 as **Form M, Expenditure & Match Proposal** and identify all costs to be requested from HHSC and costs to be matched. Costs must align with project activities as described throughout the Response. 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 by HHSC, for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Costs included in the Expenditure Proposal must be entered into budget tables and supported by narrative descriptions describing 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. Applicant must detail funds and resources to match state-requested grant dollars and identify each as committed, anticipated, or to be raised. 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.

ARTICLE 8. 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 any 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. S.B. 943, Acts 2019, 86th Leg., R.S. (to be codified as Tex. Gov’t Code §§ 552.003(7), 552.0222). Legislative bills are available on the Texas Legislature Online website: <https://capitol.texas.gov/Home.aspx>.

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 14point 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 Texas Public Information Act.

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 Texas Public Information Act. Merely making a blanket claim that the 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 the procurement. Requests should be directed to the HHSC Point of Contact identified in **Article 3**.

8.1.5 Additional Information

By submitting an application, 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 an application, 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 applications.

ARTICLE 9. SUBMISSION CHECKLIST

The checklist identifies documents that must be submitted for an Application responding to this RFA to be considered responsive. **An Application received without these may be deemed nonresponsive and may not be considered for award.**

Original Solicitation Response Package

The Solicitation Response Package must include the "Original" Response **submitted in electronic-copy on a USB drive** in Portable Document Format (PDF) and, where applicable, Microsoft Excel Workbook format (.xlsx) and must consist of the four parts below. Each of the four parts must be loaded onto the USB drive in separate, clearly named folders. In each Folder, each Form must be clearly labeled "Original" with the Form Name in the filename. All forms

requiring a signature must have an electronic or digital signature in the “Original” electronic copy response.

A. Submission Checklist _____

B. Administrative Information (Forms A, B, and C)

Form A: Face Page _____

Form B: Entity Information and Contract Litigation History _____

Form C: Organizational Financial Information and Internal Controls Questionnaire _____

C. Narrative Proposal (Forms D through K)

Form D: Summary Proposed Project Information _____

Form D-1: Texas Counties to Be Served by Project _____

Form E: Local Critical Gaps and Unmet Needs _____

Form F: Project Design _____

Form G: Cultural Competence _____

Form H: Project Timeline and Milestones _____

Form I: Performance Measures _____

Form J: Sustainability _____

Form K: Applicant Experience Administering Similar Projects _____

D. Expenditure and Match Proposal (Forms L, M and N)

Form L: Match Form _____

Form M: Expenditure and Match Proposal _____

Form N: HHS Indirect Cost Rate Questionnaire for Request for Application _____

E. Applicable Exhibits and any Signed Addendums

Exhibit A - Affirmations and Solicitation Acceptance _____

Exhibit D-Assurances Non-Construction _____

Exhibit D-1 Certification Regarding Lobbying _____

Exhibit E - Exceptions and Assumptions Form _____

Exhibit F- Data Usage Agreement _____

Exhibit F Att 2- Security and Privacy Initial Inquiry Information _____

Exhibit H- Signature Page _____

Signed Addendums _____

Copies of Solicitation Response Package

Respondent will provide the following number of **electronic** copies (all clearly labeled as "copy") in addition to the electronic-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated by folders.

- 1 Electronic copy of **Administrative Information**
- 1 Electronic copy of **Narrative Proposal**
- 1 Electronic copy of **Expenditure Proposal**
- 1 Electronic copy of **Applicable Exhibits**

ARTICLE 10. EXHIBITS AND FORMS

EXHIBIT A: AFFIRMATIONS AND SOLICITATION ACCEPTANCE	SECTIONS 1.1, 2.5, 6.5
EXHIBIT B: HHSC UNIFORM TERMS AND CONDITIONS Grant v.2.16.1	SECTION 1.2
EXHIBIT C: HHSC GRANTEE SPECIAL CONDITIONS	SECTION 1.2
EXHIBIT D: ASSURANCES NON-CONSTRUCTION PROGRAMS	SECTIONS 1.2, 2.5, 6.5
EXHIBIT D-1: CERTIFICATION REGARDING LOBBYING	SECTIONS 1.2, 2.5, 6.5
EXHIBIT E: EXCEPTIONS AND ASSUMPTIONS	SECTIONS 2.5, 2.9, 6.5
EXHIBIT F: DATA USE AGREEMENT (DUA) EXHIBIT F: ATTACHMENT 2: HHSC DUA SECURITY AND PRIVACY INITIAL INQUIRY (SPI)	SECTIONS 2.9, 6.5
EXHIBIT G: EVALUATION TOOL	
EXHIBIT H: SIGNATURE PAGE	SECTIONS 6.5
EXHIBIT I: INSTRUCTIONS EXCEL FORMS	
FORM A: FACE PAGE	SECTIONS 2.5, 6.1
FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY	SECTIONS 2.5, 6.1, 6.2, 6.3
FORM C: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE	SECTION 2.5, 6.1
FORM D: SUMMARY PROPOSED PROJECT INFORMATION FORM D-1: TEXAS COUNTIES TO BE SERVED BY PROJECT	SECTIONS 2.5, 5.1.1
FORM E: LOCAL CRITICAL GAPS AND UNMET NEEDS	SECTIONS 2.5, 5.1.2
FORM F: PROJECT DESIGN	SECTIONS 2.5, 5.1.2
FORM G: CULTURAL COMPETENCE	SECTIONS 2.5, 5.1.2
FORM H: PROJECT TIMELINE AND MILESTONES	SECTIONS 2.5, 5.1.2
FORM I: PERFORMANCE MEASURES	SECTIONS 2.5, 5.1.2
FORM J: SUSTAINABILITY	SECTIONS 2.5, 5.1.2
FORM K: APPLICANT EXPERIENCE ADMINISTERING SIMILAR PROJECTS	SECTIONS 2.5, 5.1.2
FORM L: MATCH	SECTIONS 2.5, 7.1, 7.1.2
FORM M: EXPENDITURE & MATCH PROPOSAL	SECTIONS 2.5, 2.5.2, 7.1, 7.1.2, 7.1.3
FORM N: HHS INDIRECT COST RATE QUESTIONNAIRE (ICRQ)	SECTIONS 2.5, 2.5.2, 7.1

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/04/2019	Solicitation Due Time: 02:00 p.m.	
Addendum Date: 11/12/2019	Addendum No. 1		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this addendum is to post the slides from the Prebid Webinar dated 11/8/19.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Authorized Signature		Respondent Name	
Date (MM/DD/YYYY)	Phone	Email	



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Pre-Submittal Conference

**HHSC Community Health Grant
Program**

RFA No. HHS0004771

Friday November 8, 2019

Vendor Pre-bid Conference Agenda



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Services

- Procurement Activities
- RFA Overview
- Closing Commentary
- Questions

Introductions

Speakers

- **Carolyn DeBoer**, Procurement Contact, HHSC Procurement and Contracting Services (PCS)
- **Veronica Martinez**, Manager TX Mental Health Services Unit Behavioral Health Services
- **Kenneth Placke**, LCSW Mental Health Programs, Planning & Policy



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Procurement Roles

HHSC Procurement Team

- Procurement and Contracting Services (**PCS**) - Responsible for procurement activity.
- Mental Health Programs, Planning and Policy - Responsible for project scope.
- Mental Health Programs, Planning & Policy and Mental Health Contract Management Unit - Responsible for ensuring compliance with requirements, performance, results, contract management and monitoring.



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Schedule of Events

Upcoming Events

Deadline for Submitting Questions

November 15, 2019 by 5:00 p.m.

Any questions arising from today's webinar or anytime prior to the questions deadline, must be submitted in writing to Carolyn.deboer@hpsc.state.tx.us



HHSC Posts Responses to Vendor Questions

Estimated Deadline November 20, 2019



Deadline for submission of Solicitation Responses

December 4, 2019 at 2:00 p.m.



Anticipated Operations Start Date

September 2020



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Solicitation Access

HHSC will post all official communication regarding this RFA on the following websites, including the notice of award:

- The Texas E-grants is located at <https://hhs.texas.gov/doing-business-hhs/grants>.
- The HHSC website is located at <https://apps.hhs.texas.gov/pcs/rfa.cfm>.
- HHSC reserves the right to cancel this RFA, or to make no award if it determines such action is in the best interest of the State.
- HHSC may, in its discretion, reject any and all proposals or portions thereof.



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HHSC Sole Point of Contact

- ***All*** communications relating to this RFA **must** be directed to the HHSC Sole Point of Contact.
- ***All*** communications between respondents and other HHSC staff members concerning this RFA are **strictly prohibited**.
- Failure to comply with these requirements may result in proposal disqualification.



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RFA Overview

Program Speaker



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Community Mental Health Grant Program

Behavioral Health Services Section

11/8/2019

HHSC Community Health Grant Program RFA
HHS0004771

Community Mental Health Grant Program



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Program Background

- Bill Language
- Purpose
- Available Funds
- Eligibility
- Statewide Behavioral Health Strategic Plan
- Project Design and Components

Bill Language



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House Bill 13, 85th Legislature, Regular Session, 2017 directed HHSC to establish a state-funded grant program to support communities providing and coordinating mental health treatment and services with transition or supportive services for persons experiencing mental illness.

Funding for the 2020-2021 biennium was renewed through HB 1, 86th Legislature, Regular Session, 2019 (Article II, Health and Human Services, Rider 68).

Purpose



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To provide matching grants to support community mental health programs providing services and treatment to individuals experiencing mental illness.

To support comprehensive, data-driven mental health systems that promote both wellness and recovery that will provide mental health treatment, prevention, early intervention, and/or recovery services, and assist with persons with transitioning between or remaining in mental health treatment, services, and supports.

Available Funds



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The anticipated total amount of state funding available for the CMHG grant is TWENTY MILLION DOLLARS (\$20,000,000.00) per state fiscal year during the grant term. It is HHSC's intention to make multiple awards through this solicitation to support selected grant projects.



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Matching Funds

Proposed programs receiving state-awarded grant funds must secure matching funds:

- Projects providing or coordinating services in a county with a population of 250,000 or greater must match 100 percent of the amount of state funds awarded;

Matching Funds Continued



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- Projects providing or coordinating services in a county with a population of less than 250,000 must match 50 percent of the amount of state funds awarded.
- Projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed project service area.

Matching Funds Continued



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- To the extent possible, HHSC will reserve 50 percent of total awarded funds for proposed projects serving individuals in counties each with a population of less than 250,000.
- State or federal funds may not be used as match.
- In-kind match is allowable.



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Grant Term

The anticipated initial award period:
September 1, 2020 through August 31, 2022.

At the sole discretion of HHSC, and contingent on the continued availability of funds appropriated by the Texas Legislature, grants may be renewed without re-procurement through August 31, 2025.

The full grant term for this RFA is September 1, 2020 through August 31, 2025.



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Eligibility

Eligible CMHG applicants include local mental health and behavioral health authorities (LMHAs/LBHAs) as well as nonprofit organizations and local governments.



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Eligibility

HHSC prefers that communities work together to streamline projects serving the same geographic area that seek to address the same gaps and unmet needs.

Governmental Entities and Non-Profit Organizations must:

- Notify each LMHA/LBHA with a local service area covered wholly, or in part, by the entity's proposed community mental health program; and
- Provide letter of support from local mental health authority(ies) and other community providers in the Proposed Project service area as an attachment.

Grant Program Goals



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- Promote community collaboration.
- Reduce the duplication of mental health services.
- Encourage greater continuity of care for individuals receiving services through a diverse local provider network.

Statewide Behavioral Health Strategic Plan



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CMHG Program goals support alignment with those outlined in the [Fiscal Year 2017-2021 Texas Statewide Behavioral Health Strategic Plan](#), and its [2019 update](#).

Applicants must prioritize Strategic Plan gaps to be addressed through proposed projects.

Applicants are encouraged to review documents outlining gaps and needs identified by other state-related entities.



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Statewide Behavioral Health Strategic Plan

The following documents outline gaps and needs by other state-related entities:

- [Texas Statewide Behavioral Health Strategic Plan and its 2019 update](#)
- [Addendum A: A Comprehensive Plan for State-Funded Inpatient Mental Health Services, \(see Ongoing Initiatives: Strengthening the Continuum of Care\)](#)

Statewide Behavioral Health Strategic Plan



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- [Report of the Joint Committee on Access to Forensic Services for Fiscal Year 2018 D. Select Committee on Mental Health Interim Report](#)

Applicants are encouraged to coordinate with their LMHAs/LBHAs to review the authority's Texas Consolidated Local Service Plan.



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Project Design

Communities should strategically and collaboratively identify which design(s) best meets the needs of its citizens:

- Use of innovative and/or new services, treatment, delivery systems.
- Enhancement, scaling, and/or expansion of existing services.

Project Design Continued



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All Applicants must:

- Identify a critical gap in the public mental health system or a critical need in the broader system; and
- Demonstrate how the critical gap/need are supported by data, and
- Be collaboratively identified by the community and its providers to be addressed through this project; and
- Include in its Application a description of how the Applicant and community will prevent anticipated negative consequences of HHSC grant funding expiring at the end of the contract.

Project Design Components



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Applicants are encouraged to:

- Be time-limited in nature and designed to address grant funding expiring;
- Use a collaborative approach to maximize existing community resources and avoid duplication of effort;
- Enhance systems and local processes to make it easier for persons to transition to, from, and between services;

Project Design Components Continued



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- Address barriers to ensure services are accessible to persons regardless of setting or location;
- Increase use and/or strengthen the practice of prevention and early intervention services to reduce the likelihood of a person experiencing adverse events; and
- Promote improvement and recovery through coordinated mental health and transitional, integrated, and/or supportive services.



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Narrative Proposal

By completing all required forms comprising the Narrative Proposal and submitting all required attachments as requested, Applicants will describe the proposed services and activities, processes, and methodologies to be used in implementing the proposed project.

Applicants must identify all services and program activities to be performed during the grant funding period.

Community Mental Health Grant Program



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Grant Program Reporting Requirements

- Statewide Behavioral Coordinating Council Reports Texas
- Performance Reports
- Expenditure and Match Reports

Required Reports



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The CMHG Program encourages use of practices based on evidence and best available research in providing and coordinating mental health and supportive transition services.

Grantees will track and measure implementation progress and performance using HHSC approved performance measures and HHSC-approved reporting formats.

Required Reports Continued



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- Statewide Behavioral Health Coordinating Council (SBHCC) Reports (Twice annually)
- Performance Measure Reports (Quarterly)
- Expenditure and Match Reports (Monthly)

Reports are submitted with invoice(s) and supporting documentation.

Statewide Behavioral Health Coordinating Council



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Grantees are required to submit a report twice annually to the Statewide Behavioral Health Coordinating Council that includes:

- The impact community collaboration activities have made; and
- Behavioral health outcomes for communities and population(s) served by the grant.

Performance Reports



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Grantee will submit a Performance Report no later than thirty (30) calendar days after the end of each State Fiscal Quarter, which comprises the reporting period for that report.

Specific outputs and outcomes will be negotiated during the contract award process.

Performance Reports Continued



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Performance reports must show progress towards both:

- Outputs: Counts or percentages that show the amount of services/activities or encounters delivered; and,
- Outcomes: Measures showing benefits to program participants as a result of services/activities received such as positive changes to knowledge, skills and/or behaviors.

Expenditure and Match Reports



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Grantee will submit a completed Expenditure and Match Report each month throughout the grant term using a system chosen by HHSC, such as Clinical Management of Behavioral Health Services (CMBHS).

This report is generally expected on or before the 15th calendar day after close or a month.

Expenditure and Match Reports Continued



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Expenditure and Match Reports include:

- Expenses the Grantee incurred and paid for during the reporting period, to be reimbursed from state funds;
- Matching funds or resources expended during the reporting period; and
- Adequate supporting documentation and any additional information as requested by HHSC.

Expenditure & Match Proposal



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Proposed Project Budget:

Form L, Match and Form M, Expenditure & Match Proposal include templates for submitting Proposed Project budget expenditure and match information.

Form N, Indirect Cost Rate Questionnaire (ICRQ) is required for current and potential HHS Contractors that received grant funding.

Expenditure & Match Proposal Continued



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Match:

Using Form L, Match and Form M, Expenditure & Match Proposal, the Applicant notes each organization providing the match and if each match is committed, anticipated, or to be raised per UGMS requirements noted.

Expenditure & Match Proposal Continued



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State or federal funds must not be used as match.

This includes contracts, grants, goods, services and any other funding allocated by, awarded to, or passed-through from state or federal governmental entities.

Applicants are not required to have 100 percent of matching funds committed at the time of application submissions.



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Questions

Carolyn DeBoer, PCS

HHSC Community Health Grant
Program RFA HHS0004771

Questions and Answers

All questions must be submitted in writing to the Procurement contact at:
carolyn.deboer@hhsc.state.tx.us .

Answers will be posted per the RFA.

Do not submit in PDF

Do not password protect.

Reminder: All additional questions, requests for clarification, etc., are due in writing **no later than November 15, 2019 by 5:00pm.**



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Closing Comments

- Respondents are responsible for meeting the RFA requirements, including any addendums.
- Respondents must check the HHS Grants website frequently for any addendums that may have been added to this solicitation.
- All Addendums must be signed and submitted with the original response.
- Respondent Questions/HHSC Responses will be posted to the HHS Grants website.



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Sole Point of Contact

Contact Information

HHSC Procurement Contact

Carolyn DeBoer

512-406-2447

carolyn.deboer@hhsc.state.tx.us



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That's It

**HHSC Community Health Grant
Program**

RFA No. HHS0004771

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02:00 p.m.	
Addendum Date: 11/13/2019	Addendum No. 2		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this addendum 2 is to extend the Deadline for submission of Solicitation Responses in Event Schedule 3.1 to December 9, 2019 and replacing Exhibit E with the attached.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Authorized Signature		Respondent Name	
Date (MM/DD/YYYY)	Phone	Email	

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02:00 p.m.	
Addendum Date: 11/21/2019	Addendum No. 3		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum 3 is to replace Form A, B, C, D, D-1, and Forms L & M in it's entirety with the attached.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Authorized Signature		Respondent Name	
Date (MM/DD/YYYY)	Phone	Email	

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02:00 p.m.	
Addendum Date: 11/25/2019	Addendum No. 4		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum 4 is to post the Questions and Answers per Section 3.1, Event Schedule .

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Authorized Signature		Respondent Name
Date (MM/DD/YYYY)	Phone	Email

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02:00 p.m.	
Addendum Date: 12/03/2019	Addendum No. 5		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum

BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum 5 is to replace Forms L and M in their entirety with the attached document.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION

RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

Authorized Signature		Respondent Name	
Date (MM/DD/YYYY)	Phone	Email	

Collin County

RFA No. HHS0004771

FORM A: FACE PAGE*This form requests basic information about the Lead Applicant and project including the signature of the*

Lead Applicant Organization Information	
Legal Name	Collin County
Legal Doing Business As (DBA) Name	County of Collin
Mailing Address	
Street Address	2100 Bloomdale Rd
City	McKinney
County	Collin
ZIP	75071
Physical Address If different from Mailing Address	
Street Address	2100 Bloomdale Rd
City	McKinney
County	Collin
ZIP	75071
Payee Name and Address If different from Mailing & Physical Address	
Street Address	Collin County
City	McKinney
County	Collin
ZIP	75071
Website	www.collincountytx.gov
Phone	214-491-4806
Federal Tax ID Number	756000873
DUNS Number	74873449
Type of Entity	
Click drop down menu for options:	If "Other", describe:
Local Governmental Entity	County

FORM B: ENTITY INFORMATION AND CONTRACT AND LITIGATION HISTORY

This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members and/or principal officers. If responses require multiple pages, identify supporting pages/documentation with the applicable request. Administrative Information may be used in screening and/or evaluating proposals.

Identifying Information

1. Applicant must attach a list of current board members or members of its governing body.

2. Is Applicant a nonprofit organization?

No

*If YES, Applicant **must include evidence of its nonprofit status with the proposal.***

Any one of the following is acceptable evidence. Use the dropdown list to the left to place an "X" next to submitted items.

A copy of a current, valid IRS exemption certificate.

A statement from a State taxing body, State Attorney General, or other appropriate State official certifying the Applicant organization has a nonprofit status and no net earnings accrue to any private shareholders or individuals.

A copy of the Applicant organization's certificate of formation or similar document clearly establishing the Applicant organization's nonprofit status.

Any of the above proof for a State or national parent organization **and**

a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest and Contract and Litigation History

The Applicant must disclose any existing or potential conflict of interest relative to performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission, the Program Administrator or any other entity or person involved in any way in any project that is the subject of this RFA.

Similarly, Applicant must disclose any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of the Health and Human Services Commission or the Program Administrator .

The Applicant must disclose any such relationship that might be perceived or represented as a conflict. Failure to do so may be cause for contract termination or proposal disqualification. If, following a review of this information, HHSC determines a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, an Applicant is ineligible to receive an award under this RFA if the bid includes financial participation with the Applicant by a person who received compensation from HHSC to participate in preparing specifications of the RFA on which the bid is based.

3. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to performing requirements of this RFA?

No

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

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4. Will any person who received compensation from Health and Human Services Commission (HHSC) for participating in preparing specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?

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?

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.)

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6. Are any current or former employees of the Applicant current or former employees of HHSC (within the last 24 months)?

No

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation .

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Collin County

7. Are any proposed personnel related to any current or former employees of HHSC?

No

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation .***8. Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC 24 months prior to the proposal submission date?**

No

*If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation .***9. If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organization's governing board?**

No

*If YES, provide names and job titles of all staff who serve as voting members on the board.***10. Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:**

No

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other
- In default on an agreed repayment schedule with any funding organization?

*If YES, please explain. (Attach no more than one additional page.)***11. Has the Applicant:**

- Had a contract suspended or terminated prior to contract expiration, or
- Not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?

No

If YES, indicate reason for each action. Include:

- Name and contact information of the local, state, or federal department or agency
- Date of the contract and a contract reference number, and
- Copies of any and all decisions or orders related to 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****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?**

No

*If YES, please explain. (Attach no more than one additional page.)***13. Has Applicant had a grant/contract with HHSC within the past 24 months?**

Yes

If YES, list HHSC contract(s) and attachment number(s):

HHS00004600006; HHS000119700018 A01; HHS000119700018; HHS000436300030; HHS000485600007; HHS000485600001; HHS000047600001; 537-

14. Disclose any civil or criminal litigation or investigation pending over the last five (5) years involving Applicant or in which Applicant has been judged guilty or liable. Failure to comply may disqualify the Applicant.

Collin County has not been found guilty or liable by a jury or judge in the last 5 years. With the exceptions of various EEOC investigations of hiring practices,

15. At its discretion, HHSC may require the Applicant to disclose information regarding the application for or award of state, federal, and/or local grant funding by the Applicant or Community Collaborative member organization within the past two (2) years to provide mental health care services and treatment to veterans and their families. Applicant may elect to disclose this information as part of the application.

FORM C: ORGANIZATIONAL FINANCIAL INFORMATION AND INTERNAL CONTROLS QUESTIONNAIRE**ORGANIZATION FINANCIAL INFORMATION** (for nonprofit organizations only)

1. According to your organization's most recent audit or balance sheet, are the total current assets greater than the liabilities?
2. Is the total amount requested for this funding opportunity greater than 25% of your organization's current total annual budget?

Yes

No

ACCOUNTING

3. Briefly describe your organization's accounting system and accounting processes:

A. Is the accounting system computerized, manual, or a combination of both?

Computerized and Manual

If your accounting system is computerized, indicate the name and version of the financial software.

Financial software is THE AS400

B. How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger?

Cash disbursements are created first as an AP transaction by Accounts Payable with an invoice and purchase order. Once the transaction is entered into a batch, the batch is processed into an

C. Grantees' expenditure and match reports are due by the 20th of each month throughout the contract period.

To ensure you submit expenditure reports timely, please respond to the following:

1. What is your process to ensure Partner Organizations submit reimbursement requests/information so that you will meet reporting requirements timely?

When or If a partner organization is involved with Collin County with regard to this grant contract, a contract would exist between Collin county and the partner organization. In the contract

2. By what date do you close the General Ledger?

(e.g., "GL is closed no later than the 10th of each month")?

The general ledger periods run based on each month. The GL is closed on the last day of each month, and a new period is opened in the first day of the next month

D. How are transactions organized, maintained and summarized in financial reports?

Transactions are organized in the general ledger by line item and by project code. The project codes segregate by expenditure category, for example: salary and fringe, travel, supplies, etc.

Program and fiscal guidelines are based on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and State of Texas Uniform Grant Management Standards (UGMS).

4. Is the staff who will be responsible for financial management of your award familiar with these documents?

Yes

5. Does your organization have written accounting policies that address procurement of goods and services?

Yes

6. Does your accounting system identify and segregate:

Allowable and unallowable costs;

Grant costs and non-grant costs; and

Direct and indirect expenses;

Allocation of indirect costs?

Yes

7. If your organization has more than one State of Texas contract, is your accounting system capable of identifying receipt and expenditures of program funds and program income separately for each State of Texas contract?

Yes

8. Are individual cost elements in your chart of accounts reconciled to cost categories in the approved organization budget?

Yes

9. Are accounting records supported by source documentation (invoices, receipts, approvals, receiving reports, canceled checks, etc.) and on file for easy retrieval?

Yes

GENERAL ADMINISTRATION AND INTERNAL CONTROLS

10. Does your organization have written personnel policies?

Yes

11. Does your organization have written job descriptions with set salary levels for each employee?

Yes

UGMS requires any staff paid from State grant funds, such as this program, to keep a record of time and attendance.

Staff funded 100% by this grant will only need to certify time monthly. The employee and his/her supervisor must sign the monthly certification of time worked.

Staff who split time between the this grant and other funding sources will need to keep time records that comply with UGMS II (B)(11)(h)(5,7) which states personnel activity reports or equivalent documentation must:

- Reflect an after-the-fact distribution of each employee's actual activity;
- Account for the total activity for which each employee is compensated;
- Be prepared at least monthly and must coincide with one or more pay periods; and
- Be signed by the employee and the supervisory official having first-hand knowledge of work the employee performed.

12. Does your organization maintain personnel activity reports that meet all of the above criteria?

Yes

If your application says your organization will use volunteer time as match, UGMS requires volunteers to keep a record of time and attendance that complies with UGMS II (B)(11)(h)(5,7) which states that personnel activity reports or equivalent documentation must:

- Reflect an after-the-fact distribution of the actual activity of each volunteer;
- Account for total activity for each volunteer;
- Be prepared at least monthly and must coincide with one or more pay periods; and
- Must be signed by the volunteer and the supervisory official having first-hand knowledge of the work the volunteer performed.

13. Does your organization maintain volunteer activity reports or equivalent documentation that meet all of the above criteria?

Yes

14. Are payroll checks prepared after receipt of approved time/attendance records and are payroll checks based on those records?

Yes

15. Is the time/attendance record the basis of calculation of costs recorded in the general ledger for each cost objective?

Yes

16. Are written procedures in place to determine allowability, allocability, and reasonableness of costs?

Yes

REQUIRED ATTACHMENTS | Please attach the following documents to this form

- Financial Statements for the most recently completed fiscal year or a period of 12 months; and,
- Most recently audited financial report (within the past two years) including all supplements, management discussions and analysis, actuarial opinions, and other documents as applicable.

I, the person signing below, am authorized to represent the Applicant. I have completed or reviewed information provided in this form and can attest to its accuracy.

Signature:

Printed Name: Chris Hill

Title: Collin County Judge

Date: 2-Dec-19

Collin County

RFA No. HHS0004771

FORM D: SUMMARY PROPOSED PROJECT INFORMATION*This page should be completed for each Project proposed.*

Proposed Project Information	
Agency Name	Collin County
Project Contact (<i>this person will oversee day-to-day grant project duties</i>)	
Name and Title	Alyse Ferguson, Chief Attorney MHMC
Phone	214-326-9001
Email	aferguson@co.collin.tx.us
Fiscal Contact (<i>this person will oversee grant project expenditures and finances</i>)	
Name and Title	Linda Riggs, County Auditor
Phone	972-548-4643
Email	lriggs@co.collin.tx.us
Name of Proposed Project	
Collin County MHMC Coordinated Release	
Proposed Project Cost (<i>from Expenditure and Match Proposal</i>)	
State Funds Requested	Matching Funds Required
\$ 91,655.00	\$ 95,075.00
Executive Summary <i>Briefly summarize the Proposed Project including the goals and how Project activities will address identified critical gaps and needs in the community.</i> <i><u>This summary may be used in publications, reports to the legislature, and/or press releases.</u></i> <i>Response must be limited to 100 words.</i>	
The Program Goals and expected outcomes of the project focus on Gap 5 Continuity of Care for persons exiting the jail and will address the unmet service needs of those involved with our criminal justice system. The Case Manager will assist identified inmates with discharge planning to connect them with local providers, ensure they have the most basic forms of identification, assist with coordinated release and ensure medications are called to a local pharmacy for continued medication compliance. The Case Manager will work closely with the local MHA –Lifepath Jail Diversion program for continuity of services and handoff.	
Proposed Service Area	
State Senate Districts of Proposed Project Service Area	Senate District 30/8
House Districts of Proposed Project Service Area	33/66/67/70/89
Number of Unduplicated Individuals to be Served Annually	
360	
Project Type	
Is the Proposed Project a: New and/or innovative service, treatment, and/or delivery system and/or Enhancing, scaling, and/or expanding existing services?	Enhancing/Scaling/Expanding Existing Services

Collin County

RFA No. HHS0004771

FORM D-1 TEXAS COUNTIES TO BE SERVED BY PROJECT*This page should be completed for each Project proposed.***For each county proposed to be served, please select "YES" in the Served column. For counties not served, leave column blank.**

AGENCY NAME	REGION	COUNTY	SERVED
	4	Anderson	
	9	Andrews	
	5	Angelina	
	11	Aransas	
	2	Archer	
	1	Armstrong	
	8	Atascosa	
	6	Austin	
	1	Bailey	
	8	Bandera	
	7	Bastrop	
	2	Baylor	
	11	Bee	
	7	Bell	
	8	Bexar	
	7	Blanco	
	9	Borden	
	7	Bosque	
	4	Bowie	
	6	Brazoria	
	7	Brazos	
	10	Brewster	
	1	Briscoe	
	11	Brooks	
	2	Brown	
	7	Burleson	
	7	Burnet	
	7	Caldwell	
	8	Calhoun	
	2	Callahan	
	11	Cameron	
	4	Camp	
	1	Carson	
	4	Cass	
	1	Castro	
	6	Chambers	
	4	Cherokee	
	1	Childress	
	2	Clay	
	1	Cochran	
	9	Coke	
	2	Coleman	
Collin County MHMC Coordinated Release Program	3	Collin	YES
	1	Collingsworth	
	6	Colorado	
	8	Comal	

Collin County

	2	Comanche	
	9	Concho	
	3	Cooke	
	7	Coryell	
	2	Cottle	
	9	Crane	
	9	Crockett	
	1	Crosby	
	10	Culberson	
	1	Dallam	
	3	Dallas	
	9	Dawson	
	1	Deaf Smith	
	4	Delta	
	3	Denton	
	8	DeWitt	
	1	Dickens	
	8	Dimmit	
	1	Donley	
	11	Duval	
	2	Eastland	
	9	Ector	
	8	Edwards	
	10	El Paso	
	3	Ellis	
	3	Erath	
	7	Falls	
	3	Fannin	
	7	Fayette	
	2	Fisher	
	1	Floyd	
	2	Foard	
	6	Fort Bend	
	4	Franklin	
	7	Freestone	
	8	Frio	
	9	Gaines	
	6	Galveston	
	1	Garza	
	8	Gillespie	
	9	Glasscock	
	8	Goliad	
	8	Gonzales	
	1	Gray	
	3	Grayson	
	4	Gregg	
	7	Grimes	
	8	Guadalupe	
	1	Hale	
	1	Hall	
	7	Hamilton	
	1	Hansford	
	2	Hardeman	
	5	Hardin	
	6	Harris	
	4	Harrison	

Collin County

	1	Hartley	
	2	Haskell	
	7	Hays	
	1	Hemphill	
	4	Henderson	
	11	Hidalgo	
	7	Hill	
	1	Hockley	
	3	Hood	
	4	Hopkins	
	5	Houston	
	9	Howard	
	10	Hudspeth	
	3	Hunt	
	1	Hutchinson	
	9	Irion	
	2	Jack	
	8	Jackson	
	5	Jasper	
	10	Jeff Davis	
	5	Jefferson	
	11	Jim Hogg	
	11	Jim Wells	
	3	Johnson	
	2	Jones	
	8	Karnes	
	3	Kaufman	
	8	Kendall	
	11	Kenedy	
	2	Kent	
	8	Kerr	
	9	Kimble	
	1	King	
	8	Kinney	
	11	Kleberg	
	2	Knox	
	4	Lamar	
	1	Lamb	
	7	Lampasas	
	8	LaSalle	
	8	Lavaca	
	7	Lee	
	7	Leon	
	6	Liberty	
	7	Limestone	
	1	Lipscomb	
	11	Live Oak	
	7	Llano	
	9	Loving	
	1	Lubbock	
	1	Lynn	
	7	Madison	
	4	Marion	
	9	Martin	
	9	Mason	
	6	Matagorda	

Collin County

	8	Maverick	
	9	McCulloch	
	7	McLennan	
	11	McMullen	
	8	Medina	
	9	Menard	
	9	Midland	
	7	Milam	
	7	Mills	
	2	Mitchell	
	2	Montague	
	6	Montgomery	
	1	Moore	
	4	Morris	
	1	Motley	
	5	Nacogdoches	
	3	Navarro	
	5	Newton	
	2	Nolan	
	11	Nueces	
	1	Ochiltree	
	1	Oldham	
	5	Orange	
	3	Palo Pinto	
	4	Panola	
	3	Parker	
	1	Parmer	
	9	Pecos	
	5	Polk	
	1	Potter	
	10	Presidio	
	4	Rains	
	1	Randall	
	9	Reagan	
	8	Real	
	4	Red River	
	9	Reeves	
	11	Refugio	
	1	Roberts	
	7	Robertson	
	3	Rockwall	
	2	Runnels	
	4	Rusk	
	5	Sabine	
	5	San Augustine	
	5	San Jacinto	
	11	San Patricio	
	7	San Saba	
	9	Schleicher	
	2	Scurry	
	2	Shackelford	
	5	Shelby	
	1	Sherman	
	4	Smith	
	3	Somervell	
	11	Starr	

Collin County

	2	Stephens	
	9	Sterling	
	2	Stonewall	
	9	Sutton	
	1	Swisher	
	3	Tarrant	
	2	Taylor	
	9	Terrell	
	1	Terry	
	2	Throckmorton	
	4	Titus	
	9	Tom Gree	
	7	Travis	
	5	Trinity	
	5	Tyler	
	4	Upshur	
	9	Upton	
	8	Uvalde	
	8	Val Verde	
	4	Van Zandt	
	8	Victoria	
	6	Walker	
	6	Waller	
	9	Ward	
	7	Washington	
	11	Webb	
	6	Wharton	
	1	Wheeler	
	2	Wichita	
	2	Wilbarger	
	11	Willacy	
	7	Williamson	
	8	Wilson	
	9	Winkler	
	3	Wise	
	4	Wood	
	1	Yoakum	
	2	Young	
	11	Zapata	
	8	Zavala	

FORM E: LOCAL CRITICAL GAPS AND UNMET NEEDS

*To support the Proposed Project, Applicants **must** identify a critical gap in the public mental health system or a critical need in the broader system and demonstrate the critical gap/need is supported by data and was collaboratively identified by the community and its providers to be addressed through this Project.*

A. Describe:

1. Details about the critical gap and/or unmet need to be addressed through the Proposed Project;
2. What data supports the gap and/or unmet need as the most critical within the community; and
3. If applicable, a description of special populations impacted by the critical gap and/or unmet need.

B. Using the gaps identified in the *Statewide Behavioral Health Strategic Plan*, prioritize which Strategic Plan gaps are to be addressed by the Proposed Project.**C. Describe how community partners participated in prioritizing gaps and developing strategies in response to the identified gap and/or unmet need.****D. Describe the community or service area to be served through the Proposed Project, including:**

1. Geographic and demographic information, such as population trends, or specific demographics related to risk factors, prevalence of individuals with mental health and/or what the mental health landscape looks like; and
2. Relevant information regarding the service area that is pertinent to the Proposed Project.

Responses for A through D are limited to 7,000 characters in total. Please label your response to each question above as appropriate (ex. A. The critical gap...).

A.1 Critical gaps with Gap 5 Access to continuity of care for persons exiting the jail is identified as the primary gap this gap and unmet needs will be addressed through a Coordinated Release Program for our jail population and will serve high utilizers, those with Serious Mental illness, Substance use disorders, developmental disabilities, and Veterans enmeshed in the criminal justice system and incarcerated in our county jail. The project will review the inmate's legal history, available mental health, substance abuse, or other relevant history, interview the inmate and develop a Discharge plan to meet the needs of the inmate and provide prompt access to coordinated services. The Coordinated Release Case Manager (CRCM) will utilize community partners to plan for services post release and initiate pre-enrollment and a coordinated transition into community services. The Services provided by the CRCM would include preliminary paperwork for enrollment with treatment providers, referrals to treatment providers, ensuring continuity of care, assisting with prescription continuity, transportation assistance, and transition to appropriate programs. Transportation may be provided

through use of a motor pool vehicle, when necessary. persons needing services will be ensured prompt access to coordinated, quality services via assistance with enrollment in services, making appointments, receiving medications, and transportation to provide continuity of their care, ultimately closing the gaps and reducing incidence of re-incarceration.

- A.2. Local data in support of the identified needs/gaps which are the most critical within our community derive from collected jail data. Data on jail admissions indicates significant rises in the needs of the Mental health population. In 2018, 18,061 persons were booked into the Collin County Jail. Of those booked in FY18, 57% of inmates were identified through early identification of mental illness in contrast to 33% in FY17. During the period 2014-2018, there was a 400% increase in the need for emergency injections to be administered at the jail, a 2233% increase in the number of individuals, who were a danger to self or others at time of release and required psychiatric evaluation, stabilization, or hospitalization. We have also seen a significant increase in court ordered medications. These staggering numbers demonstrate the unmet needs of the population in the community for continuity of care.
- A.3. Person's with mental illness as well as Veteran's, persons with an IDD diagnosis and substance use needs will be identified and served through the program to address Gap 5 and continuity of care services for those exiting the jail.
- B. The Texas Statewide Behavioral Health Strategic Plan fiscal years 2017-2021 Identified 13 Gaps and challenges related to coordination, access, and service provision within the behavioral health system in Texas. The major service gap identified in our community can be summarized as a failure to link individuals in the criminal justice system (Gap 5), the services of our plan will also be able to address other gaps including those with Serious Mental Illness (Gap #1), Veterans (Gap# 4), Intellectual disabilities (Gap # 9), and those with Substance Use Disorders (Gap #1.) The Program seeks to promote and support behavioral health program and service coordination to ensure continuity of series and access points across state agencies. By doing so, we will maximize behavioral health prevention and early intervention.

Data from FY17 indicates 33% of inmates booked into the Collin County Jail were identified as possibly having a mental health issue or developmental disabilities and 2018 has spiked to 57%. There has been NO continuity of care for Individuals exiting the County jail other than the MHMC program prior to the HB 13 grant. The individuals were left to independently seek services from individual service providers and continuity of care is an ongoing hurdle (Gap# 5, 6.) There was no true case management or discharge planning to provide assistance. For years those with mental health issues, intellectual disabilities,

substance abuse issues and veterans, have been released from the jails at midnight without medication and perhaps only the mere suggestion to seek mental health services. More often than not they have no Identification, no transportation, and no housing (Gap# 5, 10, 12.) Seeking such services would be overwhelming for a stable fully functioning person, it is impossible for those actively suffering from mental health issues. Recent legislative changes have increased the release of inmates quickly on bond. As a result, higher numbers of those with mental illness are released without the benefit of linking to services including the continuity of care and transportation to appointments for the identified populations (Gap# 1, 4, 5, 6, 9, 10, 11.) An inability to fill the gaps and link to services perpetuates the return of these individuals to the criminal justice system.

Coordinated Release position in our jail can address over half of the Gaps identified in the Statewide Plan (Gap# 1, 4, 5, 6, 9, 10, and 11.) Our county currently operates the Mental Health Managed Counsel (MHMC), which has provided coordination of services, to inmates in the MHMC program, who are released. Through the HB 13 funds we were able to expand the program to provide services to in custody individuals meeting screening criteria. The Program has seen the benefits of continuity of care and discharge planning in the bond program, which was replicated by expanding to a Coordinated Release Program. The MHMC office has established a collaborative team to provide prompt access and continuity of services. The collaborative resources include, the local mental health authority-LifePath Systems (LPS), LPS jail diversion teams, area providers, MHMR's, the Veteran's Administration, Shelters, medication service providers, substance abuse programs, and more. LPS has hired a jail diversion case worker to work in coordination with the CRCM. The rise in jail population, incidence of mental illness and legislative changes have made it clear continuity of care should be provided to all of the identified inmates and should be a priority. By expanding the MHMC program and providing continuity of care through coordinated release, persons needing services will be ensured prompt access to coordinated, quality services via assistance with enrollment in services, making appointments, receiving medications, and transportation to provide continuity of their care, ultimately closing the gaps and reducing incidence of re-incarceration.

- C. Community partners and county departments participated in discussions regarding the gaps in our community and identifying the primary gap, where we could impact the identified gaps and population without duplicating services. Gap 5 Continuity of Care for persons leaving jail remains a high concern. The community collaborative holds meetings quarterly to continue the ongoing discussions regarding community needs.
- D. Geographic and demographic information, such as population trends, or specific demographics related to risk factors, prevalence of individuals with mental health and/or what the mental health landscape looks like; and In May 2019 the Census Bureau released data showing Collin County has a population of 1,005,146. The county is 95%

urban and 5% rural. The county demographics through suburbanstats.org indicate 71% white, 14% Hispanic, 11% Asian, 8 % black, the county There is an estimated 100,000 individuals with schizophrenia, bipolar, or major depression and as many as 31,000 of those individuals may have a co-occurring substance use disorder. Despite these numbers representative of the County population the Early Identification of mental illness in our jail was 57% in FY 2018, Collin County has a local mental health authority, at least two comprehensive mental health providers, numerous independent counseling and psychiatric practices, several substance abuse outpatient treatment programs, two methadone maintenance providers, and at least four private psychiatric inpatient facilities that accept private pay, private insurance and Medicare and Medicaid clients. The jail population and incidence of mental illness continues to increase.

FORM F: PROJECT DESIGN**A. Describe the goals and expected outcomes of the Proposed Project.****B. Describe each of the following:**

1. Proposed treatment, prevention, early intervention, and/or recovery services,
2. Proposed transition and support services, and
3. If any, activities related to optional strategies;

C. How Proposed Project services and activities:

1. are based on evidence and/or available research, and cite resources; and
2. are implemented to fidelity to evidence and/or available research.

D. Describe how services and activities are integrated with other services including substance use disorder, intellectual and/or development disability, and physical health services.**E. Describe how community partners will be involved in the provision of Project services, supports, and activities.****F. Describe strategies to serve individuals in remote or underserved areas within the Project service area.****G. Describe how the Project uses a collaborative approach within the community to maximize existing resources and avoid duplication of effort.**

Responses for A through G are limited to 14,000 characters in total. Please label your response to each question above as appropriate (ex. A. The goals of the Proposed Project ...).

A. The Goals and expected outcomes of the project will address the unmet service needs of those involved with our criminal justice system and county jail. The CRCM will assist identified inmates with discharge planning to connect them with local providers, ensure they have the most basic forms of identification, assist with coordinated release and ensure medications are called to a local pharmacy for continued medication compliance. The CRCM will work closely with the local MHA –Lifepath Jail Diversion program for continuity of services and handoff.

B.1. The proposed treatment is completed by service providers and local resources. The CRCM will assist in intervening with inmates/clients during their incarceration to assist with positive outcomes post release.

B.2. The support services will be provided through a coordinated release plan. The expansion of the program to reach a larger number of the special population being released will

provide continuity of care, which has been non-existent. The planner will be able to establish a discharge plan and refer the person to an appropriate provider. The plan would include verification of ID and assistance with a Jail ID or other ID as indicated. The CRCM will be able to initiate pre enrollment paperwork to the provider so that the process will be less cumbersome and stressful upon discharge. By coordinating with the LMHA jail diversion program, the planner is able to schedule the release, schedule transportation directly to enrollment and appointments at the local LMHA with no delays. Medications will also be checked to ensure the prescription is phoned to a local pharmacy for continuity of medication.

- C.1 The Project is based on research regarding successful reentry sources include *Release Planning for Successful Reentry: A Guide for Corrections, Service Providers and Community Groups*, Urban Institute Justice Policy Center, 2008 (<http://www.urban.org/sites/default/files/publication/32056/411767-Release-Planning-for-Successful-Reentry.PDF>); *Discharge Planning*, National Commission on Correctional Health Care, (<https://www.ncchc.org/discharge-planning>), and *Systems Improvement through Service Collaboratives*, Center for Addiction and Mental Health, 2015 (<https://www.eenet.ca/sites/default/files/pdfs/APIC.pdf>).
- C.2. The plan will be implemented to evidence research utilizing guidelines organized around the Assess, Plan, Identify, and Coordinate (APIC) model by implementing of the following:
- i. Assessing clinical and other needs, as well as public safety risks
 - ii. Planning treatment and other service needs
 - iii. Identifying correctional and reentry interventions
 - iv. Coordinating community reentry plans, interventions, and services
- D. Services and activities are integrated with other services including substance use disorder, intellectual and/or development disability, and physical health services by identifying the specific individual needs and locating appropriate community resources to fill the need. The client/inmate is provided referral information and assisted in enrolling for services and establishing appointments as needed.
- E. Community partners will be involved in the provision of Project services, supports, and activities. Community partnerships will be enhanced by working with relevant agencies such as Community Corrections and Supervision, LMHA, mental health providers, social security, treatment providers, and housing providers. We will foster community collaboration by encouraging all members of the community to provide information on service provided and specific requirements to enhance the services available. Duplication of services will be eliminated, as there will be a coordinated handoff and no ongoing service provision.

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- F. Persons in remote or underserved areas within the Project service area will be identified through the program and resources will be sought in the outlying areas. We will continue to work in identifying partnerships and new resources to fill the gaps in the underserved areas.
- G. Program collaboration with community resources will maximize existing resources and avoid duplication of effort. Rather than providing or duplicating resources our programs assists the individuals in accessing the already existing resources.

Required Attachments:

1. Letter of support from local mental health authority(ies) and other community providers in the Proposed Project service area. HHSC prefers that communities work together to streamline projects serving the same geographic area that seek to address the same gaps and unmet needs.

FORM G: CULTURAL COMPETENCE**A. Demonstrate that Project services and activities are:**

1. The project will continuously seek resources and services to provide trauma-informed care specific to the client's identified needs.
2. Plans are developed in partnership with the individual and based on the individual's unique strengths and needs. The plans are completed with the active involvement of the individual and with consideration of their needs and strengths. The program strives to assist the individual to develop a plan which will connect the client to necessary services and engage the individual for continued support.
3. The program is housed in the jail so environment is not consideration for environment at this stage of the program. However the individual's preferences are an integral part of the discharge plan and community services.
4. The program continuously works to build resources which provide diverse options for cultural, racial, ethnic and linguistic differences. Our community consists of a wide range of languages, and cultures and we want to provide individuals with choices. We have recently worked in identifying resources for the hearing impaired.

Response must be limited to 3,500 characters. Please label your response to each question above as appropriate (ex. A. Project services and activities are ...).

FORM H: PROJECT TIMELINE AND MILESTONES

- A. In the table below, provide a timeline including milestones and anticipated completion data associated with planning and implementing the Proposed Project. Include key activities related to achieving Project goals.**

Key Activity and Milestone	Lead Person	Timeframe
<i>A. Develop data collection format to yield usable data for reporting and evaluation of program efficacy.</i>	<i>Chief Attorney Alyse Ferguson</i>	<i>Months 1 through 2</i>
<i>B. Case Management and Accountability. Transition Planning, Ideal Array of Services. Case Manager Role.</i>	<i>CRCM</i>	<i>Months 2 through 12</i>
<i>C. Target Population, develop flowchart and specific referral sources for identification of clients</i>	<i>CRCM</i>	<i>Months 3 through 12</i>
<i>D. Identify community resources, including housing, transportation, mental health, medication, veteran's, IDD, trauma-informed care</i>	<i>CRCM</i>	<i>ongoing</i>

- A. Describe how the Applicant will ensure milestones and key activities are accomplished timely.**

Responses must be limited to 1,750 characters in total, not including tables. Please label your response to each question above as appropriate (ex. B. Milestones will be met...).

- A. Milestones will be met for data collection methods by identifying data to be collected and which will provide both required data and data useful in measuring program efficacy. Once identified a format will be established to maintain and collect the data.
- B. Milestones will be met to establish case management and accountability by developing a transition plan and a specific array of services to ensure client needs are identified. Case Manager will identify and target client strengths and needs. Supervisory review monthly as needed to refine and develop the process. Maintaining an ongoing relationship with the client, linking the inmates/clients with appropriate resources, tracking progress, monitoring conditions imposed by the courts.

- C. Milestones will be met to establish a flow chart/process for referral of cases. The process of referrals will be evaluated to determine the sources of referrals and the best means/mode for receiving the referrals so that they are addressed timely and efficiently. Team meetings will discuss and plan the process for these cases.
- D. Milestones will be met for Identification of community resources, such as housing, transportation, mental health, medication, veteran's, IDD, and trauma-informed care by expanding the resource lists maintained for client assistance. This milestone will be ongoing in order to consistently strive to be aware of available community resources. The milestone will be evaluated monthly at team meetings

FORM I: PERFORMANCE MEASURES

- A. Using the table below, enter the estimated number of individuals to be served on an annual and monthly basis.**

Estimated number of individuals to be served	Number
Unduplicated individuals served <u>annually</u> <i>How many unique individuals will be served over one year</i>	360
Unduplicated individuals served <u>monthly</u> <i>How many unique individuals will be served during one month</i>	36

- B. Describe how the unduplicated annual number and monthly number of individuals to be served was determined.**

- C. Using the table below, enter the service or activity, as described in Form F: Project Design, and the estimated number of encounters for that service. Rows may be added to the table.**

Estimated number of service encounters <u>monthly</u> <i>Service encounters may include assessment, interventions, rides, coordination activities</i>	Number
<i>Ex. Assessments</i>	25
Intakes	65
Discharge plans	65
Rides	25
Coordination Activities	150

- D. Using the table below, and as applicable, indicate at least one area in which the Applicant plans to demonstrate Project effectiveness**

Measurement Area	Yes/No
Improve individual functioning and autonomy <i>How are individuals' functioning and autonomy improved after Project participation?</i>	No
Improve quality of life <i>How is quality of life improved for individuals participating in the Project?</i>	Yes
Prevention of adverse events <i>To what extent is the Project preventing adverse events from occurring?</i>	Yes
Return on investment <i>What is the return on investment for the Project?</i>	No

- E. Describe how the Applicant will monitor Project implementation progress and provide oversight to the Project, including but not limited to:**

1. Meeting goals and expected outcomes of the Project;
2. Quality and effectiveness of services provided and activities conducted; and
3. Satisfaction of individuals receiving services and participating in activities.

- F. If the Proposed Project is a current or former CMHG project or if the Project has been previously implemented by the Applicant organization, describe:**

1. Measures currently or formerly used to measure effectiveness; and
2. The outcomes of the previous implementation.

Responses to A through D must be limited to 2,450 characters in total, not including tables. Please label your response to each question above as appropriate (ex. B. The unduplicated number of clients was determined...).

- B. The unduplicated number of clients was determined by reviewing the Data for last year along with expected efficiencies and stability of staff. Due to difficulties with staffing and the initial program implementation there was a limited amount of data to be used. We reviewed the data for optimum monthly interactions and the maximum workload that could be supported as the cases have proven to be high intensity.
- D. The program will improve the quality of life for individuals by directly connecting them with resources and care and improving overall satisfaction, mood and community connections. The program further assists in completing pre-enrollment when possible to reduce the hurdles to the individual entering services.

The program will decrease adverse effects by coordinating services, making referrals and intervening before adverse events such as hospitalization, suicide, or further justice involvement occur. We will track data and adverse events avoided along with successes.

Adverse effects such as return to incarceration may be prevented by engaging the individual in services and ensuring the continuity of care. Ultimately we hope to see a decrease in the recidivism rate.

- E.1. Program status and progress will be reviewed quarterly by the team and during weekly meetings as well to monitor goals.
- E.2. The team will meet weekly to review priority cases and discuss the services which may be provided and to identify progress toward discharge to assist in providing discharge planning.
- E.3. The individual satisfaction will be monitored via followup calls and feedback received as well as the individuals progress toward goals.
- F.1 The project effectiveness is measured by the goals completed by the individual within 30 day as well as successful discharges from the mental health bond program. We will also look at rearrest rates but as yet have not had enough time pass to provide a measure.
- F.2 The previous data showed demonstrated successful completions from mental health bonds. Due to start up staffing issues we have not collected adequate data to date. We will continue to evaluate the progress for the individuals and determine what continuity of care steps will best help them achieve success.

FORM J: SUSTAINABILITY

- A. Given CMHG funding is time-limited, describe any anticipated negative consequences related to individuals transitioning out of services as a result of HHSC grant funding expiring at the end of the grant contract.**
- B. Describe what approaches will be taken to mitigate identified anticipated negative consequences of individuals transitioning out of services.**

Responses to A and B must be limited to 3,500 characters in total. Please label your response to each question above as appropriate (ex. A. Anticipated negative consequences...).

- A. There are no anticipated negative consequences for individuals transitioning out of service if the grant term expires. Since we assist in discharge planning rather than the actual provision of services the only negative consequences would potentially be to any new unserved persons.
- B. There are no anticipated negative consequences to the individuals. However we will continue to search for ways to sustain the program and positions long term.

FORM K: APPLICANT EXPERIENCE ADMINISTERING SIMILAR PROJECTS**A. Describe the Applicant's experience in:**

1. Successfully implementing projects similar in scope and complexity to the Proposed Project;
2. Successfully implementing projects serving persons with mental illness; and
3. Successfully implementing projects in coordination with community partners.

B. Describe the Applicant's previous experience with grants and contracts related to:

1. State and/or federal grants;
2. Cost reimbursement funded grants; and
3. Matching grants.

C. In the table below, provide descriptions of grant projects administered by the Applicant within the past five (5) years that demonstrate the ability to perform the Scope of Work as described in this RFA.

Name of Grant Program	Grantor/Funding Organization	Amount	Grant Award Period	Matching requirement
Women, Infants, and Children	Texas Dept. of State Health Services	1,489,617	10.01.2018-09.30.2019	N/A
Public Health Emergency Management	Texas Dept. of State Health Services	545,327	07.01.2018-06.30.2019	54,540
Cities Readiness Initiative	Texas Dept. of State Health Services	128,650	07.01.2018-06.30.2019	12,859
Zika	Texas Dept. of State Health Services	187,574	03.01.2017-07.31.2019	N/A
Immunization Outreach	Texas Dept. of State Health Services	354,062	09.01.2018-08.31.2019	N/A
IDCU/Surveillance and Epidemiology	Texas Dept. of State Health Services	342,445	09.01.2019-08.31.2021	N/A
Local Public Health System	Texas Dept. of State Health Services	43,278	09.01.2019-08.31.2020	N/A
TB Prevention and Control-State	Texas Dept. of State Health Services	152,828	09.01.2019-08.31.2020	30,566
TB Prevention Control-Federal	Texas Dept. of State Health Services	114,386	01-01-2019-12.31.2020	22,887
Victims of Crime Act-Sheriff's Office	Office of the Governor	126,000	10.01.2018-9.30.2020	31,500
Victims of Crime Act District Attorney's Office	Office of the Governor	126,000	10.01.2018-09.30.2020	31,500
State Criminal Justice Planning – Juvenile Drug	Office of the Governor	50,000	09.01-2018-08.31.2019	N/A
State Criminal Justice Planning-Teen Court	Office of the Governor	31,800	10.01.2018-09.30.2019	N/A
Fund for Veterans Assistance-Regional Treatment Court	Texas Veterans Commission	400,000	07.01.2019-06.30.2020	N/A

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Justice Assistance	US Department of Justice	16,960	10.01.2016-09.30.2020	N/A
Urban Area Security Initiative-Regional Fusion Center Analysts	US Department of Homeland Security	227,021	10.01.2018-09.30.2019	N/A
Emergency Management Performance Grant	Texas Division of Emergency Management	60,000	10.01.2018-09.30.2019	N/A
IRS Task Force	Internal Revenue Service	31,000	10.01.2018-09.30.2019	N/A
Title IV-E Foster Care Legal Services	Department of Family and Protective Services	42,817	10.01.2018-09.30.2019	N/A
Title IV-E Foster Care Welfare Care	Department of Family and Protective Services	4,250	10.01.2018-09.30.2019	N/A
Community Supervision	Texas Department of Criminal Justice Department	6,231,074	09.01.2019-08.31.2020	N/A
GIS Rural Addressing	North Central Texas Council of Governments	48,962	09.01.2015-	N/A
Public Safety Answering Point	North Central Texas Council of Governments	41,530	09.17.2009	N/A
Shoap RN Program	Shoap Foundation	41,280	10.01.2018-09.30.2019	N/A
Chapter 19	Secretary of State	186,383.79	06.01.2019-08.31.2020	N/A
Texas VINE Program	Office of the Attorney General Texas	27,715.35	09.01.2019-08.31.2020	N/A
Internet Crimes Against Children	US Department of Justice	18,000	07.01.2016-09.30.2019	N/A
Indigent Defense Formula Grant	Texas Indigent Defense Commission	685,996	10.01.2018-09.30.2019	N/A

D. Describe the Applicant's experience in collecting, analyzing, and reporting performance and outcome data.

E. Describe the Applicant's experience in managing and reporting expenditures and match, and if applicable, in coordination with community partners.

F. In the table below, identify proposed key personnel and submit brief bio and current job descriptions to demonstrate experience germane to proposed project roles.

Role	Name	Current Job Title	Email	Bio/Job Description provided? (Y/N)
Person responsible for directing project	Alyse Ferguson	Chief Attorney MHMC	aferguson@co.collin.tx.us	Yes

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Person responsible for day-to-day project activities	Alyse Ferguson	Chief Attorney MHMC	aferguson@co.collin.tx.us	Yes
Person responsible for billing/accounting and match	Linda Riggs	County Auditor	lriggs@co.collin.tx.us	Yes
Person responsible for data collection/reporting	Alyse Ferguson	Chief Attorney MHMC	aferguson@co.collin.tx.us	Yes

Responses to A through D must be limited to 5,250 characters in total, not including tables. Please label your response to each question above as appropriate (ex. A. Our organization has the following experience...).

A.1 Collin County has successfully implemented a program of similar scope, the Collin County Mental Health Managed Counsel Program applied for a grant through the Texas Indigent Defense Commission for implementation of a Mental Health Managed Counsel program. The grant was a 4 year decreasing grant for \$381,395. The Program has successfully addressed the targeted issues for mental health cases and saved the county over \$1.6 million in jail bed days. The grant required quarterly reporting and data collection. The program has successfully served clients with mental illness

A.2. Collin County has successfully implementing the Mental Health Managed Counsel project noted in A.1 to serve persons with mental illness. The project has continued to expand resources and services since inception.

A.3 The MHMC Program noted in A.1 worked with community partners and the local LMHA to establish resources and develop a working partnership. Throughout the MHMC programs development the community partners and LMHA relationships and services have evolved as well to include working with Mobile Crisis, jail diversion teams, case managers and OSAR.

B.1 The data in the above table reflects Collin County's experience with both state and federal grants.

B.2 The data in the above table includes cost reimbursement funded grants

B.3 The data in the above table reflects Collin County's experience managing matching grants.

C. Describe the Applicant's experience in collecting, analyzing, and reporting performance and outcome data. Collin County collects performance and outcome data on all of the grant programs that we have been awarded. We collect many levels of data for the performance of the programs to show improvements in each program and to also show if there are any areas in which we can continue to improve. All data is always reported to the grantors in monthly, quarterly, and annual reports. Financial data is also collected in several ways via our financial software system and through the creation and updating of spreadsheets. We also utilize software programs to data mine raw data to analyze and create reports for the granter. The financial data is reported monthly, quarterly, and annually as well.

D. Collin County has long term experience in managing and reporting expenditures and match. The above table only represents one year of grants handled by Collin County. Nearly all of the grants in the table above are annually recurring grants with similar amounts. As evidenced by the number of grants handled, and the recurring nature of most, Collin County has decades of experience handing state, federal, and private foundation grants, most of which are cost reimbursement.

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- E. The key personnel bios and bio and current job descriptions are provided in the exhibits. Collin County's financial staff is adept at managing grants with both in-kind or cash match requirements. Collin County is composed of many different departments, who each manage collecting, tracking, and analyzing programmatic and performance data in various manners.

Required Attachments:

- a. *Brief bios and current job descriptions for Key Personnel to demonstrate experience germane to Proposed Project roles.*

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Narrative for Table A1 – State Requested Personnel Funds:

ex. Case Manager: Provides services/supports to homeless/formerly homeless veterans enrolled in the rapid rehousing program. Assists clients in obtaining housing and maintaining housing stability. Also develops a network of housing resources and supportive services to assist the client's work toward self-sufficiency. Calculation: See Table A1.

Case Manager provides 100% of time to grant and will provide continuity of care services to incarcerated individuals exiting the jail and develop a network of resources to assist the client's work toward reentry. Calculation Table A1-100% . Salary is for a 24 month grant period.

Narrative for Table A2 – Matching Personnel Funds:

*ex. **Housing Director:** Responsible for supervisory support, program strategy, and day-to-day program operations. Calculation: See Table A2.*

The Chief Attorney will provide oversight to the case manager, grant oversight and reporting Calculation See Table A2-percent of time needed for responsibilities. Based on a 24 month salary.

B. Fringe Benefits

For **total personnel costs** listed in Tables A1 and A2, include annual fringe benefits costs by component.

Note: Items below (FICA, worker's comp, insurance, retirement) are offered as categories for convenience as these are often categories Applicants use. You may use these, replace, or add to them.

Also, several columns (rate/annual cost, number of employees, total wages) are offered for use in easily arriving at calculated costs.

If you need to use other types of information, enter the Component and Total Cost only in the table. Then, provide calculations in the narrative boxes below.

Table B1 – State Requested Fringe Benefits Funds:[illegible]

Total Fringe Benefits Funds (State Requested and Matching Funds):

Table B2 – Matching Fringe Benefits Funds:

Component	Rate	# Employee s	Total Wages	Matching Fund Source	Matching Funds Committed (Committed, Anticipated, or To Be Raised)	Total Cost
<i>Medical insurance</i>				<i>Lead Applicant - In-kind</i>	<i>Committed</i>	<i>\$ 12,000</i>
FICA Chief Attorney	7.65%	1	37,472	in-kind	Committed	\$ 2,867
LTD Chief Attorney	0.25%	1	37,472	in-kind	Committed	\$ 94
Medical insurance Chief Attorney	\$12,600	1		in-kind	Committed	\$ 1,890
Retirement Chief Attorney	8.00%	1	37,472	in-kind	Committed	\$ 2,998
STD chief attorney	\$3.20	1	24	in-kind	Committed	\$ 77
Suppl Death Chief Attorney	0.26%	1	37,472	in-kind	Committed	\$ 97
Unemployment Ins Chief Attorney	0.10%	1	37,472	in-kind	Committed	\$ 37
FICA	7.65%	1	\$ 86,845	in-kind	Committed	\$ 6,644
LTD	0.25%	1	\$ 86,845	in-kind	Committed	\$ 217
Medical Insurance	\$12,600	1		in-kind	Committed	\$ 12,600
Retirement	8.00%	1	\$ 86,845	in-kind	Committed	\$ 6,948
STD	3.20%	1	24	in-kind	Committed	\$ 1
Supplemental Death	0.26%	1	\$ 86,845	in-kind	Committed	\$ 226
Unemployment Insurance	0.10%	1	\$ 86,845	in-kind	Committed	\$ 87
						\$ -
						\$ -
						\$ -
						\$ -
Total Table B2						\$ 34,781

\$	34,781
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2. Provide a justification for each benefit listed in Tables B1 and B2. Describe how each is necessary to accomplishing the project.

Narratives must include a calculation to demonstrate how the cost was determined unless that determination is made clear using the tables above.

Narrative for Table B1 – State Requested Benefits Funds:

FICA: Employer contribution for Social Security and Medicare for staff listed in Table A1.

Calculation: Personnel Total Cost x 7.65%.

Narrative for Table B2 – Matching Fringe Benefits Funds:

Medical Insurance: Company pays 100% of health insurance premiums. 2 staff x \$500 per month x 12 months.

Case Manager Fringe Benefits paid by matching Collin County pays 100% of employee insurance x FICA: Employer contribution for FICA, Calculation: Personnel Total Cost x 7.65% x 2 years, LTD, Calculation: Personnel Total Cost x .25% x 2 years; Medical Insurance calculated at 12,600 x 1 x 2 year; Retirement 8% x personnel total cost x 2 years; STD calculated at 3.2% x 1 x 2 years; Supplemental Death calculated at .26% x 1 x Total Personnel Cost x 2 years; Unemployment insurance calculated at .1% x 1 x Total Personnel cost x 2 years. Based on a 24 month grant period.

Case Manager is to complete training related to job duties, Calculated at 3 Trainings x aprox mileage of 500 miles x 1; airfare calculated at 323 x2 (roundtrip)x 1 x1 trip; Training fees 4 trainings x 1 x avg fee of 300; Hotel x 1 x 135 avg per night x 7 nights. Based on a 12 month grant period.

Note: UGMS defines equipment as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the Applicant for financial statement purposes or (b) \$5,000.

[illegible][illegible]

\$ 4,921

ex. **Copier Lease:** Percent charged to grant based on monthly use. Calculation: Estimated 75% of copies used for TV+FA grant activities x \$650 per month lease x 12 months.

ex. **Office Supplies:** File folders, pens, copier paper, etc. \$120/month x 12 months

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List all client services to be provided as a part of the proposed project as described in the Narrative Proposal. An itemized break-out of each service is required, and extra lines may be inserted into this table.

Table E1 – State Requested Client Services Funds

Name of Service Provider	Payment Basis	Rate	Number of Payments / Hours	Total Cost
<i>Ex. Therapist: LPC or LCSW</i>	<i>Per hour</i>	<i>100</i>	<i>240</i>	<i>\$ 24,000</i>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Table E1				\$ -

Total Client Services Funds (State Requested and Matching Funds):**Table E2 – Matching Client Services Funds**[illegible]

\$	8,424
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Describe each contractual cost listed in Tables E1 and E2 above and provide a justification for each item describing how it is necessary to accomplish the project.

If applicable, include the estimated numbers of clients to be served. Narrative must also include a calculation to demonstrate how the cost was determined.

Narrative for Table E1 – State Requested Client Services Funds:

ex. **Therapist:** One LPC or LCSW to provide professional counseling services. Calculation: Estimated 20 hours/month x 12 months x \$100/hour.

Narrative for Table E2 – Matching Clients Services Funds:

ex. **Transportation Services:** Partner organization will provide estimated 375 rides to clients at a rate of \$20 per ride. Calculation: \$20/ride x 375 rides.

Transportation of clients calculated at 30 per month x 24 mo x average of 20 miles per ride x mileage reimbursement rate of .585 using Collin County Motorpool

F. Construction

The TV+FA grant program does not cover the cost of construction. This line is blank.

Table G1 – State Requested Other Direct Costs Funds

Total Other Direct Costs (State Requested and Contractual):	
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Other Direct Costs	Rate / Annual Cost	Allocation % (if applicable)	Matching Fund Source	Matching Funds (Committed, Anticipated, or To Be Raised)	Total Cost
<i>Ex. Nonperishable food for veterans food pantry</i>	\$ 1,250	100%	N/A	To Be Raised	\$ 1,250
Office Space 2 years	\$ 4,666	100%	In Kind	Committed	\$ 4,666
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Table G2					\$ 4,666

\$	4,666
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Narrative for Table G1 – State Requested Other Direct Costs Funds:

--

\$194.42 per month for 24 month grant period
--

All Total Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, and Other Direct Costs funds should sum to Total Direct Charges on Line 1 of Table I below.

Typical examples of indirect cost for many nonprofit organizations may include costs of operating/maintaining facilities and general administration e.g., salaries/expenses of executive officers, personnel administration, and accounting.

- 333

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs may be scrutinized for accuracy. Any costs claimed as direct must be fully explained, supported, reasonable and treated in a consistent manner across your organization. HHSC may ask the Applicant to re-classify costs as indirect if supporting documentation does not meet the above criteria.

To calculate the total allowable Indirect Recovery, enter the total Direct Costs in the first column of Table II. Then enter the rate to be used and calculate the total Indirect Recovery to be charged to the grant.

Table II – Total Indirect Recovery to be Charged to Grant

Total Direct Costs	Indirect Cost Rate (as approved in an attached federally negotiated cost agreement OR 10% of total Direct Costs)	Total Indirect Recovery Eligible to be Charged to Grant
\$186,730.17	10%	\$18,673.02
Total Table II		\$18,673.02

Table II – Indirect Recovery Costs: State Requested and Matching 1

Total Indirect Recovery to Be Charged to Grant	Indirect Recovery Costs – State Requested	Indirect Recovery Costs – Matching Funds
\$18,673.02	\$0.00	\$0.00

If Applicant is not submitting a federally negotiated indirect cost agreement, Applicant must provide a basic line item description for each indirect cost (ex. Executive Director, IT, Facilities). No further explanation is required. Again, direct and indirect costs are to be treated consistently and similarly either as a direct or an indirect cost to avoid double-charging the grant program.

Narrative for Table G1 – State Requested Other Direct Costs Funds:

ex. We are claiming 5% of indirect costs for reimbursement and 5% of indirect costs as match.
Calculation: \$1,599.50 total indirect costs 50% = \$799.75.

Narrative for Table I2 – Indirect Recovery Costs – State Requested:

ex. We are claiming 5% of indirect costs for reimbursement and 5% of indirect costs as match.
Calculation: \$1,599.50 total indirect costs 50% = \$799.75.

J. Budget Table

Total Costs from Tables A through I are automatically reflected in Table J.

Table J

Table	Budget Category	State Request	Match	Total Project
DIRECT COSTS				
A	Personnel	\$86,845	\$37,472	\$124,317
B	Fringe Benefits	\$0	\$34,781	\$34,781
C	Travel	\$4,811	\$4,811	\$9,621
D	Supplies and Equipment	\$0	\$4,921	\$4,921
E	Client Services	\$0	\$8,424	\$8,424
F	Construction			
G	Other Direct Costs	\$0	\$4,666	\$4,666
H	Total Direct Costs	\$91,655	\$95,075	\$186,730
I	Indirect Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
Total Grant Amount		\$91,655	\$95,075	\$186,730



This is the amount the Applicant would be reimbursed based on the information provided in this document.

Collin County

Indirect Cost Rate Questionnaire for Request for Application

The Indirect Cost Rate Questionnaire (ICRQ) is required for current and potential HHS Contractors that receive grant funding (grantees) to initiate the use or approval of an Indirect Cost Rate, or Federally Approved Cost Allocation Plan for HHS System contracts. Grantees should complete all questions unless instructed to skip forward. This form and any requested documents should be included in the Request For Application (RFA) response.

Section 1. Grantee Information

Legal Name of Entity: **Collin, County Of**

Texas Identification Number (TIN): **074873449**

Organization Fiscal Year End Date: **09/30/2019**

Point of Contact Name: **Linda Riggs**

Point of Contact Title: **County Auditor**

Point of Contact Phone: **972-548-4643**

Point of Contact E-mail: **lriggs@co.collin.tx.us**

Section 2. State of Texas Grant History

Has the organization ever received a grant from a State of Texas agency **in the past**?

☒ Yes

☐ No

Using the check boxes below, indicate whether the underlying funds were from a Federal entity, State entity, or both.

☐ Federal

☐ State

☒ Both

Collin County

Section 3. Request *de minimus* Indirect Cost RateIf eligible, would the organization like to request the 10% *de minimus* Indirect Cost Rate?☐ Yes☒ No**Section 4. Request Reimbursement for Indirect Costs**

If eligible, does the organization wish to request reimbursement for indirect costs?

☐ Yes☒ No

The organization has indicated that indirect costs reimbursement from HHS is not applicable at this time for all HHS System Contracts. No further information is needed.

Skip to Section 7. Signature**Section 5. Federal ICR Information**1. Does the organization have a **current** ICR approved by any federal cognizant agency or a federally approved cost allocation plan?☐ Yes☐ No

Expiration Date:

Include the federal approval letter when submitting this form.

Skip to Section 7. Signature

Collin County

Section 6. State ICR Information (cont.)2. Has the organization had an ICR approved by any State of Texas agency **in the past**?☐ Yes**Include the most recent expired State approval letter when submitting this form.**☐ No3. Is any State of Texas agency **currently** reimbursing the organization for indirect costs?☐ Yes

List the Texas agencies that are currently reimbursing your organization for indirect costs.

☐ No4. Has any State of Texas agency reimbursed the organization for indirect costs on any grant award **in the past**?☐ Yes

List the most recent State of Texas agencies that reimbursed your organization for indirect costs.

☐ No**Section 7. Signature of Organization Representative**Printed Name: **Chris Hill**Signature: **Chris Hill**Digitally signed by Chris Hill
Date: 2019.12.02 11:25:28 -06'00'Title: **County Judge**

Date of Execution:

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

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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: Collin County

<u>Chris Hill</u>	<u>2 December 2019</u>
Signature of Authorized Representative	Date Signed
<u>Chris Hill, County Judge</u>	<u>972-548-4623</u>
Printed Name and Title of Authorized Representative	Phone Number
<u>756000873</u>	<u>972-548-4699</u>
Federal Employer Identification Number	Fax Number
<u>074873449</u>	<u>Chill@co.collin.tx.us</u>
DUNS Number	Email Address
<u>2300 Bloomdale Rd</u>	<u>McKinney, Tx 75071</u>
Physical Street Address	City, State, Zip Code
<u>N/A</u>	<u>N/A</u>
Mailing Address, if different	City, State, Zip Code

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.

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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 <div style="border: 2px solid red; padding: 5px; display: inline-block;"> Chris Hill <i>Chris Hill</i> </div>	TITLE <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Chris Hill, Collin County Judge </div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Collin County </div>	DATE SUBMITTED <div style="border: 2px solid red; padding: 2px; display: inline-block;"> 2 December 2019 </div>

Standard Form 424B (Rev. 7-97) Back

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**

Collin County

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

Prefix: Mr.

* First Name: Chris

Middle Name:

* Last Name: Hill

Suffix:

* Title: Collin County Judge

*** SIGNATURE:***Chris Hill**** DATE:**

2 December 2019

Collin County

EXHIBIT E: EXCEPTIONS AND ASSUMPTIONS FORM**EXCEPTIONS AND ASSUMPTIONS FORM**

RFA # HHS0004771

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, or (2) list all exceptions to any requirements, terms conditions, certifications or deliverables in the RFA or General Provisions.

Respondent must submit this form with their response.

Instructions:

- If no exceptions are being requested to any issue of the RFA, respondent must check the 'no exception' box below and leave the table blank.
- If exceptions are being requested, use the table below and fill in all columns for each exception.
- Ensure the RFA section number and page number or the number of the term or condition of the issue is stated.
- Ensure each exception is described fully or by reference to the exact location within the proposal and/or general provisions.
- Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.
- Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFA.
- Add more table lines as necessary.
- If more space for explanations or alternatives is reasonably needed, list the exception on this form and reference the attached page(s) – Ensure each attached page clearly identifies the line item it refers to.
- Any alternatives may also be embedded in the proposal narrative as appropriate to make the narrative clear, but in the proposal narrative the exception must be noted with the line item number on this form.

☒ **If no exceptions are being requested, check this box and leave the table below blank**

EXCEPTIONS AND ASSUMPTIONS FORM**RFA # HHS0004771**

Collin County

TABLE OF EXCEPTIONS

Exception No.	RFA Section No. and Page No. or no. of term or condition in the general provisions to which exception is requested	Full description of exception requested or reference to exact location of full description if found elsewhere in proposal and/or general provisions.	State if the exception is part of a proposal deliverable with a clear citation to the deliverable	Explanation of why the exception is being proposed and any proposed alternatives to the issue
1.				
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**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.

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“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.

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“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

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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.

(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.

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(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. De-identification 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

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- 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 de-identified, 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

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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.

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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. 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.

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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

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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 non-contributory 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.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____HHS0004771

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 _____, <u>201</u> .	DATE: _____

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**Attachment 2-
Security and Privacy Initial Inquiry
[Attach Completed SPI Here]**

 <div> TEXAS Health and Human Services </div>		HHS Enterprise Data Use Agreement - Attachment 2 SECURITY AND PRIVACY INITIAL INQUIRY (SPI)	
<p>If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 calendar days from the date the form is signed for all non-HIPAA contracts.</p>			
SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)			
1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.			<input type="radio"/> Yes <input checked="" type="radio"/> No
2. Entity or Applicant/Bidder Legal Name		Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:	
3. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.		Total Employees:	
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")		Total Subcontractors:	
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)		A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:	
		B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:	

6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	HIPAA <input type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input type="checkbox"/>	
Other (Please List)							
7. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 0	
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.							
b. Servers. Number of Servers that are not in a data center or using Cloud Services.							
c. Cloud Services. Number of Cloud Services in use.							
d. Data Centers. Number of Data Centers in use.							
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:						Select Option	
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						<input type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.	
9. HIPAA Business Associate Agreement						Yes or No	
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?						<input type="radio"/> Yes <input type="radio"/> No	
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)						<input type="radio"/> Yes <input type="radio"/> No	
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."						Yes or No	
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No	
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?						<input type="radio"/> Yes <input type="radio"/> No	

11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input type="radio"/> No
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Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u> Collin County	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit HHS Confidential Information outside of the United States of America, will Applicant/Bidder obtain the express prior written permission from the HHS agency and comply with the HHS agency conditions for safeguarding offshore HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No", an Action Plan for Compliance with a timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA related items is 30 calendar days, PII related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 compliant encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.).</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information with a subcontractor (e.g. cloud services, social media, etc.) unless HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

Section D: Signature and Submission

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify HHS of this immediately.

2. Signature	3. Title	4. Date:
---------------------	-----------------	-----------------

To submit the completed, signed form: <ul style="list-style-type: none"> Email the form as an attachment to the appropriate HHS Contract Manager.

Section E: To Be Completed by HHS Agency Staff:

Agency(s): HHSC: <input type="checkbox"/> DADS: <input type="checkbox"/> DFPS: <input type="checkbox"/> DSHS: <input type="checkbox"/>		Requesting Department(s):											
Legal Entity Tax Identification Number (TIN) (Last four Only): <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												PO/Contract(s) #:	
Contract Manager:		Contract Manager Email Address:		Contract Manager Telephone #:									

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INITIAL INQUIRY (SPI) Attachment 2 to the HHS Enterprise Data Use Agreement

Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 calendar days for HIPAA related contracts and 90 days for others from the date the form is signed

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Confidential Information will complete and email this form as an attachment to the appropriate HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines HHS Confidential Information as:*

"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) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(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.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)
- **Item 7d. Data Centers.** Provide the number of data centers in which you store HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."
- **Item #9b.** Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."

Item #10. Subcontractors. If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.

- **Item #10a.** Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard HHS Confidential Information and respond in the event of a Breach of HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.

Item #1. Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.
- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of HHS Confidential Information* **48-hour Formal Notice** *must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.*
 - **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any

Event or breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to HHS Confidential Information to only persons who have been authorized and trained on how to handle HHS Confidential Information
- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose HHS Confidential Information.
- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have HHS Confidential Information except to perform obligations under the contract, or with written permission from HHS.
- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of HHS Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

Item #3. Answer "yes" if your business has privacy safeguards to protect HHS Confidential Information as described in the SPI.

Item #4. Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access HHS Confidential Information. If you are the only person with access to HHS Confidential Information, please answer "yes."

Item #5. Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle HHS Confidential Information. If you are the only one with access to HHS Confidential Information, please answer "yes".

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.

Item #1. Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

Item #2. Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "yes" if your business monitors and manages access to HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to HHS Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #5. Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain HHS Confidential Information.

Item #6. Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

Item #7. Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."

Item #8. Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7>

Item #9. Answer "yes" if your business secures physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

Item #10. Answer "yes" if your business uses encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 compliant encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>.

Item #11. Answer "yes" if your business stores HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) . For more information regarding FIPS 140-2 compliant encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>. If you do not utilize end-

Item #12. Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access HHS Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

Item #14. Answer "yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing HHS Confidential Information, answer "yes."

Item #15. Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #16. Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

Item #17. Answer "yes" if your business reviews system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<http://windows.microsoft.com/en-us/windows/what-information-event-logs-event-viewer#1TC=windows-7>

Item #18. Answer "yes" if your business disposal processes for HHS Confidential Information ensures that HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate HHS Contract Manager.

Collin County

RFA No. HHS0004771
Submission Deadline: 10/28/2019

#REF!

SIGNATURE PAGE

This page only needs to be completed once per Applicant.

Signature of Authorized Representative on behalf of Applicant

I affirm the facts in this Application Package are truthful; I warrant the Applicant complies with all assurances and

Signature

A handwritten signature in black ink, appearing to be "Chris Hill", is written over a yellow rectangular background.

Name	Chris Hill, Collin County Judge
Phone	972-548-4632
Email	chill@co.collin.tx.us
Date	2-Dec-19

Collin County

Form

PCS 121**TEXAS**
Health and Human
Services**SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program +			
Solicitation No: HHS0004771	Solicitation Due Date: 12/04/2019	Solicitation Due Time: 02	00 p.m.
Addendum Date: 11/12/2019	Addendum No. 1		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum**BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:**

The purpose of this addendum is to post the slides from the Prebid Webinar dated 11/8/19.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION**RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

<i>Chris Hill</i>		Chris Hill, Collin County Judge
Authorized Signature		Respondent Name
2 December 2019	972-548-4632	chill@co.collin.tx.us
Date (MM/DD/YYYY)	Phone	Email

Collin County

Form

PCS 121**SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02	00 p.m.
Addendum Date: 11/13/2019	Addendum No. 2		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum**BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:**

The purpose of this addendum 2 is to extend the Deadline for submission of Solicitation Responses in Event Schedule 3.1 to December 9, 2019 and replacing Exhibit E with the attached.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION**RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.**

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

<i>Chris Hill</i>		Chris Hill
Authorized Signature		Respondent Name
2 December 2019	972-548-4632	Chill@co.collin.tx.us
Date (MM/DD/YYYY)	Phone	Email

Collin County

Form

PCS 121
TEXAS
 Health and Human
 Services

SOLICITATION ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Name/Title: HHS0004771 RFA HHSC Community Mental Health Grant Program +			
Solicitation No: HHS0004771	Solicitation Due Date: 12/09/2019	Solicitation Due Time: 02	00 p.m.
Addendum Date: 11/21/2019	Addendum No. 3		

PCS Contact Information

Purchasing Contact Phone: 512-406-2447	Purchasing Contact Name: Carolyn R DeBoer
Purchasing Contact Email: carolyn.deboer@hhsc.state.tx.us	

Description of Addendum
BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ABOVE REFERENCED SOLICITATION:

The purpose of this Addendum 3 is to replace Form A, B, C, D, D-1, and Forms L & M in it's entirety with the attached.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL SOLICITATION
RETURN ADDENDUM ACKNOWLEDGMENT FORM AS INSTRUCTED, FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF RESPONSE.

1. If respondent has submitted response prior to addendum, respondent may email the signed addendum to pcsbids@hhsc.state.tx.us prior to the solicitation due date and time.
2. Acknowledge receipt of this addendum on the face of your response, or
3. Sign and return this addendum to HHSC-PCS with the solicitation response to Procurement and Contracting Services, 1100 W. 49th Street, Austin, TX 78756; or

<i>Chris Hill</i>		Chris Hill, Collin County Judge
Authorized Signature		Respondent Name
2 December 2019	972-548-4632	chill@co.collin.tx.us
Date (MM/DD/YYYY)	Phone	Email

ATTACHMENT J

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Certificate Of Completion

Envelope Id: CC5A50AAEDE744C48FDD9544BDB4B0A7	Status: Sent
Subject: New \$364,560; HHS000477100010; Collin County; HHSC/MSS/BHS	
Source Envelope:	
Document Pages: 236	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 168.38.170.231

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
7/30/2020 2:33:17 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

DAC Approver	Signature	Timestamp
Reilly.Webb@hhsc.state.tx.us	Completed	Sent: 7/30/2020 2:42:34 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 168.60.153.205	Viewed: 7/31/2020 8:27:33 AM
		Signed: 7/31/2020 8:27:35 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Hill	Sent: 7/31/2020 8:27:41 AM
chill@co.collin.tx.us	
County Judge	
Collin County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Trina K. Ita

Trina.Ita01@hhsc.state.tx.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Mh Contracts	COPIED	Sent: 7/30/2020 2:42:34 PM
MHContracts@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Amy Pearson amy.pearson@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2020 2:42:34 PM
Judith Tyler judith.tyler@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/30/2020 2:42:34 PM Viewed: 7/30/2020 2:55:55 PM
Alyse Ferguson aferguson@co.collin.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/31/2020 8:27:41 AM Viewed: 7/31/2020 9:29:39 AM
Christopher Dickinson Christopher.Dickinson@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2020 8:27:41 AM
Payment Events	Status	Timestamps