

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES CONTRACT
UNDER THE
CHILDREN’S AUTISM GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“**HHSC**”), an administrative agency within the executive branch of the state of Texas, and <Grantee’s Full Legal Name including any “dba”> (“**Grantee**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for Autism Grant Program Services (the “**Contract**”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of the *Texas Human Resources Code* §117.082, *Texas Administrative Code* (“**TAC**”) Title 40, Part 2, Chapter 105, and *TAC* Title 1, Part 15, Chapter 392, Subchapter C, and is authorized by and in compliance with the provisions of the *Texas Government Code* Chapter 531.

III. STATEMENT OF SERVICES TO BE PROVIDED

Grantee shall perform or cause to be performed Children’s Autism Program Services (“**Program**”) and other contract requirements in accordance with the Contract, including the Statement of Work, which is attached and incorporated herein as **Attachment A**.

IV. DURATION

The Contract is effective on September 1, 2020 and terminates on **August 31, 2021**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

V. PAYMENT FOR SERVICES PROVIDED

The total reimbursement amount shall not exceed \$<Amount.00>, which is based on the hourly rate of \$<Amount.00> (the “**HHSC Hourly Rate**”). All expenditures under the Contract will be in accordance with **Attachment A**.

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (“**ICR**”) is contained within HHSC Hourly Rate and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **Attachment I, Indirect Cost Rate Letter**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **Attachment I** and revise HHSC Hourly Rate when the Indirect Cost Rate Letter is issued.

If HHSC, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the amended **Attachment I** and revised HHSC Hourly Rate.

VI. REPORTING REQUIREMENTS

Grantee shall satisfy all invoice and reporting requirements as set forth within in **Attachment A**. All invoice and reporting requirements will survive the termination or expiration of this Contract.

VII. CONTRACT REPRESENTATIVES

The following will act as the designated Representative authorized to administer activities, including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this Contract. The designated Party Representatives are:

Grantee

Full Name of Representative
Address
City, State, and Zip
Phone Number
Email Address

HHSC

Janete Olague, CTCM
1100 W. 49th Street; Mail Code 1938
Austin, Texas 78751
(512) 776-2180
janete.olague01@hhsc.state.tx.us

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the HHSC 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:

Grantee

Grantee's Full Legal Name
Attn: Full Name
Address
City, State, and Zip

HHSC

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N. Lamar Boulevard; MC 1100
Austin, Texas 78751

with copy to:

Health and Human Services Commission
Attn: Janete Olague, Children's Autism
Program Contract Manager
1100 W. 49th Street; Mail Code 1938
Austin, Texas 78751

IX. NOTICE REQUIREMENTS

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

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

X. GENERAL INSURANCE REQUIREMENTS

Grantee shall carry insurance in the types and amounts indicated in **Attachment F, General Insurance Requirements**, for the duration of this Contract. The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Upon request, HHSC, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

XI. PRIVACY, SECURITY, AND BREACH NOTIFICATION

Grantee certifies that it is, and shall remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with the Texas Health and Human System Data Use Agreement, attached as **Attachment H** and incorporated in this Contract by reference.

XII. SIGNATURE 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. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. <NUMBER>**

**HEALTH AND HUMAN SERVICES
COMMISSION**

<GRANTEE'S FULL LEGAL NAME >

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date of execution: _____ Date of execution: _____

The following Attachments to this Contract are attached and incorporated by reference:

- Attachment A- Statement of Work**
- Attachment B- Focused ABA Services Treatment Strategies Chart**
- Attachment C- HHSC Uniform Terms and Conditions - Grant (Version 2.16.1)**
- Attachment D- HHSC Autism Program Supplemental Conditions**
- Attachment E- HHSC Additional Provisions Conditions – Autism Program**
- Attachment F- General Insurance Requirements**
- Attachment G- Contract Affirmations (Version 1.6)**
- Attachment H- Texas HHS Data Use Agreement (Version 8.5 <or> Governmental Version 8.5 August 8, 2019 <or> Community Center Version 8.5 August 12, 2019)**
- Attachment I- Indirect Cost Rate Letter**

Attachments Follow

Statement of Work

1. **Program Purpose**

The purpose of this Program is to provide Applied Behavior Analysis services to children ages 3 to 15 with a diagnosis on the autism spectrum who reside in the state of Texas. Grantee shall provide services regardless of race, color, national origin, sex, age, religion, disability, political beliefs, sexual orientation, and family income.

2. **Grantee Responsibilities**

To participate as a provider under this Contract, the Grantee must:

- 2.1 Ensure compliance with this Contract, including these Grantee requirements;
- 2.2 Ensure compliance with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies in effect on the beginning date of this Contract unless amended, including, but not limited to, *Texas Human Resources Code* §117.082;
- 2.3 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the Program, included but not limited to, *TAC* Title 40, Part 2, Chapter 105, and *TAC* Title 1, Part 15, Chapter 392, Subchapter C. The foregoing rules in *TAC* Titles 40 and 1 as they relate to the Program may be further modified, revised, and moved within their existing titles or into *TAC* Title 26 during the term of the Contract. In the event of such modifications or moves, Grantee shall be required to comply with said rules;
- 2.4 Ensure compliance at all times with the current Program Policy Manual that is available online and can currently be accessed at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/assistive-services-providers/resources-autism-contractors>, as it may be modified or revised;
- 2.5 Comply with all requirements under the Uniform Grant Management Standards (“UGMS”), currently available online at: <https://ctgprod-alb.comptroller.texas.gov/purchasing/grant-management/>. The Texas Comptroller of Public Accounts (“CPA”), from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the UGMS, including any revisions to the standards during the Contract term;
- 2.6 Ensure compliance with the HHSC Grant Technical Assistance Guide, currently available online at: <https://hhs.texas.gov/doing-business-hhs/grants>. HHSC, from time to time and in its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting HHSC at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible

- for complying with the Grant Technical Assistance Guide, including any revisions to the standards during the Contract term;
- 2.7 Maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications of this Contract are met;
 - 2.8 Enroll eligible children in accordance *TAC* Title 40, Part 2, Chapter 105, Subchapter C, §105.309 and the requirements established in the Program Policy Manual;
 - 2.9 Add a child considered eligible for services based on the criteria set forth in the Program Policy Manual to the Grantee's interest list when there is no opening or funding available for HHSC Focused Applied Behavior Analysis (“**ABA**”) Services in the Program's service area in accordance with *TAC* Title 40, Part 2, Chapter 105;
 - 2.10 Provide Focused ABA Services according to the Treatment Strategies Chart, attached hereto as Attachment B; and
 - 2.11 Participate in quarterly conference calls and annual face-to-face meetings with no additional compensation, unless otherwise specified by HHSC.

3. **Autism Services**

To meet the mission and objectives of grant funds awarded under this Contract, Grantee must meet the following requirements:

- 3.1 Grantee will provide Focused Autism services to eligible clients in HHSC approved counties in accordance with applicable laws, rules, policies, and the Policy Manual. Autism services may include, but are not limited to, screening and eligibility determination, Applied Behavior Analysis services, autism case management and appropriate referrals, as necessary.
- 3.2 Grantee will provide services meeting the service parameters described in accordance with the Program rules and the requirements established in the Program Policy Manual.
- 3.3 Grantee will maintain documentation of all services provided in accordance with the Program rules and the requirements established in the Program Policy Manual.
- 3.4 Grantee will administer treatment protocols in accordance with the Program rules and the requirements established in the Program Policy Manual.
- 3.5 Grantee will must be maintained client and family participation requirements in accordance with the Program rules and the requirements established in the Program Policy Manual.
- 3.6 Grantee will assist HHSC in performing a client satisfaction survey in accordance with the requirements established in the Program Policy Manual.
- 3.7 Grantee will not provide services to children in institutional placements.

- 3.8 Grantee will comply with *Texas Family Code* §261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Grantee will ensure that all program personnel and sub-contractors are properly trained and adhere to this Contract requirement and compliance with *Texas Family Code* §261.101.
- 3.9 Grantee will cooperate fully with HHSC investigations of any complaint received from families or other parties regarding Grantee's Autism services, and when applicable as determined by HHSC and any other entity on behalf of HHSC, develop a corrective action plan to address identified issues in accordance with Program Policy Manual.
- 3.10 Grantee shall maintain an emergency evacuation plan that complies with all applicable local, state, and federal laws, rules and regulations governing provision of services under this Contract.

4. **Telehealth and Telemedicine Medical Services**

- 4.1 Grantee may use telehealth services (“a health service, other than a telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in the state of Texas and acting within the scope of the health professional’s license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology,”) and telemedicine medical services (“a health care service delivered by a physician licensed in the state of Texas, or a health professional acting under the delegation and supervision of a physician licensed in the state of Texas, and acting within the scope of the physician’s or health professional’s license to a patient at a different physical location than the physician or health professional using telecommunications or information technology”) as defined in *Texas Government Code* §531.001(7) (using the meaning assigned by *Texas Occupations Code* §111.001) as provided through Texas Medicaid.
- 4.2 Grantee must comply with all of the following:
 - a. Families must give written consent that they agree to receive services via telehealth and telemedicine;
 - b. Telehealth and telemedicine services must comply with all Texas Medicaid requirements for telehealth, as well as the licensure/practice act requirements for each provider; and
 - c. Technology used to provide telehealth services must be compliant with the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”) and the Health Insurance Portability and Accountability Act (“**HIPAA**”).

5. **Service Delivery Area(s)**

- 5.1 The children served must reside in the service area approved by HHSC. The service area for this Contract includes: **<County(ies)>**. Grantee may provide services to children outside of its designated service area, if Grantee requests and receives written

approval from HHSC, and the children reside in counties not covered by another Program grantee.

- 5.2 All requests for changes in service area assignments must be approved in writing by HHSC before implementation. HHSC reserves the right to negotiate the geographic boundaries of service areas awarded.

6. **Eligible Population**

- 6.1 Program eligibility is determined by applicable law set forth in Program rules and the requirements established in the Program Policy Manual.
- 6.2 The contracted number of children is for Autism services is **<Enter Number>**. This represents the Grantee's projected number of unduplicated children to be served during the Contract period. If during the Contract period it is foreseen that the Grantee might be unable to serve the contracted number of children, HHSC may reduce the Grantee's grant award amount in order to encumber funds under another Autism services contract so that additional children may be served, or to expend the funds on other appropriate purposes.

7. **Personnel Standards and Requirements**

- 7.1 Grantee must maintain qualified staff in accordance with Program rules and the requirements established in the Program Policy Manual.
- 7.2 Grantee must conduct a criminal background checks in accordance with Program rules and the requirements established in the Program Policy Manual.
- 7.3 Grantee must provide staff training and development in accordance with the requirements established in the Program Policy Manual.
- 7.4 Grantee must notify HHSC of changes in CEO, CFO, program director, and key personnel, in accordance with the requirements established in the Program Policy Manual. Notwithstanding the proceeding sentence, the Grantee must notify and seek approval of HHSC changes in program director and key personnel.

8. **Rates, Fee Schedule, Family Cost Share, Third Party Payments**

- 8.1 Contract funds must be expended within the current Contract period. Rollover of unexpended funds to the succeeding Contract periods will not be allowed.
- 8.2 Rates are subject to change to comply with any HHSC policy changes.
- 8.3 Grantee shall charge a "Family Cost Share" in accordance with Program rules and the requirements established in the Program Policy Manual.
 - 8.3.1 Grantee is required to utilize the fee schedule, and fee schedule instructions provided by HHSC, and the income information stated on the HHSC Children's

Autism Program Enrollment Form (“**Form 6000**”) to calculate the amount of monthly family cost share required for the services of all eligible children, regardless of the availability of private insurance or other third-party payer reimbursements.

- 8.4 Grantee shall calculate the monthly fee owed by the family of each eligible child according to the requirements established in the Program Policy Manual.
 - 8.4.1 The family’s cost share amount is the fee schedule amount established by HHSC.
 - 8.4.2 If the family has insurance that covers the ABA services and the in-network provider agreement between the insurance company and the Grantee requires that the Grantee accept the deductible, copayment, or coinsurance (“**DCC**”) and insurance reimbursement as payment in full, then the family’s cost share amount is the lesser of the fee schedule amount established by HHSC or the DCC.
- 8.5 HHSC is a “payer of last resort” in accordance with Program rules and the requirements established in the Program Policy Manual.
- 8.6 The following are Grantee responsibilities for third party payer claim administration:
 - 8.6.1 Grantee must develop and maintain policies and procedures that comply with Subsection 2.4 of Attachment A to this Contract. These policies and procedures must include whether cost share will be collected monthly prior to initiation of services, monthly after services are provided, or for families with third-party payer coverage of Autism services, after payment has been received.
 - 8.6.2 Grantee must take the steps required to become an enrolled provider in all third-party payer, public, and private plans, for which HHSC Autism clients are enrolled. Grantee must maintain documentation of any barriers to becoming an enrolled provider.
 - 8.6.3 When verification reflects that third-party payer coverage exists for Program services, Grantee must ascertain and document the required information reference below within this subsection. This information must be made available to HHSC or its authorized representative within 30 calendar days when requested by HHSC. The required information is as follows:
 - a. The type and limitations of the third-party payer coverage;
 - b. Preauthorization and utilization requirements for the third-party payer coverage; and
 - c. Claims filing information.
 - 8.6.4 Grantee is responsible for filing claims for an individual child’s services within 30 calendar days of the services being provided when services are covered under an applicable third-party payer policy. Grantee is required to file claims

within applicable claims filing deadlines and appeal claims, when appropriate, within the applicable deadlines.

- 8.6.5 HHSC will not reimburse for services related to claims that were denied due to the Grantee's failure to meet established deadlines set forth within Subsection 8.6.4 of Attachment A to this Contract. Grantee shall maintain records containing evidence of claims filed by the Grantee, and of claims honored and denied by third party payers. This documentation must be made available to HHSC upon request.
- 8.6.6 If preauthorization of services is required, Grantee must comply with all third-party payer preauthorization requirements prior to initiating and/or continuing autism services. Documentation of attempts to obtain preauthorization of services must be maintained in Grantee's records.
- 8.6.7 HHSC will not reimburse for services related to claims that were denied by a third-party payer because the Grantee failed to request the required preauthorization.
- 8.6.8 When preauthorization is granted for all or only a portion of the requested services, Grantee shall notify the family in writing of the applicability of the fee schedule established by HHSC prior to the initiation of services.
- 8.6.9 The treatment hours that the Grantee has deemed necessary that exceed approved preauthorized hours are considered uncovered by insurance. The Grantee may bill HHSC for uncovered services minus any applicable cost share. HHSC will not reimburse the Grantee for Treatment hours that exceed HHSC service caps outlined in the within Program rules and the Program Policy Manual.
- 8.6.10 For each child with private insurance or other third-party payer coverage for HHSC Autism services, Grantee must calculate the monthly family cost share amount owed pursuant to the requirements identified within this Contract. The Grantee may bill HHSC for the number of hours provided to an eligible child at the contracted HHSC Hourly Rate as set forth within Section V of this Contract, less the amount of payments received from private insurance or other third-party payer and less the monthly cost share amount.
- 8.6.11 Prior to initiating services, Grantee shall discuss with the child's family estimated private insurance and other third-party payer reimbursement, as well as the estimated monthly family cost share amount owed.
- 8.6.12 Private insurance and other third-party payer reimbursements received and monthly family cost share amounts must be used to offset the amount billed to HHSC for all Autism services billed during that month. The amount of private insurance reimbursements used to offset the cost is limited to the amount that would have been paid by HHSC as referenced herein as the HHSC Hourly Rate.

- 8.6.13 When Grantee policy requires family cost share to be collected during the month of service, third-party payer reimbursements received shall be reconciled to the Grantee's financial records for the month that the services were rendered so that the child's actual family cost share can be determined. Credits or payments to the insured shall be made within 30 calendar days after receipt of a reimbursement. HHSC may request at any time copies of the financial records showing reconciliations that include all payment sources.
- 8.6.14 Grantee may not bill HHSC for services provided to clients with known third-party payer coverage until after the third-party payer has paid or denied services. Grantee shall maintain a copy of the third-party payer explanation of benefits for services previously billed to third party payers onsite. This information must be made available to HHSC upon request.
- 8.6.15 Grantee may submit a request for advance payment utilizing the HHSC Autism Program Advance Payment Request Form ("**Form 6003**"). Requests for advance payments shall be limited to amounts outstanding for claims made to third-party payers (number of treatment hours claimed with third-party payers multiplied by the HHSC Hourly Rate). HHSC may deny requests for advance payments within its sole discretion.

9. HHSC Reimbursements and Invoicing Processes

- 9.1 HHSC will reimburse Grantee for all charges determined and invoiced in accordance with the terms and conditions of this Contract. All payments by HHSC under this Contract will be made in accordance with the "Texas Prompt Payment Act," Chapter 2251 of the *Texas Government Code*.
- 9.2 Grantee must properly submit its invoice by the tenth day of every month, using HHSC Autism Program Invoice Form ("**Form 6002**").
- 9.3 Electronic Invoice. Grantee must submit invoices to HHSC for review and concurrence in a secure, non-alterable electronic format (*.pdf is acceptable*) emailed to: childrens_autism_program@hhsc.state.tx.us with the "Grantee's full name, invoice number, and month and year of invoice" in the subject line. Upon concurrence, HHSC will submit the invoice to Accounts Payable.
- 9.4 Invoice Requirements. Each invoice submitted be in accordance with be in accordance with TAC Title 34, Part 1, Chapter 20, Subchapter F, Division 1, §20.487, Invoicing Standards, which should include, but is not limited to, *as applicable*:
- Grantee's Legal Name;
 - State of Texas vendor number or federal tax identification number;
 - Grantee's Telephone number;
 - Invoice number;
 - HHSC Contract Number;
 - Description of services provided (autism services);

- Date of Service;
- Quantity of treatment hours;
- Contract hourly rate;
- Total amount of invoice;
- In aggregate:
 - charges based on the hourly rate and number of treatment hours provided in the current month for children with no third-party payer;
 - charges for services provided in the current month and for which third party payment was received or declined during the current month;
 - charges for services provided in previous months but in which payment from third party payers was received or declined during the current month;
 - amounts received from third party payers during the month;
 - cost share amount collected or owed for the current month based on the fee schedule and instructions and the Grantee's policy for collecting cost share; and
 - deductions for advance payments; and
- The name and telephone number of a person designated by the Contract to answer questions regarding the invoice.

9.5 All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.

9.6 Grantee must submit a final invoice at the end of each Contract period by November 15th that reflects the services performed that were not previously invoiced due to pending third-party reimbursements.

9.7 Grantee must comply with HHSC's rules, policies, Contract provisions, and applicable instruction manuals regarding the collection and timely submission of complete and accurate data. Complete and accurate data (including invoice and client information) must be entered into the HHSC's Children's Autism Program database by the 10th calendar day of the following month of Austin services being provided and must comply with the database user manual. The Grantee must also have in place adequate internal controls, security, and oversight for the approval and submission of such data.

9.8 Grantee will provide services to children with Autism as described within the terms of this Contract and will bill HHSC for services only on the basis of the HHSC Hourly Rate. HHSC shall not pay for services that fail to adhere to the terms and provisions of this Contract. Notwithstanding anything to the contrary herein, Grantee may bill for interpreter services, mileage reimbursement for families in accordance with *Textravel* rates, or other HHSC preapproved Program related costs.

9.9 Grantee is required to reduce its invoice by the amount of the family cost share and may bill and collect cost share amounts owed by the responsible party (e.g., family, third-party payers, private sources, or some combination thereof). HHSC grant funds shall not be used to pay for any portion of the required family cost share.

9.10 HHSC reserves the right to verify the details set forth in Grantee's invoices, either before or after payment, by requesting additional information including inspecting books of the Grantee at a mutually convenient time or documentation which clearly indicates an activity has taken place or an expense has been incurred. Any revisions deemed necessary to the invoices by HHSC will require the Grantee to resubmit the invoice with a new date the invoice is submitted.

10. Reporting Requirements and Monitoring

10.1 Grantee shall report financial and programmatic information by the tenth day of every month. This information may include, but not be limited to, the items as follows:

- a. Consumer Data. Unique Consumer Identification Number (contractor assigned), name, address, date of birth, ethnicity and gender, family data and parent information;
- b. Service and Billing Data. Type of service(s) provided, cost per unit of service(s) provided/type, total cost for service(s) provided, private insurance coverage information, and public insurance coverage information;
- c. Aggregate Contractor Data. Number of consumers served, types of services provided, total cost for service(s) provided, reimbursement information (if any), private and public insurance payments and family cost share payments; and
- d. Required Data. (i) Contractor Name and (ii) Payment Identification Information.

10.2 The Grantee and/or any subcontractors associated with this Contract agree to permit on-site monitoring visits and desk reviews, as deemed necessary by HHSC to review all financial or other records and management control systems relevant to the provision of goods and services under this Contract. The Grantee will include this requirement in any subcontract associated with this Contract.

11. Performance Measures

HHSC will actively monitor Grantee's performance under this Contract including, but not limited to, the requirements as set forth in Attachment A to this Contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

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Focused ABA Services Treatment Strategies Chart

Language and Communication	Social Skills
<ul style="list-style-type: none"> • Functional Communication Training (FCT) • Augmentative and Alternative Communication (AAC) • Modeling/video modeling • Time delay • Reinforcement • Prompting 	<ul style="list-style-type: none"> • Video modeling • Social scripts and script fading procedures • Self-management • Peer-mediated intervention • Positive reinforcement • Prompting
Challenging Behavior	Adaptive Behavior
<ul style="list-style-type: none"> • Functional Analysis (FA) and Functional Behavior Assessment (FBA) • Response Interruption and redirection • Response cost • Skill Enrichment strategies • Differential reinforcement • Functional Communication Training (FCT) • Non-contingent reinforcement (NCR) • Extinction • Interspersed requests 	<ul style="list-style-type: none"> • Modeling/video modeling • Task-analysis and chaining • Graduated guidance • Response interruption and redirection • Self-management • Positive reinforcement • Prompting

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Attachment C

<Insert Applicable HHS Uniform Terms and Conditions Grant Version 2.16.1>

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HHSC Autism Program Supplemental Conditions

(Version 1.0)

The HHSC Uniform Terms and Conditions - Grant (“HHSC UTCs”), Attachment C of the Contract, is revised as follows:

1. **Section 9.2, Insurance**, of the HHSC UTCs is amended to add a new Subsection C as follows:

C. Notwithstanding the forgoing subsections, if Grantee is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in the Contract should be construed to restrict the Grantee’s right to self-insure in accordance with state law, or purchase insurance through the Texas Association of Counties or Texas Municipal League.

2. **Section 9.5, Subpart A, Indemnity**, of the HHSC UTCs is deleted in its entirety and replaced with the following:

A. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, IF GRANTEE IS A STATE AGENCY OR DEPARTMENT, DISTRICT, AUTHORITY, COUNTY, MUNICIPALITY, OR OTHER POLITICAL SUBDIVISION OF THE STATE, 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.

3. **Section 9.17, No Waiver of Sovereign Immunity**, of the HHSC UTCs is amended to add a new sentence at the end of the paragraph as follows:

Notwithstanding the forgoing, if Grantee is a state agency or department, district, authority, county, municipality, or other political subdivision of the state, then nothing in the Contract should be construed to abrogate any rights or affirmative defenses available to Grantee under doctrines of sovereign and official immunity.

Attachment E

<Insert Applicable HHS Additional Provisions Version 1.0>

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General Insurance Requirements

Insurance Coverage Required:

Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer's liability insurance of not less than:

\$1,000,000 each accident;
\$1,000,000 disease each employee; and
\$1,000,000 disease policy limit.

Commercial General Liability Insurance. Including premises, operations, independent Grant Recipient's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Grant Recipient's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;
\$2,000,000 general aggregate;
\$5,000 Medical Expense each person;
\$1,000,000 Personal Injury and Advertising Liability;
\$2,000,000 products and completed operations aggregate;
\$50,000 Damage to Premises Rented to You; and
Coverage shall be on an "occurrence" basis.

The term "You" as reference in Subsection above, means the Grant Recipient.

Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

Umbrella Liability Insurance. Grant Recipient shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Grant Recipient for an amount of not less than amount \$2,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.

The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Cyber/Privacy Liability Insurance Policy. Grant Recipient shall provide Cyber/Privacy Liability Insurance to cover risk of loss to electronic data. The policy must include coverage for electronic vandalism to electronic data, including coverage for a third party's

willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.

Cyber Liability Insurance \$2,000,000 Claim/\$1,000,000 Aggregate.

Professional Liability Insurance. Grant Recipient shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Grant Recipient for an amount of not less than \$2,000,000.

Policies must include the following clauses, as applicable:

This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to System Agency.

It is agreed that Grant Recipient's insurance shall be deemed primary with respect to any insurance or self-insurance carried by System Agency for liability arising out of operations under the Contract with System Agency. Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with System Agency. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

A waiver of subrogation in favor of Health and Human Services Commission shall be provided in all policies.

Without limiting any of the other obligations or liabilities of Grant Recipient, Grant Recipient shall require each Sub Grant Recipient performing work under the Contract, at Sub Grant Recipient's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.

As an alternative, Grant Recipient may include its Sub Grant Recipients as additional insureds on its own coverage as prescribed under these requirements. Grant Recipient's certificate of insurance shall note in such event that Sub Grant Recipients are included as additional insureds and that Grant Recipient agrees to provide workers' compensation for Sub Grant Recipients and their employees. Grant Recipient shall obtain and monitor the certificates of insurance from each Sub Grant Recipient in order to assure compliance with the insurance requirements. Grant Recipient must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Sub Grant Recipients. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

Alternative Insurability-

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to the HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

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Attachment G

**TEXAS HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS**

(Version 1.6; November 7, 2019)

The term “**System Agency**” used in these affirmations means HHS or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under Texas law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions Attached to Response

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

7. System Agency Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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

11. Prior Disaster Relief Contract Violation

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorists Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Technology Access

Contractor 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, Contractor represents and warrants to System Agency that the technology

provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) 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.

24. Computer Equipment Recycling Program

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

25. Television Equipment Recycling

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

26. Cybersecurity Training

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

27. Restricted Employment for Certain State Personnel

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

28. Disclosure of Prior State Employment

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

- (i) the nature of the previous employment with System Agency or the other agency;
- (ii) the date the employment was terminated; and
- (iii) the annual rate of compensation at the time of the employment was terminated.

29. No Conflicts of Interest

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

30. Fraud, Waste, and Abuse

Contractor understands that System Agency 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. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

31. Antitrust

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

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

32. Legal and Regulatory Actions

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

33. No Felony Criminal Convictions

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

34. Unfair Business Practices

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

35. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Contractor 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 Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the boycott certification:

36. E-Verify Program

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

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

37. Professional or Consulting Contract

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

38. Former Agency Employees

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency.

Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

39. Disclosure of Prior State Employment

If this Contract is for consulting services,

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

- (i) Name of individual(s) (Respondent or employee(s));
- (ii) Status;
- (iii) The nature of the previous employment with HHSC or the other State of Texas agency;
- (iv) The date the employment was terminated and the reason for the termination; and
- (v) The annual rate of compensation for the employment at the time of its termination.

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

40. Abortion Funding Limitation

Contractor 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. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

41. Funding Eligibility

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

42. False Representation

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

43. False Statements

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

44. Permits and License

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

45. Drug-Free Workplace

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

46. Equal Employment Opportunity

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

47. Federal Occupational Safety and Health Law

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

48. Signature Authority

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

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Contract Affirmations Signature. Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor	
Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')	
Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as') Attach Assumed Name Certificate(s) for each County	
Signature of Authorized Representative	Date Signed
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
Physical Street Address	City, State, Zip Code
Mailing Address, if different	City, State, Zip Code
Phone Number	Fax Number
Email Address	DUNS Number
Federal Employer Identification Number	Texas Payee ID No. – 11 digits
Texas Franchise Tax Number	Texas Secretary of State Filing Number

Attachment H

Texas HHS Data Use Agreement

<Insert Successful Respondent's Signed DUA>

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Attachment I

Indirect Cost Rate Letter

< Insert Indirect Cost Rate Letter – If Available and Applicable >

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