
GLENN HEGAR
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS



**Notice of Funding Availability
and
Request for Applications (RFA No. OAFC-24-0002)
for the
TEXAS OPIOID ABATEMENT FUND COUNCIL
K-12 OPIOID PREVENTION EDUCATION
PROGRAM**

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I. Summary

1. **Type of Solicitation:** Notice of Funding Availability (NOFA)
2. **Issuing Office:** Texas Opioid Abatement Fund Council (O AFC),
acting by and through the Texas Comptroller of Public Accounts (CPA)
Room 610, Attn: RFA No. O AFC-NOFA-002
111 E. 17th Street
Austin, Texas 78774
3. **Additional Requirements/Qualifications:** N/A
4. **Responses to NOFA:** Sealed Competitive Applications
5. **Deadline for Applications:** In Issuing Office No Later Than:
11/1/2024 at 2:00 p.m.
6. **CPA Contact Person for this NOFA:** Ethan Herr
Email with delivery receipt requested to: O AFC.nofa@cpa.texas.gov
7. **Applications Submitted by Email:** Required; See Section IV.A (Delivery of Application)
8. **Applications Submitted by Fax:** Not Accepted
9. **NOFA Addenda:** Notices of changes to items directly impacting the original NOFA or solicitation process will be posted on the (1) *Electronic State Business Daily* (ESBD), located at: <http://www.txsmartbuy.com/esbd>, and the (2) *eGrants* website (eGrants), located at <https://egrants.gov.texas.gov>. CPA will post any amendment to this solicitation on the ESBD and eGrants as a NOFA Addendum. It is the responsibility of an interested party to check the ESBD and eGrants for updates to this NOFA before submitting an Application. Each Applicant is solely responsible for verifying CPA's receipt of its questions, if applicable, and its Application by the deadlines specified in this NOFA.
10. **Questions and Answers:** Questions regarding this NOFA must be submitted in writing to the CPA Contact Person and email address specified in Part 6 of this Section (CPA Contract Person for this NOFA) no later than **9/27/2024 at 2:00 p.m.** Telephone inquiries will not be accepted. CPA intends to post answers to the questions received on the ESBD and eGrants on **10/8/2024, or as soon thereafter as practical.**
11. **Applicant Presentations:** N/A
12. **Evaluation of Applications:** See Section V.
13. **Email Submission Only.** Due to changed building access restrictions, Applicants will not be permitted to submit applications by mail or hand delivery to the Issuing Office. Applicants are required to submit Applications electronically via email (delivery receipt requested encouraged) in accordance with Section III.A (Delivery of Application).
14. **Contact with CPA Staff:** Upon issuance of this NOFA, employees and representatives of CPA, other than the CPA Contact Person identified in Part 6 of this Section, will not discuss the contents of this NOFA with any Applicant or its representatives. **Failure of an Applicant or any of its representatives to observe this restriction may result in disqualification of any related Application.**

II. General Information

A. Introduction

The Texas Comptroller of Public Accounts (CPA), an agency of the State of Texas, on behalf of the Texas Opioid Abatement Fund Council, issues this Notice of Funding Availability and Request for Applications (NOFA) to solicit Applications from qualified applicants for K-12 Opioid Prevention Education as described in this Section II.

CPA anticipates making Grant Awards to a single successful Applicant. CPA reserves the right not to award a Grant for the performance of all or part of the grant activities.

B. Background

The Texas Legislature created the Opioid Abatement Fund Council (“O AFC”) to ensure that money recovered by this state through statewide opioid settlement agreements are allocated fairly and spent to remediate the opioid crisis in this state by using efficient and cost-effective methods that are directed to regions of this state experiencing opioid-related harms. The O AFC is administratively attached to the Texas Comptroller of Public Accounts.

The State of Texas has participated in settlement agreements with different companies to resolve legal claims against the companies for their role in the opioid crisis. From these settlement agreements, a portion of the distribution for Texas is deposited in the Opioid Abatement Trust Fund and is allocated to O AFC to fund strategies in response to the opioid crisis. A list of these settlement agreements may be found at <https://comptroller.texas.gov/programs/opioid-council/settlements/>.

The purpose of this Notice of Funding Availability (NOFA) is to solicit applications and grant award funds for statewide K-12 Opioid Use Prevention and Awareness programming. Proposed projects under this notice must be designed to deliver, upon completion, evidence-based programs and materials that build awareness for Texas K-12 students about opioids, including opioid and drug identification, the dangers of misuse, and prevention strategies. Services are to be offered at no cost to the recipient and tailored to meet community demand based on a required needs assessment. Proposals may include multiple components including the specific activities described in section III.D. The goal is to reduce the overall instances of opioid related harm among Texas students.

C. Authority

This NOFA is issued pursuant to the authority in Chapter 403 of the Texas Government Code.

D. Capitalized Terms

Capitalized terms in this NOFA have the meanings defined under Section VIII (Definitions) of this NOFA, Texas Government Code, Chapter 403, Subchapter R, and the rules adopted by the Comptroller in Title 34, Chapter 16, Subchapter C of the Texas Administrative Code.

E. Open Competition Disclaimer

The issuance of this NOFA in no way constitutes a commitment by CPA or the O AFC to issue any grant award or enter into a Grant Agreement with any Applicant or other interested person or party.

F. Public Records; Confidential/Proprietary Information

All information received by CPA or O AFC related to Grant Applications and/or grant compliance and monitoring becomes the property of the State of Texas and is subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552.

Texas Government Code §552.1101 provides an exception to disclosure for information submitted by an applicant in response to a request for bid, proposal, or qualification. Applicants who submit information they believe to be confidential or proprietary must clearly mark the applicable pages of the Grant Application in boldface type to indicate each claim of confidentiality and include the word “confidential” at the top of each page that they believe is protected under the Public Information Act. A blanket assertion that the entire Grant Application is protected from disclosure because it contains some confidential information is not sufficient to establish a claim of confidentiality and may result in the entire Grant Application being released under the Public Information Act. If the O AFC receives a request for information that is clearly marked as protected or confidential, we will refer the request to the Office of the Attorney General for a decision.

Applicants who submit protected information should be prepared to argue against release to the Attorney General. Applicants with concerns regarding the release of information under Chapter 552 should seek the advice of legal counsel.

Applicants are encouraged to familiarize themselves with the provisions of the Texas Public Information Act before submitting Grant Applications or other information to the CPA. Applicants with concerns regarding the release of information under the Texas Public Information Act should seek the advice of legal counsel.

G. Schedule of Events

The OAFc reserves the right, in its sole discretion, to modify this schedule of events.

9/19/2024	NOFA Issued
9/19/2024	First day to submit written questions regarding NOFA/Application
9/27/2024	Deadline for submitting written questions regarding NOFA/Application
10/8/2024	Estimated publication of answers to written questions
11/1/2024	Deadline to submit applications
December 2024	Anticipated issuance of notice of award

H. Written Questions and Answers

Applicants may submit written questions regarding this NOFA via e-mail to OAFc.nofa@cpa.texas.gov no later than **2:00 p.m. CT** by the deadline date set forth in the Schedule of Events. On or about the date set forth in the Schedule of Events, the OAFc expects to electronically post answers to the written questions on ESD and eGrants. The OAFc will not respond to inquiries regarding the evaluation status of an application submission or the pendency of grant awards beyond publicly disclosed information.

J. Amendments

CPA reserves the right to amend this NOFA through written addenda. Applicants are responsible for checking the ESD, *Texas.gov eGrants* and the OAFc public websites for addenda prior to submitting a Grant Application based on this NOFA. In the event this NOFA is amended after the deadline to submit Grant Applications, the OAFc will contact each Grant Applicant's primary contact designated in its Grant Application.

III. Grant Information and Requirements

A. Available Funding

Maximum available funding for the grant opportunity covered by this NOFA is \$25 million.

B. Applicant Eligibility

This grant is available to political subdivisions of this state and nonprofit 501(c)(3) entities .

Applicants may be located outside the state of Texas when the grant application is submitted and reviewed; however, the Applicant must demonstrate that it engages in business in the state of Texas as a condition of the grant award.

An Applicant is not eligible to participate in the program if any of the following apply:

- Applicant is a named party in ongoing opioid abatement settlement litigation involving the State of Texas and/or Texas local government entities.
- Applicant has paid funds for the use in the State of Texas in response to opioid abatement settlement litigation.
- Applicant is disqualified by any applicable rule or law from receiving an award.

C. Grant Period

Unless terminated sooner pursuant to the terms of the Grant Agreement, the expected term of the Grant Agreement is an initial three-year period with one two-year renewal period, for a total project length of up to five years. CPA may unilaterally exercise this renewal option. The parties may additionally agree to no-cost extensions of the grant term pursuant to the terms of the Grant Agreement. No additional funding will be available for any renewal term or extension period.

D. Grant Activities.

1. Grant Objectives.

The successful Applicant will perform the task of delivering evidence-based opioid use prevention and education awareness programs to Texas students in kindergarten through twelfth grade (K-12), including responsibility for tracking and reporting completion of the work and objectives of the program.

The successful Applicant may utilize subgrantees or subcontractors to perform work described in the Grant Agreement. Utilization of partners is encouraged to the extent it enhances the capacity and performance of the successful Applicant's project. For all subawards and subcontracts, the successful Applicant must comply with the procurement standards, competitive selection requirements, subaward procedures (including reviewing subrecipients for risk), and other requirements of Texas Grant Management Standards, if applicable, and applicable law. Applicant must identify any known subgrantees and subcontractors that it intends to utilize for any portion of the work in its Grant Application. Applicant may also select subgrantees and subcontractors following the Grant Award. See Texas Grant Management Standards, Sub-grantee and Contractor Determination, for a discussion of subgrantee versus contractor (vendor) relationships.

The successful Applicant will be responsible for managing the day-to-day operations and activities supported by the Grant Agreement and is accountable to the OAFCD for the performance of all requirements of the Grant Agreement and ensuring appropriate expenditures of Grant Award funds.

The successful Applicant must maintain a sound financial management system that provides appropriate fiscal controls and accounting procedures to ensure accurate preparation of reports required by the Grant Agreement and adequate identification of the source and application of grant funds awarded to the successful Applicant.

- 2. Needs Assessment.** The successful Applicant will be responsible for performing a needs assessment by performing data collection activities such as surveys, evaluations, and using existing data sources. The needs assessment should focus on determining what types of opioid use prevention activities and awareness education programs are available statewide in order to identify high-need and underserved populations and tailor programming to maximize the reach and impact of available funding. Efficient use of funding for this purpose may be considered when evaluating applications.
- 3. Providing Upstream Interventions to At-Risk Students.** Successful Applicant shall propose strategies to deliver tailored opioid prevention programming that provides upstream interventions and services to public and private Texas K-12 students with risk-factors. Successful Applicant shall propose strategies to deliver training and resources to public and private schools to implement opioid programming and upstream interventions for Texas K-12 Students.

Prevention programming should not focus solely on fear-based risk avoidance and abstinence-only messaging. It should also incorporate harm reduction principles and programming to identify students with risk factors and provide appropriate upstream interventions. Risk factors Applicants should consider include, but are not limited to:

- a. Emotional dysregulation and high impulsivity
- b. Exposure to trauma
- c. Generational addiction
- d. Family substance use
- e. Community drug use

Upstream interventions and programming Applicants may consider in their proposals include but are not limited to:

- a. School counseling and assistance
- b. Peer counseling for Grades 9-12
- c. Family therapy
- d. Healthcare and mental health services

Programming should promote positive mental health and resiliency through the development of positive skills and traits such as self-confidence, decisions making and refusal skills.

4. Adapting and Providing K-12 Opioid Prevention Education Services Statewide.

The Successful Applicant shall provide and deliver evidence-based opioid use prevention and awareness programs to Texas students in kindergarten through twelfth grade (K-12). Programs are to be provided at zero cost to the recipients. Funding must be used only on evidence-based programs for which Texas K-12 students are the recipients. Programs and materials should not focus on fear-based risk avoidance and abstinence only messaging and should be engaging, and relevant, and provide practical alternatives to drugs for managing emotions and stress. Materials should also be continuously updated for relevance and to reflect current trends and data. The program should promote positive, pro-social attitudes and behaviors, healthy relationships, resistance to substance abuse and negative peer pressure and overall mental health.

Grant funds may not be used for developing or creating new curriculum or materials. However, grant funds may be used for adapting existing evidence-based program and materials specifically for Texas students. Curriculum and materials must be based on programs currently available on federal Substance Abuse and Mental Health Administration's (SAMHSA) Registry of Evidence Based Programs. Programming must be tailored to each grade level and for cultural relevance.

Programs must meet the fentanyl education requirements of HB 3908 and be aligned with Texas Essential Knowledge and Skill (TEKS) for school health programs so that they may be offered in Texas public schools. All program materials must also meet Sec. 508 accessibility standards and be available in appropriate languages and formats. Programs may be offered directly in schools or through either after-school or community programs.

5. Community Engagement and Public Awareness.

Successful Applicant shall also propose using grant funds to support community engagement and efforts to build public awareness around the dangers of opioid use and fentanyl poisoning. Community engagement may include public events such as town hall meetings, forums or workshops. It may also include public awareness activities such as social media campaigns aimed at delivering messaging to the target audience.

Community engagement and public awareness activities should focus on current trends and data and topics such as:

- a. Opioid and drug identification and recognition
- b. Identifying Risk Factors and Prevention Strategies
- c. Recognizing and Responding to Opioid Overdose
- d. Accessing Support and Treatment
- e. Engaging Community and School Resources
- f. Supporting Affected Individuals and Families
- g. Legal and Policy Considerations
- h. Practical Tools and Exercises
- i. Assessment and Evaluation tools
- j. Parental Involvement

6. Managing Website/Web-Based Application for Communication.

Successful Applicant shall develop and manage a self-funded website or web-based application for: stakeholder communication; promoting the program to build public awareness; informing stakeholders about program functionality, eligibility, and important updates; and supporting documentation of performance described in Section III.D.8 (Documenting Performance).

7. Program Evaluation.

Successful Applicant shall propose program evaluation activities to help refine and improve programs. Grant funds may be used to support program evaluation activities, which include but are not limited to:

- a. Impact studies
- b. Pre- and post-educational testing to measure gains in knowledge and changes in participant attitudes
- c. Follow up surveys to measure enduring impact and ensure continuing engagement with participants

8. Documenting Performance.

Grant Recipient will be required to submit regular reports to the O AFC. Successful Applicant must document their and any subgrantee’s performance, including but not limited to:

- Documentation of expenditures
- Adaptation and Delivery of Evidence-Based Prevention and Awareness Programs:
 - Number of students served
 - Completion Rates
 - Grades served
 - Identities of recipient organizations
- Community Engagement and Public Awareness:
 - Attendance at community events
 - Social Media engagements
 - Customer Evaluations and Surveys
- Identification of Risk Factors and Upstream Interventions:
 - Types of grant activities performed
 - Identities of recipients
 - Customer evaluations and surveys
 - Customer outcomes
- Program evaluations:
 - Changes in knowledge
 - Changes in attitudes and behaviors
 - Number of overdose deaths
 - Number of overdoses (non-death)
 - Testimonials

E. Grant Funding Allocations.

All grant funding is contingent upon the availability of funds. Neither this NOFA nor a Grant Agreement creates any entitlement or right to grant funds by a Grant Applicant. Upon any Grant Award, grant funds must be allocated in the proportions set out below in Section III.E.1, in accordance with Title 34, Chapter 16, Subchapter C, Rule § 16.202 of the Texas Administrative Code.

1. K-12 Opioid Prevention Education Funding for Regional Healthcare Partnership Regions.

\$18,750,000 (75% of grant funds) is available for the life of the agreement to fund the Grant Recipient’s (and any subgrantee’s or subcontractor’s) performance of the grant activities statewide. The funds are allocated to the Regional Healthcare Partnership Regions as outlined in the table below. See also Figure 1: Map of Regional Healthcare Partnership Regions.

Any modifications of these regional allocations require approval of the O AFC and execution of a written amendment to the Agreement. Additionally, K-12 Opioid Prevention and Education programs should reach populations not currently being served by systems already in place or existing resources.

Regional Allocations	Percentage	Estimated Total for Each Regional Allocation
Region 1	5.5%	\$1,034,181.19
Region 2	7.78%	\$1,465,076.06
Region 3	17.5%	\$3,373,880.94
Region 4	3.9%	\$731,804.06
Region 5	2.5%	\$476,728.13
Region 6	9.8%	\$1,845,996.94
Region 7	7.3%	\$1,366,063.13
Region 8	3.5%	\$655,317.19
Region 9	9.6%	\$1,799,028.56
Region 10	9.5%	\$1,773,225.38
Region 11	1.4%	\$257,300.25

Region 12	3.4%	\$635,769.19
Region 13	0.7%	\$140,573.81
Region 14	1.7%	\$328,039.88
Region 15	2.6%	\$486,858.38
Region 16	1.4%	\$255,736.50
Region 17	3.3%	\$623,456.44
Region 18	5.7%	\$1,076,506.50
Region 19	1.8%	342,675.00
Region 20	0.8%	\$182,782.88
Total	100.0%	\$18,750,000.00

For a list of counties in Regional Healthcare Partnerships Regions 1-20 please see Appendix C.

2. Targeted Funding.

An additional \$6,250,000 (25% of grant funds) is available for the Grant Recipient to allocate to tailored interventions in counties with a population of less than 100,000 residents. Tailored interventions in targeted counties should fund the same or similar grant activities (K-12 Opioid Prevention Education) in these counties. Interventions should further serve underserved areas or marginalized and high-risk populations, such as:

- a. Individuals currently or formerly in Foster Care
- b. Juveniles that are incarcerated or at risk of being incarcerated with TJJD or TDCJ
- c. Individuals with developmental disabilities,
- d. Individuals with emotional and behavioral issues.
- e. Individuals with parents with Substance Use Disorders

Targeted funding may only be used for grant activities in counties with a population of less than 100,000 residents as determined by the 2020 U.S. Census. See Appendix D for a list of counties eligible for targeted-intervention funding.

3. Administrative Costs; Allowable Expenditures; Reimbursement.

a. Administrative Costs.

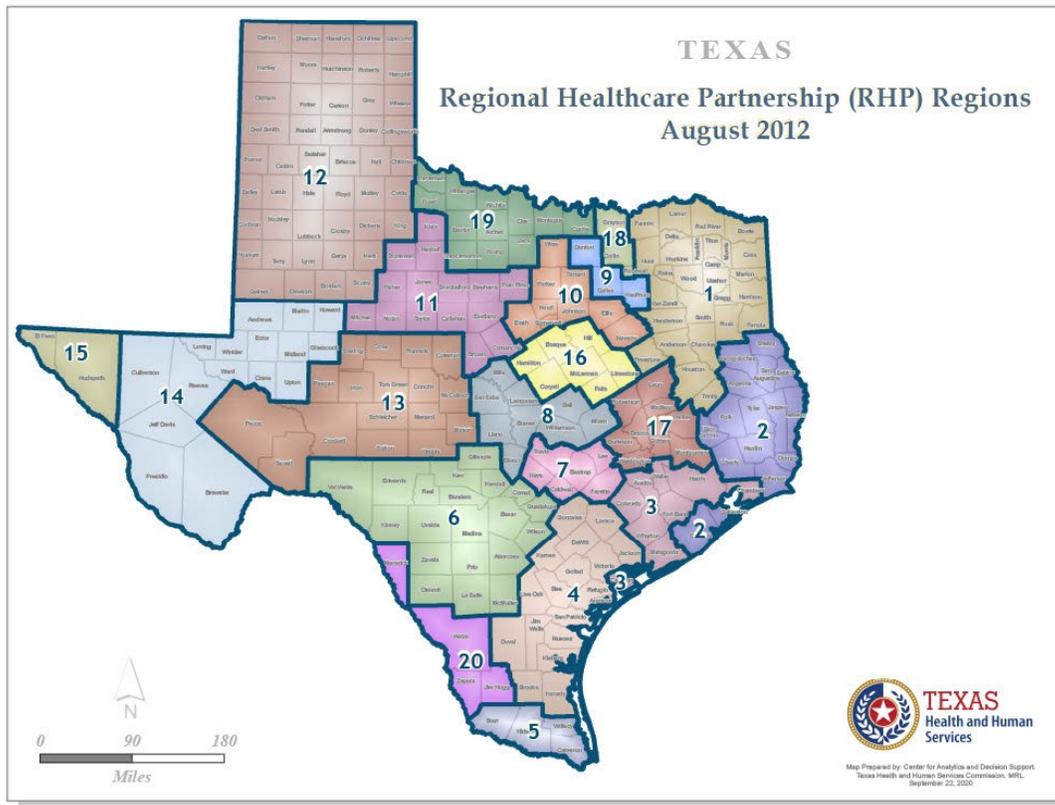
Administrative costs may not exceed ten percent of the grant award. This administrative funding allocation covers all direct and indirect administrative costs of the Grant Recipient and all subrecipients. Allowable administrative costs are costs that are reasonable and necessary for administration of the grant and are restricted to costs that comply with Texas Grant Management Standards and the terms of the Grant Agreement.

b. Indirect Costs. Grant recipient may use its negotiated cost rate agreement to determine administrative costs; however, the total of all administrative costs incurred by the Grant Recipient and all subrecipients, whether direct or indirect administrative costs, may not exceed the ten percent limit on administrative costs.

c. Allowable Expenditures.

Grant funds may only be used for allowable expenditures as more fully set out in the Grant Agreement and may not be used for costs that will be reimbursed by another funding source. Grant Recipient will be required to demonstrate that any funds received from another funding source are not used for costs that will be reimbursed under the Grant Agreement.

Figure 1: Map of Regional Healthcare Partnership Regions



IV. Application Submission Requirements

A. Delivery of Application

1. Applicant must submit its Application electronically via email in accordance with the following:
 - a. The Application must be emailed to O AFC.nofa@cpa.texas.gov.
 - b. The subject line of the email must include Applicant's name and the NOFA number in the following format: **{Applicant Name} RFA No. O AFC-24-0002**.
 - c. All attachments to the email must be in a format that is accessible to CPA (specific acceptable formats include Word, Excel, and pdf) and packed into one zip file;
 - d. All required forms must be signed, either with digital signatures or manually with scanned signatures; and
 - e. CPA strongly encourages Applicant to send the email (delivery receipt requested) with the attached Application at least fifteen (15) minutes prior to the deadline for Applications as specified in this NOFA in order to allow for any networking delays that may occur (e.g., firewalls, security scans, etc.).
2. Applicant is solely responsible for ensuring timely delivery of its Application to the Issuing Office by the deadline. **Late Applications will not be accepted. For purposes of meeting the 2:00 p.m. CT delivery deadline, the Issuing Office's electronic receipt date and time will be considered conclusive in all respects.**

B. Application Content and Format

Applications must contain the information listed in this Part B. Failure to include all information may result in exclusion of an Application from consideration. Applicants shall create a zip file that allows for the transmittal of the documents electronically via email. Each section of required information should be submitted as a separate file and be clearly marked with a reference number consisting of Applicant Name, RFA No. O AFC-24-0002. Each section must contain an organized, paginated table of contents with hyperlinks corresponding to the sections. To maximize chances of receiving a high score under this review, applicants must provide complete, comprehensive, and clear responses for all sections of the application

and information requested. Applicants should carefully ensure that all required documentation is included in the zip file prior to sending. The required sections are as follows:

1. Applicant Information. Applicant must submit the following for each entity that will participate:

- a. **Applicant's identifying information:**
 - (1) name and address of entity submitting the Application;
 - (2) type of entity
 - (3) address of principal place of business; and
 - (4) Federal Employer Identification Number
 - (5) Texas Taxpayer Identification (TPID)
- b. **Authorized Official and Resolution from Applicant's Governing Body.** Applicant must designate an authorized official and provide the authorized official's title, mailing address, telephone number and email address. Applicant must also submit a written resolution from the Applicant's governing body that authorizes the designated official to act on Applicant's behalf and authorizes the authorized official to submit the Grant Application.
- c. **Applicant's Qualifications, Experience and Past Performance.** In its Application, Applicant must provide a profile that contains the following information:
 1. A description of Applicant's organization and previous experience related to the activities in the proposed project, particularly any such experience in the last three (3) years. Applicant should cite work products produced by the Applicant and attach professional references or letters of support as necessary. Applicant should further include any other information Applicant believes is pertinent to this NOFA.
 2. A description of the Applicant's technical and financial management capabilities and resources. This description should explain (a) how the Applicant ensures successful management of projects and meets performance measures, and (b) how grant funds are managed and accounted for to ensure compliance with appropriate grant requirements, and how financial management is audited.
- d. **Resumes of Key Project Staff.** In its application, Applicant must provide one-page resumes of key project staff. If needed, Applicant should further describe qualifications and expertise of key project staff in specific activities (technical, budgetary, grant and contract management, other), including work on related or similar projects.
- e. **Description of Prior Experience with Federal and State Grants.** Applicants must provide a detailed description of its prior experience with federal or state grants, including the amount of funding awarded, the scope of the projects, the current status of the projects, and the Applicant's compliance with monitoring and oversight activities associated with those grants. Applicant must disclose whether it has received any negative compliance findings or cancellations or terminations of a grant or subaward for cause and, if so, provide an explanation of the finding and detail how the issue was resolved.
- f. **Financial Statements.** Applicant must provide evidence of financial stability by providing audited financial statements for each of the last two (2) years of Applicant's operations or, in the alternative, financial statements compiled, reviewed and attested by an independent certified public accountant or certified public accounting firm.

In lieu of providing financial statements as described in the preceding sentence, Applicant may provide a statement regarding their financial stability and viability to perform under any resulting Grant Agreement. If this approach is elected rather than financial statements described above, a statement must be submitted, with appropriate supporting documentation, sufficiently detailed to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this NOFA.
- g. **Letters of Commitment (if applicable).** Each participating entity, whether a subcontractor, subgrantee, or entity otherwise involved in grantee's project, will provide a letter of commitment clearly stating its role, contributions, and responsibilities associated with the project. If multiple project partners are involved, letters should be individually written and should not be form letters (i.e., identical).
- h. **Conflicts of Interest Disclosure Form.** Applicants must complete and submit the conflicts of interest and disclosure statement in Part X. Applicant must fully explain any potential conflicts of interest that Applicant

or any known subcontractors or subgrantees may have with respect to members of the OAFc. Applicants may use additional pages as necessary.

2. **Executive Summary.** Applicant must provide a narrative summary not to exceed two (2) pages that provides an abridged view of its proposed project.
3. **Applicant Narrative.** Applicant must submit a narrative explanation that describes in detail how the proposed project will meet the requirements set forth in Section III.D. (Grant Activities). In its narrative, Applicant may also concisely describe any additional features, aspects, or advantages of its grant activities in any relevant area not covered elsewhere in its Grant Application.
4. **Proposed Project Work Plan.** Applicant must submit a proposed Project Work Plan with any necessary milestones and deadlines for performing the grant activities. The Project Work Plan must include a proposed schedule for completing all grant activities, identification of potential milestones, deliverables and tasks to be performed by Respondent. Proposed roles and responsibilities of OAFc or CPA, beyond those stated in this NOFA, shall be clearly described by Respondent in the Project Work Plan.
5. **Detailed Project Budget and Budget Narrative.** Applicants must fully complete and submit the required Excel Budget spreadsheet (Project Budget), which can be accessed on the ESD and eGrants, as well as a Budget Narrative in the form of a word document. The Budget Narrative must clearly explain the necessity and basis for all costs. The budget narrative must clearly correspond with the information included in the Project Budget and reflect only allowable costs that are consistent with the grant activities.
6. **Reference Letters.** Applicant may provide additional evidence of its demonstrated ability to perform the proposed services under the agreement by submitting up to three (3) reference letters or letters of support from stakeholders or other persons with knowledge of Applicant's ability past experience in performing the same or similar work.
7. **Form of Grant Applications.**
 - a. Figures, graphs, images, and pictures should be of a size that is easily readable or viewable and may be landscape orientation.
 - b. Font should be easy to read font (10-point minimum). Smaller type may be used in figures and tables but must be clearly legible.
 - c. Applicants may use single spacing or double spacing.
 - d. Margins must be one inch top, bottom, left, and right.
 - e. Portrait orientation except for figures, graphs, images, and pictures. Paragraphs are to be clearly separated from each other by double spacing, paragraph formatting or equivalent.
8. **Page Limits.**
 - a. The Executive Summary is limited to two (2) pages single spaced (4 pages double spaced).
 - b. The Project Narrative is limited to 20 pages single spaced (40 pages double spaced).
 - c. Applicant's Qualifications, Experience and Past Performance is limited to three (3) single-spaced pages (6 pages double-spaced).
 - d. Reference letters or Letters of Support must be a maximum of one (1) page each.
 - e. The Budget Narrative is limited to two (2) single-spaced pages (4 pages double-spaced).
 - f. Project Work Plan/Milestone Schedule is limited to two (2) single-spaced pages (4 pages double-spaced).

C. Exceptions to Terms and Conditions

The CPA may disqualify any grant application that includes material exceptions to the terms and conditions of the Grant Agreement. Instead of including exceptions in a Grant Application, Grant Applicants should request any desired modifications of the Grant Agreement through the question-and-answer process (see Section III.H). Any exceptions to the terms and conditions must be included in the Grant Application, and the Applicant must clearly identify each exception taken, the section number modified by the requested exception, and proposed alternative language.

V. Applicable Laws

Grant Recipient must comply with all applicable state and federal rules and laws, including Texas Government Code, Chapter 403, Subchapter R, the rules adopted by the Comptroller in Title 34, Chapter 16, Subchapter C of the Texas Administrative Code, and the Texas Grant Management Standards and any successor guidance. The grant recipient shall

further ensure compliance of any subgrantees and subcontractors with applicable laws and rules and the Texas Grant Management Standards, as applicable and as further set out in the grant agreement.

VI. Grant Application Review Procedures

A. Preliminary Application Review

CPA will screen all applications to ensure that they meet the requirements included in the Notice of Funding Availability. CPA may waive minor or immaterial requirements in the submission requirements, but Applicants will not be permitted to edit a Grant Application after submission.

B. Peer Review Evaluation

1. Scoring. Each Grant Application will be independently evaluated by a Peer Review Panel, which may include external stakeholders and subject-matter experts. The Peer Review Panel will evaluate Grant Applications pursuant to the evaluation criteria and weights set out in Section VI.B.2 and provide a total score for each Grant Application. The Peer Review Panel's scores, rankings, and other information will be submitted for OAFIC's consideration, and are recommendations and advisory only.

2. Evaluation Criteria & Weighting.

Applications that pass the preliminary application review will be evaluated and scored based on the following criteria:

<u>Evaluation Category</u>	<u>Criteria</u>	<u>Points</u>
Applicant Qualifications	<ul style="list-style-type: none"> Organizational Capacity: Extent to which the applicant demonstrates the ability of carrying out activities funded by the grant in a competent manner in compliance with all applicable federal, state, and local laws, as well as the project approach, feasibility, and timely completion of proposed project. Financial Capacity: Extent to which applicant demonstrates the financial stability to perform the proposed project. Applicant has an established financial management system and a sound plan for providing adequate fiscal controls and accounting procedures to manage the grant program. Applicant has reserve funds sufficient to cover program costs prior to reimbursement from grant funds without risking financial stability. Qualifications of key personnel: Applicant must submit resumes for all key personnel. Texas Preference: Applicants located in Texas may receive a preference. 	<u>15</u>
Applicant Experience	<ul style="list-style-type: none"> Past Experience: Applicant's past experience and success with (a) developing and providing educational programs related to opioid use disorder and/or substance use prevention and (b) implementing and managing projects of a similar size and scope. Reference Letters: Applicant's demonstrated ability to perform may be supported with additional documentation, including references or letters of support. 	<u>15</u>
Application Budget	<ul style="list-style-type: none"> Reasonableness of the Budget: Grant Applications will be evaluated on the reasonableness of the budget based on its clarity, level of detail, comprehensiveness, appropriateness to the proposed technical and programmatic solutions, the reasonableness of its costs, and whether the allocation of funds is sufficient to complete the tasks outlined in the project plan. Cost Effectiveness: Ability to leverage existing resources and employ cost-saving techniques. 	<u>30</u>
Proposed Work Plan	<ul style="list-style-type: none"> Proposed Work Plan: Extent to which Applicant's plan for executing and documenting performance demonstrates applicant's ability to perform the project statewide and to meet milestones in a timely manner. Work plans will be evaluated based on clarity, level of detail, and comprehensiveness. Proposed project deploys evidence-based opioid use prevention and awareness programs pursuant to the factors set out in Section III.D. Project Schedule: Applicant's proposed schedule will be evaluated with greater consideration given to Grant Applications which result in a faster rollout of activities and programs across identified regions. 	<u>40</u>

3. **Tie Breaker.** CPA may consider how Applicants utilize proven and/or innovative strategies to increase the speed and lower the cost to break ties between applications with the same scores.

C. Pre-Award Risk Review

In addition to the evaluation of the grant application pursuant to the evaluation criteria set out in Section VI.B.2., a pre-award risk review will be performed prior to an award recommendation. This evaluation may incorporate results of the evaluation of an Applicant's eligibility or the quality of its Grant Application. The Peer Review Panel and O AFC may consider any information that they deem reliable in this evaluation and, based on the results of the evaluation, may disqualify an Applicant or impose specific Grant Award conditions in the Grant Agreement if there is an unacceptable risk that an Applicant will fail to perform.

D. Award

All award decisions shall be made at the sole discretion of the O AFC and are not appealable or subject to protest or challenge.

Grant Recipients may be selected for award based on rank-order of score, but the O AFC reserves the right to deviate from the list of ranked applications in making award decisions. The O AFC reserves the right to not make an award to an otherwise eligible application for any reason. The O AFC is not required to expend all of its program funds set aside for

this funding opportunity and reserves the right to reduce the amount of an award or deny funding to otherwise eligible applications even if adequate funds remain. OAFc further reserves the right to make no award at all.

E. Notice of Award

Following the selection process, the OAFc will notify the selected Applicant of the OAFc's award decision. Successful Applicant must finalize and execute the Grant Agreement within 30 days after the date of award. CPA may extend the deadline to fully execute the grant agreement upon the written request of a successful Applicant for good cause shown. If the Grant Agreement is not signed by the successful Applicant and received by the CPA by the later of the 30th day after the award or the extended deadline date, the CPA may rescind the award. Further, OAFc reserves the right to rescind an award for any reason at any time prior to execution of the award by all parties.

VII. Grant Agreement and Compliance

A. Grant Agreement.

Successful Applicant will be required to enter into a Grant Agreement with CPA in a form that is substantially similar to the sample Grant Agreement as set forth in Appendix A. CPA may disqualify any Grant Application that includes material exceptions to the terms and conditions. CPA reserves the right to amend the terms in the required Grant Agreement without amending this Notice of Funding Availability and to amend any budget provisions upon Grant Award, including the grant funding allocations set out in Section III.E (Grant Funding Allocations). By entering into a Grant Agreement, the Grant Recipient agrees to complete the project in compliance with all terms and conditions identified in the Grant Agreement, this NOFA (including subsequent amendments or addenda), and all applicable federal, state, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations.

VIII. Definitions

As used in this Notice of Funding Availability the below terms have the following meaning:

1. "Applicant"— A person that has submitted an (eligible) application for an award under this subchapter.
2. "Application" — is a legal offer to contract based upon the terms, conditions, and specifications set forth in this NOFA.
3. "Award Date" — The date for which the grant is effective.
4. "OAFc" or "Office" —The Opioid Abatement Fund Council created by Texas Government Code.
5. "CPA" — The Texas Comptroller of Public Accounts.
6. "ESBD" — Electronic State Business Daily Search
7. "Grant" — a formal, written agreement between CPA and Successful Applicant
8. "Grant Agreement" - The collection of the following documents: (1) the formal, signed grant agreement; (2) this NOFA; and (3) Successful Applicant's Application.
9. "Grant funds" — Grants, low-interest loans, and other financial incentives awarded to Applicants by the office for the purpose of expanding access to and adoption of broadband service in designated areas.
10. "Grant Recipient" — An Applicant who has been awarded grant funds under this NOFA and has subsequently entered into a grant agreement with the office.
11. "NOFA"— This notice of funding of availability
12. "State" — The State of Texas.

IX. Execution of Application

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may perform work under, who have a financial interest in, or otherwise are interested in this NOFA or any Contract.
2. By signature hereon, Applicant represents and warrants that it has not given, offered to give, nor intends 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 the submitted Application.
3. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this NOFA are current, complete, and accurate.

4. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this NOFA and Application is authorized to sign such documents on behalf of the Applicant and to bind the Applicant under any agreement that may result from the submission of the Application.
5. By signature hereon, Applicant certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
6. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms, conditions, and required certifications of this NOFA and the Sample Grant Agreement, attached hereto as Appendix A.

An authorized representative on behalf of Applicant must complete and sign the following:

Signature of Authorized Representative	Date Signed	
Printed Name & Title of Authorized Representative	Phone Number	
Entity Name ("Applicant")	Fax Number	E-mail Address
Federal Employer Identification Number	Unique Entity ID	
Physical Street Address	City, State, Zip Code	
Mailing Address, if different	City, State, Zip Code	

X. Conflict of Interest/Disclosure Statement

A. Disclosures. Provide the requested information in the space provided; indicate "N/A" as appropriate.

1. Applicant must disclose any proposed personnel who are current or recent former employees of CPA or the State of Texas.

2. Applicant must disclose the following:

a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Applicant's and its proposed subcontractors' submission of an Application, possible selection as Successful Applicant, or its performance of the contract.

b. all past and present contractual, business, financial or personal relationships between Applicant and CPA and between Applicant's proposed subcontractors, if any, and CPA.

For each item, Applicant must also provide a detailed explanation of why Applicant does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Applicant's submission of an Application, possible selection as the Successful Applicant, or its performance of the contract.

B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- "past" is defined as within the two (2) calendar years prior to the deadline for submission of Applications in response to this solicitation.
- "CPA" is defined as the statewide elected official who heads the agency, as well as the agency's employees or recent former employees.
- "recent former employees" are defined as those CPA employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of Applications in response to this solicitation.
- "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity; see Chapter 573 of the Texas Government Code, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
 - (a) a reasonable person could expect the connection to diminish Applicant's independence of judgment or effectiveness in the performance of the Applicant's responsibilities to CPA or the State of Texas under the contract;
 - (b) a reasonable person could expect the connection, within the overall context of Applicant's submission of an Application, possible selection as Successful Applicant or its performance of the contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest; or
 - (c) the relationship is with a CPA or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.

C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the Application, Successful Applicant's duty to disclose under these provisions continues under the term of the contract and does not end with submission of an Application or receipt of contract award.

D. Disclosures under these provisions are information that will be evaluated by CPA; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If Applicant is in doubt about whether information should be disclosed, Applicant should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for Application disqualification or termination of the contract resulting from this solicitation. CPA reserves the right, in its sole discretion, to determine if an issue should result in Application disqualification or termination of the contract.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name ("Applicant")

Printed Name & Title of Authorized Representative

Appendix A:	Sample Grant Agreement
Appendix B:	Detailed Budget
Appendix C:	Counties in Regional Healthcare Partnerships Regions 1-20
Appendix D:	Counties Eligible for Targeted Funding

Appendix A – Grant Agreement

TEXAS OPIOID ABATEMENT FUND COUNCIL GRANT AGREEMENT FOR THE K-12 OPIOID PREVENTION EDUCATION PROGRAM

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Attachment D – Confidential Treatment of Information Acknowledgement (CTIA) Form

Attachment E – Nondisclosure Agreement

Attachment F – Conflict of Interest/Disclosure Statement

**GRANT AGREEMENT
FOR THE
TEXAS OPIOID ABATEMENT FUND COUNCIL
K-12 OPIOID PREVENTION EDUCATION PROGRAM**

This grant agreement (“Agreement”) is entered into by and between the Texas Opioid Abatement Fund Council (the “O AFC”), acting by and through the Texas Comptroller of Public Accounts (“CPA”), and _____ (“Grantee”), located at _____.

I. Recitals

Whereas, on September 19, 2024, O AFC, acting by and through CPA, issued the Texas Opioid Abatement Fund Council K-12 Opioid Prevention Education Program Notice of Funding Availability (“NOFA”) for a provider to perform statewide K-12 Opioid Use Prevention and Awareness programming;

Whereas, Grantee submitted an application and the supporting documents on or before the specified deadline on November 1, 2024, in response to CPA’s NOFA;

Whereas, Grantee has requested funding to perform statewide K-12 Opioid Use Prevention and Awareness programming;

Whereas, Grantee seeks financial assistance in the form of a grant for performance of these tasks on a statewide basis;

Whereas, the contemplated Project would not be undertaken absent the opportunity for funding provided by Texas Government Code, Chapter 403, Subchapter R, and Title 34, Chapter 16, Subchapter C of the Texas Administrative Code, and this Agreement;

Whereas, Grantee’s application was selected for award;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program;

Whereas, O AFC has the powers necessary to carry out the duties of the office under Texas Government Code, Chapter 403, including the power to enter into grants and other necessary instruments;

Whereas, under this Agreement, Grantee shall fully comply with all terms, conditions, requirements and other provisions of this Agreement, including those set forth in the Attachments attached hereto and incorporated herein for all purposes; and

Whereas, in consideration of Grantee’s compliance with all requirements of this Agreement, O AFC, acting by and through CPA, awards this Agreement to the Grantee.

Now, therefore, in consideration of the promises and the mutual representations, covenants, and agreements herein contained, and in particular the promise by Grantee to undertake specific activities identified as the Project, the Parties do hereby represent, covenant, and agree as follows:

II. Definitions

The following definitions add to or, in cases of conflict, supersede the definitions set out in Section VIII of the NOFA:

“**Allowable Expenditures**” has the meaning set forth in Part VII.

“**Applicable Laws**” means all applicable federal, state, foreign, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, including but not limited to those set forth in this Agreement and Section V. of the NOFA, all of which may be updated, amended, modified, or added to from time to time and all of which are incorporated herein by reference as of the date of any such change in the law. The term expressly includes the Texas Grant Management Standards and its requirements, which apply to this Agreement.

“**Application**” means the OAFK K-12 Opioid Prevention Education Program Application, in the form and manner provided by OAFK, completed by Grantee.

“**Completion Date**” means the date on which CPA determines the Project is complete pursuant to the provisions of Part VI., Section F. (Project Completion).

“**Default**” has the meaning set forth in Part XII.

“**Effective Date**” means the date that this Agreement has been executed by CPA.

“**NOFA**” means the Notice of Funding Availability issued by CPA on behalf of OAFK on September 19, 2024.

“**Program**” means the Texas Opioid Abatement Fund Council K-12 Opioid Prevention Education program described in the NOFA and authorized by Texas Government Code Section 403.509 and Title 34, Chapter 16, Subchapter C of the Texas Administrative Code.

“**Project**” means work proposed in Grantee’s Application that has been approved by CPA.

“**Project Budget**” means the budget proposed in Grantee’s Application that has been approved by CPA.

III. Authority

- A. **Authority to Award.** This Agreement is entered into pursuant to the authority in Chapter 403 of the Texas Government Code and Title 34, Chapter 16, Subchapter C of the Texas Administrative Code. Funding for this program is provided by state funds designated by the State Legislature. The purpose of the funding is to remediate the opioid crisis by using efficient and cost-effective methods directed to regions of the State of Texas experiencing opioid-related harms. The availability of these funds allows OAFK to aid Grantee’s Project. This funding is subject to any Applicable Laws.
- B. **Rights and Obligations of CPA and OAFK under Agreement.** Pursuant to Chapter 403 of the Texas Government Code, OAFK is administratively attached to CPA. All rights granted to CPA under this Agreement shall inure to the benefit of and be fully effective as to OAFK, and as such all references to CPA throughout the Agreement shall refer equally to and be inclusive of OAFK. CPA and OAFK further jointly assume the obligations of CPA or OAFK under the Agreement.

IV. Grant

- A. In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of _____ (“the Grant”), to be disbursed to Grantee for the purposes of funding the

Project, subject to the following:

1. Grantee shall use the Grant only for the approved Project.
2. Grantee acknowledges that the Project must meet the Program objective of statewide K-12 Opioid Use Prevention and Awareness programming in accordance with the requirements set out in the NOFA and Project scope of work.
3. Grantee shall carry out the Project in accordance with:
 - a. this Agreement, including all Attachments;
 - b. the NOFA, hereby incorporated by reference; and
 - c. all Applicable Laws.

V. Term

Unless terminated sooner pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall remain in effect for a 3-year period. CPA may unilaterally renew the Agreement for one (1) 2-year period, for a total term of five (5) years.

CPA may further approve Grantee's written request for a no cost time extension of the termination date of the Agreement to permit Grantee additional time to complete the scope of work of the Project if Grantee is in good fiscal and programmatic standing. A written request for a no cost time extension must include (a) a timeline of events beginning on the Effective Date, (b) a detailed explanation of why the Project is not expected to be completed within the term of the Agreement (including any exercised renewals), and (c) if applicable, supporting documentation demonstrating extenuating circumstances. CPA may approve one or more no cost time extensions. The duration of each no cost time extension may be no longer than six months from the termination date of the Agreement, unless CPA finds that special circumstances justify authorizing additional time to complete the scope of work of the Project. Approval of a no cost time extension request must be supported by a finding of good cause and requires an amendment to the Agreement.

VI. Project Commencement and Completion

- A. **Project Commencement.** Unless otherwise agreed to in writing by CPA, Grantee shall commence the Project in accordance with its Project scope of work on or prior to 30 calendar days after the Effective Date. Prior to commencement, Grantee shall obtain all necessary approvals, including all applicable permits and licenses.
- B. **Project Changes.** CPA must approve, in writing, any changes to the Application, including modifications of the scope of work of the Project or Completion Date. Such changes will not require a formal amendment to this Agreement so long as they are approved in writing by CPA and the total amount of the Grant does not change. The Project Budget may only be modified in accordance with the Budget terms and conditions set out in Attachments C-2 through C-4.
- C. **Performance.** Grantee must fully complete its Project by the date set forth in this Agreement in accordance with and consistent with any deadlines established in the NOFA. Grantee's Project must be implemented in a manner that complies with all applicable terms, conditions, requirements, and limitations set forth in this Agreement, the NOFA, and as proposed and represented in the Application.
- D. **Proof of Project Completion.**
 1. Obligation to Provide Proof. In order to certify project completion and receive final disbursement of funds, Grantee must provide CPA with approved documentation, or proof, that is substantively accurate and complete as set forth in Part VI., Section D.2. (Acceptable Substance of Proof). Notwithstanding the foregoing, CPA reserves the right to determine, in its sole discretion, the completeness and sufficiency of proof provided to the CPA by Grantee pursuant to this section. Grantee acknowledges that its failure to satisfy its obligation to provide proof as required in this section may delay or prohibit certification of project completion and disbursement of funds.

2. Acceptable Substance of Proof. In order to be considered substantively complete, proof of project completion submitted to CPA must demonstrate with specificity that the Project scope of work has been performed consistent with Grantee's Application. Such proof must include:
 - a. Any and all information required to be provided to CPA, including but not limited to: documentation of expenditures; grant activities performed; and key performance indicators, including applicable information required by Section III.D.8 of the NOFA (Documenting Performance); and
 - b. The Final Report required by Part VI., Section E.3.

E. Reports.

1. Monthly Status Reports. For the first year of the Agreement, Grantee shall submit monthly status reports to CPA. Grantee shall ensure the reports are received by CPA no later than ten (10) working days after the end of each month. Each report should cover the previous month and shall include such information as CPA requests, including but not limited to: narrative updates on the status of the Project, including notification of any delays or problems encountered in completing the Project, Project activities, and accomplishments for the reporting period; key performance indicators, including applicable information required by Section III.D.8 of the NOFA (Documenting Performance); and financial reporting, including current expenditures.
2. Quarterly Status Reports. For the second year and any remaining years of the Agreement, Grantee shall submit progress reports to CPA on January 1, April 1, July 1, and October 1 of each year in a manner and form to be determined by CPA. The progress reports shall contain such information as CPA requests, including but not limited to the information required in Monthly Status Reports. Grantee shall ensure that each report is received by CPA no later than ten (10) working days after the end of each reporting period. Each report should cover the most recent 3-month reporting period. Reporting periods are as follows:
 - Quarter 1: January 1 – March 31
 - Quarter 2: April 1 – June 30
 - Quarter 3: July 1 – September 30
 - Quarter 4: October 1 – December 31
3. Final Report. Unless otherwise agreed to in writing by CPA, within sixty (60) calendar days after Grantee completes the Project, Grantee shall submit to CPA a final report (the "Final Report") in a manner and form to be determined by CPA that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as CPA requires. The Final Report shall also contain all financial, performance, and other reports as CPA requests, including but not limited to expense summary of the Project and the information required under Part VI., Section D.2. (Acceptable Substance of Proof). In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, CPA.
4. Final Report Certifications. The Final Report shall also contain:
 - a. An expense summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant; and
 - b. Grantee must certify in writing to CPA that the Project has been completed as proposed/represented in the Application, including but not limited to a certification representing that the Project fully complies with and satisfies any and all terms and conditions identified in this Agreement, the NOFA, and all Applicable Laws.
5. In addition to the requirements set forth above, Grantee shall provide CPA with such additional records, reports, and other documentation as may be required by CPA.

F. Project Completion. For purposes of this Agreement, a Project shall be considered "complete" as of the later of the date CPA:

1. Accepts the certifications and proof of project completion provided by Grantee as required by Part VI., Sections D (Proof of Project Completion) and E.4. (Final Report Certifications), respectively; and,
2. Verifies that a Project certified as complete complies with the requirements of this Agreement, the NOFA, and Applicable Laws, or

3. Otherwise affirmatively elects to verify that the project is complete without exercising its rights to conduct any other monitoring, review, or audit rights available to CPA under this Agreement.

G. Consequences of Non-Performance. Failure to fully satisfy the criteria set forth in Part VI., Section C. (Performance), and Part VI., Section E.4. (Final Report Certifications), comply with all Applicable Laws, or to otherwise complete the Project as represented in the Grantee's Application, may result in CPA's denial of a request for reimbursement for any expenditures related to the Project and the return of previously reimbursed funds, and Grantee shall not otherwise be entitled to reimbursement for such expenditures.

VII. Expenditure of Grant Funds.

- A. **Allowable Expenditures.** Grantee shall only be entitled to payment for Allowable Expenditures, actually incurred, as enumerated in the NOFA and subject to any other restrictions imposed by this Agreement. CPA may order the return of any funds previously disbursed or deny a request for reimbursement for any expenditures that do not constitute Allowable Expenditures, and Grantee shall not otherwise be entitled to payment or reimbursement for any expenditures that do not constitute Allowable Expenditures.
- B. **Non-Reimbursable Expenses.** Grantee may not expend the Grant for purposes contrary to this Agreement. With the exception of Allowable Expenditures or other reimbursable expenses or costs expressly contemplated herein, there shall be no other reimbursable expenses associated with this Agreement. Except for expenditures that constitute Allowable Expenditures or other reimbursable expenses or costs expressly contemplated hereunder, Grantee shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Grantee.
- C. **Pre-Award Expenses.** Grantee may only use funds to cover costs incurred after the Effective Date, unless otherwise specifically approved in writing. All unapproved costs incurred by Grantee before the Effective Date and before approval by CPA of the release of Grant funds are incurred voluntarily, at Grantee's own credit and expense.
- D. **Project Budget.** Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of CPA and may only transfer amounts between budget categories pursuant to the Budget Control terms and conditions set out in Attachments C-2 through C-4.
- E. **Return of Unexpended Funds.** If, upon completion of the Project, there are cost savings that result in unexpended Grant funds, Grantee shall return such Grant funds to CPA. CPA shall have the rights and remedies with respect to unexpended funds upon termination as provided by Part XII.
- F. **Duty to Report Misuse of Funds.** Grantee must promptly refer to CPA any credible evidence that a principal, employee, agent, subcontractor, subgrantee, or other person has either: 1) submitted a false claim for grant funds as that term is used under any false claims act or other similar law, whether state or federal; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

VIII. Payment

- A. **Disbursement of Grant Funding.** After the Effective Date, CPA will disburse Grant funds to Grantee on a reimbursement basis.
- B. **Reimbursement.**
 1. **Request for Reimbursement.** Grantee may request reimbursement for Allowable Expenditures monthly. A request for reimbursement shall identify in detail all Allowable Expenditures for which reimbursement is being sought on the forms and in the manner prescribed by CPA and attest that such Allowable Expenditures are true, accurate, and in fact constitute Allowable Expenditures, actually incurred by Grantee. CPA may request, in its sole discretion, and

Grantee may be required to supply, additional records to verify any Allowable Expenditures claimed by Grantee, including, but not limited to, invoices, original itemized receipts, copies of checks, check registers, or bank statements indicating credit card invoices were paid. CPA shall review any request for reimbursement and related supporting documentation for compliance with this Agreement, the NOFA, and Applicable Laws. Notwithstanding anything herein to the contrary, CPA shall have the right to dispute any request for reimbursement, invoice, or other supporting documentation and withhold payment of any disputed amount if CPA believes the documentation is inaccurate, incomplete, insufficient, or incorrect in any way.

2. Time for Reimbursement. Requests for reimbursement should be made allowing up to thirty (30) calendar days to receive the Grant funds. No payment of grant funds will be disbursed until CPA has reviewed and approved the eligible expenses incurred by Grantee. If CPA requires additional supporting documentation for a request for reimbursement, a hold will be placed on such request for reimbursement until claimed Allowable Expenditures are verified.
3. Payments Conditional. Reimbursements are conditioned on work being performed in compliance with this Agreement, the NOFA, and Applicable Laws. No payment, including final payment, shall be construed as or constitute: (1) acceptance of any Project(s) as satisfying the terms, conditions, or requirements of this Agreement, the NOFA, or Applicable Laws; or (2) a waiver by CPA of any rights or remedies it may have to enforce the terms of this Agreement, and Grantee shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. By making any payments under this Agreement, CPA does not waive its ability to challenge any payment or reimbursement for either failing to comply with this Agreement, the NOFA, or any Applicable Laws. Grantee agrees that its acceptance of the last payment from CPA under this Agreement shall operate as a release of any and all claims related to this Agreement that Grantee may have or be capable of asserting against CPA or the State of Texas.

C. **Right to Withhold Reimbursement.** CPA reserves the right to not disburse any Grant funds if, in CPA's determination:

1. Grantee has failed to supply appropriate supporting documentation or withheld a material fact in a request for reimbursement;
2. Grantee's request for reimbursement, when combined with all prior reimbursement requests, exceeds the total amount of the Grant;
3. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement; Texas Government Code, Chapter 403, Subchapter R; Title 34, Chapter 16, Subchapter C of the Texas Administrative Code; Applicable Laws; or the NOFA;
4. Grantee is not performing or completing the Project in a manner satisfactory to CPA; or
5. Grantee is in default under any other term or condition contained in this Agreement.

D. **Return of Funds.** In the event that any previously reimbursed funds are determined to have been expended in violation of the laws applicable to the expenditure of such funds; or any payment was comprised of claimed expenditures that did not constitute Allowable Expenditures; was not otherwise reimbursable hereunder; was improperly or incorrectly allocated; was unreasonable; was not supported by sufficient and appropriate documentation; or was otherwise made in a manner inconsistent with or in violation of the terms, conditions, or requirements of this Agreement, the NOFA, or any Applicable Laws, Grantee shall be liable to CPA for the full amount of any claim disallowed and for all related penalties incurred and Grantee shall immediately return to CPA funds subject to this Repayment Obligation. This remedy is in addition to and not to the exclusion of any other remedies available to CPA under this Agreement, at law, in equity, or otherwise.

E. **Erroneous Payments and Credits.** Grantee shall promptly pay or refund to CPA the full amount of any overpayment, erroneous payment, or unallowable expense within ten (10) business days after either discovery by the Grantee or notification by CPA of the overpayment, erroneous payment, or unallowable expense. CPA may, in its sole discretion, elect to have Grantee apply any amounts due to CPA under this Section (Erroneous Payments and Credits) against any amounts payable by CPA under this Agreement.

- F. **Compensation Generally.** Notwithstanding anything in this Agreement to the contrary, in no event shall CPA be obligated to pay Grantee any fees, costs, compensation or other amounts in excess of the amount expressly set forth herein in accordance with the terms, conditions, limitations, and requirements of this Agreement, unless CPA otherwise agrees to pay such fees, costs, compensation or other amounts pursuant to a written amendment to this Agreement executed by CPA.

IX. Records

- A. Grantee shall maintain accurate financial, management, programmatic and other records, including those pertaining to subawards and subcontracts, of the Grantee, of all transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, "Records") in compliance with the records retention requirements of Texas Grant Management Standards. The Records shall be in a commercially reasonable form acceptable to CPA. Grantee shall retain the Records for the later of (a) Five (5) years following the date CPA approves the Final Report described in Part VI., Section E.3. (Final Report); or (b) if any litigation, claim, or audit is started, or any open records request is received, before the expiration of the five-year records retention period, one year after the completion of the litigation, claim, or open records request and resolution of all issues which arise from it.
- B. Grantee shall give the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Grantee pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Grantee. Grantee shall cooperate with auditors and other authorized representatives of CPA and the State of Texas and shall provide them with prompt access to all such property as requested by CPA or the State of Texas. By example and not as exclusion to other breaches or failures, the Grantee's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize CPA to immediately terminate this Agreement. Grantee agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.

X. Right to Audit

CPA may require, at Grantee's sole cost and expense, independent audits by a qualified certified public accounting firm of Grantee's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to Grantee. CPA retains the right to issue a request for applications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Grantee or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other 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. This Agreement may be amended unilaterally by CPA to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors or sub-grantees through the Grantee and the requirement to cooperate is included in any awarded subcontract or subaward. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee relating to this Agreement.

XI. Monitoring

- A. **Monitoring and Review.** In addition to any other terms and conditions hereunder of or related to auditing, verifying, or ensuring Grantee's compliance with the terms, conditions, requirements, or limitations of this Agreement, CPA shall monitor and review Grantee's performance under this Agreement to ensure compliance with this Agreement, the NOFA, and Applicable Laws. Such review and monitoring shall include CPA's assessment of any claims or invoices and any reports furnished by Grantee pursuant to this Agreement. CPA reserves the right to monitor Grantee performance through site visits, reports, or other means deemed necessary by CPA. The Grantee agrees that CPA may conduct during regular business hours site visits to review contract compliance, assess management controls, and assess relevant services and activities. Grantee agrees to ensure the cooperation of Grantee personnel in such efforts and to provide to CPA all information requested in the manner determined by CPA, including allowing CPA to inspect Grantee's, subgrantee's, or subcontractor's facilities and books and records in order to monitor and evaluate performance of this Agreement.
- B. **Corrective Action.** Following each site visit or review of requested information, CPA may submit a written report to the Grantee that identifies CPA's findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested. The corrective action plan shall be submitted to CPA for approval within the timelines outlined in the written report. The Grantee shall implement the plan after it is approved by CPA. Failure to do so may result in suspension or termination of the Agreement, without penalty or liability to CPA or the State of Texas. Grantee shall not impose any charge or fee in connection with any review or monitoring conducted by CPA hereunder.
- C. The requirements of this Part shall apply to Grantee and Grantee's subcontractors and subgrantees, and Grantee shall require and cause any subcontractor or subgrantee used by Grantee in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.
- D. Any and all of the rights granted to CPA by this Part or otherwise referred to in this Part, or duties or obligations of Grantee under this Part or otherwise referred to in this Part, may be exercised or invoked by CPA or any other entity designated by CPA, including contractors hired by CPA for such purpose.

XII. Default; Remedies; Termination

- A. **Default.** One or more of the following constitutes a default:
- the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement;
 - the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project;
 - the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in CPA's sole determination;
 - Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; and/or
 - a change in Grantee's staffing capacity or personnel that adversely affects Grantee's ability to carry out the Project, in CPA's sole discretion.
- B. **Right to Cure and Termination for Cause.** If a default occurs, CPA shall give Grantee written notice of default, and Grantee shall have thirty (30) calendar days from the date of such notice to cure the default. If Grantee has not cured the default to the satisfaction of CPA by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and CPA may demand immediate repayment of the Grant. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, CPA's right to terminate this Agreement shall be immediate, without a notice and cure period.
- C. **Remedies for Noncompliance.** If CPA finds that Grantee has failed to comply with any term or condition of the Agreement or any Applicable Laws, CPA may:
1. Require Grantee to repay part or all of the Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by CPA in recovery proceedings;
 2. Require Grantee to repay any portion of the Grant funds that CPA, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and

- reasonable attorneys' fees incurred by CPA in recovery proceedings;
3. Withhold awarded Grant funds pending correction of the deficiency;
 4. Disallow part or all of the cost of the activity or action that is not in compliance;
 5. Terminate the Agreement in whole or in part;
 6. Bar Grantee from future consideration for grant awards offered by or through CPA, OAFC or the State; or
 7. Exercise any other legal remedies available at law.
- D. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Termination for convenience may be for any reason or no reason at all.
- E. **Termination for Cause by Grantee.** Grantee may only terminate this Agreement upon written notice of the breach by CPA of any material term, condition, or provision of this Agreement, if such breach is not cured within sixty (60) days of CPA's receipt of Grantee's written notice of breach.
- F. **Return of Unspent Funds Upon Termination.** Grantee agrees to return any remaining proceeds of the Grant to CPA upon termination of the Agreement, whether due to default, completion of the Project, or for any other reason.
- G. **Rescission.** If after making an award CPA determines that at the time of making the award a project was not eligible to receive funding for any reason, CPA may rescind the award and Grantee shall be required and agrees to return any Grant funds that were awarded. CPA shall reduce the amount required to be returned under this subsection if CPA determines, in its sole discretion, that the Grant funds or any portion thereof were expended in good faith.
- H. **Remedies Not Exclusive.** In addition to exercising any or all of the rights and remedies contained in this Agreement, CPA at any time may proceed to protect and enforce all rights available to CPA by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

XIII. Liability.

Grantee releases CPA and the State of Texas from, and agrees that CPA and the State of Texas, shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against CPA and the State of Texas, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of CPA. This Section shall survive the term of this Agreement.

XIV. Indemnification

GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, 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 AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. 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 CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

XV. Insurance

- A. **Coverages Required.** Grantee shall obtain and maintain throughout the Agreement the insurance coverages listed below:
1. **Worker's Compensation Insurance.** Coverage to secure the payment of compensation to injured employees as defined in the Texas Worker's Compensation Act.
 2. **Employer's Liability Insurance.** Coverage in the following minimum amounts:
 - Bodily Injury, \$500,000 per accident;
 - Disease, \$500,000 per employee;
 - Aggregate policy limit of \$1,000,000.
 3. **Commercial Automobile Liability Insurance.** Coverage in the following minimum amounts for owned, hired, and non-owned vehicles for claims of automobile bodily injury and property damage that may arise in the performance of the Agreement:
\$500,000 per person;
\$500,000 per occurrence for bodily injury; and
\$1,000,000 per occurrence for property damage; or
\$1,000,000 per occurrence if the policy is issued for bodily injury and property damage combined.
 4. **Commercial General Liability Insurance.** Coverage for claims of personal injury and bodily injury, including accidental death, and property damage which may arise from the performance of the Agreement. The types of coverage required are: Blanket, Broad Form Property Damage, Premises and Operations Hazards, Products and Completed Operations Hazards, Independent Grantee's, and Contractual Liability in the minimum amounts of:
\$1,000,000 per occurrence for bodily injury; and
\$1,000,000 per occurrence for property damage; or
\$2,000,000 per occurrence if the policy is issued for bodily injury and property damage combined.
 5. **Excess Liability Insurance (Umbrella).** Additional coverage for all liability policies required for this Agreement (excluding Worker's Compensation and Employer's Liability Insurance, which are not liability insurance) in an amount not less than \$1,000,000 in the aggregate.
 6. **Requirements for Subcontractors.** All requirements listed in 1. through 5. of this Part XV., Section A. will also apply to subcontractors and subgrantees.
- B. **Minimum Insurance Rating.** The Grantee will obtain all required policies from insurers licensed, eligible or registered under Texas law with a rating of A- or better in a financial size category of IV or higher according to A.M. Best Company.
- C. **Notices of Change.** The Grantee's insurance policies must require the insurer or the insurer's authorized agent to notify CPA of any cancellation, or material change, other than for non-payment, at least 30 days in advance. The Grantee's insurance policy must require the insurer or the insurer's authorized agent to notify CPA of any cancellation or material change due to non-payment at least 10 days in advance. These notices of changes must reference the CPA contract number and be made in writing by certified mail to CPA contact at the address shown in this Agreement.
- D. **Insurance Certificate.** No later than five (5) business days following execution of this Agreement, and on an annual basis thereafter so long as this Agreement is in force, Grantee shall furnish proof to CPA of such coverage in the form of a Certificate of Insurance from Grantee's insurance carrier(s) indicating the required coverages. The certificate shall be addressed to CPA as the certificate holder. Grantee shall submit proof of required insurance coverage via email, referencing the purchase order number, to the following address: O AFC.nofa@cpa.texas.gov. Certificates must bear the CPA contract number of this Agreement. If Grantee changes insurers, Grantee shall give CPA a new certificate of insurance within ten days. The certificate of insurance shall set out any deductible or self-insured retention amounts for each coverage required.
- E. **Required Additional Provisions.** All policies of insurance shall include the following provisions:
1. O AFC and its members and CPA and its officers and employees are named additional insureds to the Commercial General Liability Insurance, Excess Liability Insurance (Umbrella), and Excess Liability Insurance (Other than Umbrella);

2. Waiver of subrogation in favor of OAFB and its members and CPA, its officers and employees for bodily injury (including death), property damage or any other loss arising from this Agreement, except for the Professional Liability Insurance; and
 3. The Grantee's insurance is primary insurance with respect to OAFB and its members and CPA and its officers and employees.
- F. **Self-Insurance.** Grantee must disclose on its insurance certificate if any of the coverage required under the Agreement is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR. If Grantee is a Texas governmental entity, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to CPA.

XVI. Transfer of Interest

- A. **Transfer of Interest in Grant Agreement.** Grantee shall not assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the Agreement, by forced or voluntary sale, merger, consolidation, receivership, or other means without the prior consent of CPA, and then only under such conditions as CPA may establish; however, consent shall not be unreasonably withheld. Any attempted or purported assignment, transfer or delegation thereof without such consent of CPA shall be null and void and constitute default by Grantee.
- B. **Ownership or control.**
1. Grantee shall promptly notify CPA of any proposed change in, or transfer of, or acquisition by any other party of control of the Grantee or its interest in the Agreement. For the purpose of determining whether CPA shall consent to such change, transfer, or acquisition of control, CPA may inquire into the qualifications of the prospective controlling party, and Grantee shall assist CPA in any such inquiry.
 2. In seeking CPA's consent to any change in ownership or control, Grantee shall have the following responsibility:
 - a. To show to the satisfaction of CPA whether the proposed purchaser, transferee, or assignee (hereafter referred to as the "proposed transferee"), meets, at a minimum, the same requirements imposed upon Grantee as a condition of entering into this Agreement; and
 - b. To establish to the satisfaction of CPA that the financial and technical capability of the proposed transferee is such as to enable it to complete, maintain and/or operate the Project for the remaining term of this Agreement and subsequent time period pursuant to this Agreement.
- C. **Waiver.** The consent or approval of CPA to any transfer of the Agreement by Grantee shall not constitute a waiver or release of the rights of CPA under this Agreement.
- D. **Survival.** The consent or approval of CPA to any transfer of the Agreement by Grantee shall not release Grantee from any liability or obligation set forth in the Agreement that is expressly stated to survive any termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding ongoing Project conformance with specifications, confidentiality, indemnification, records, audit, property rights, dispute resolution, and reimbursement verification.
- E. **Prohibition on Early Transfer.** In the absence of extraordinary circumstances, CPA will not approve any transfer or assignment of Grantee's interest in, or rights or obligations under, the Agreement prior to Grantee's expenditure of 80% of the Project Budget.
- F. **Acceptance.** In no event shall a transfer or assignment of this Agreement be approved without the successor in interest accepting, in writing, this Agreement.

XVII. Equipment

Title to equipment acquired under this Agreement vests in the Grantee upon acquisition, and Grantee shall comply with the use, management and disposition requirements of Texas Grant Management Standards related to equipment.

XVIII. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

A. Communications to CPA shall be mailed to:

Texas Comptroller of Public Accounts
Attn: Texas Opioid Abatement Fund Council Program
111 E. 17th St., Suite 610
Austin, Texas 78701

With an electronic courtesy copy to: O AFC.nofa@cpa.texas.gov

B. Communications to Grantee shall be mailed to:

[Grantee's mailing address]

With an electronic courtesy copy to: [Grantee's email address]

C. Unless notice is specifically required, the Parties may, in lieu of tendering notice by mail as set out above, communicate any information or transmit documents by email to the addresses listed above.

XIX. Audit and Other Flowdown Terms and Conditions

- A. **Flowdown Requirements.** The requirements of this Part shall apply to Grantee, subgrantees, and subcontractors. Grantee shall require and cause any subcontractor or subgrantee used by Grantee in connection with this Agreement to agree to and be subject to and bound by such terms and provisions.
- B. **Necessary and Allowable Expenditures.** Grantee represents and warrants that the funds from this grant shall only be used for Allowable Expenditures as defined in this Agreement.
- C. **Audit Requirements.** Funds allocated in connection with the Agreement are considered to be state financial assistance subject to the audit requirements of Texas Grant Management Standards. To the extent required to comply with audit requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30 each year, if required. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

1. Grant funds distributed hereunder count toward the \$750,000 or more threshold applicable to state awards spent during the fiscal year, which triggers the audit requirements for nonprofits or governmental entities. Nonprofit and local government subgrantees that expend \$750,000 or more in a year in state awards (from all sources) shall have a Financial Audit or Program-Specific Audit conducted for that year in accordance with the provisions of Texas Grant Management Standards. A copy of the final audit report shall be submitted to CPA if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to state awards provided by CPA. The audit report, if required, shall include a schedule of the prior year's questioned costs (to the extent applicable), along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit shall also be forwarded to CPA within one (1) month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each. Grantee shall provide CPA with a copy of any written audit findings or reports, whether in draft or final form, required to be submitted to CPA per the criteria above within two (2) business days following receipt by the Grantee. If an audit report is not required to be submitted per the criteria above, the subgrantee must provide written notification to CPA that the required audit was conducted in accordance with Generally Accepted Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to state awards provided by CPA. See Texas Grant Management Standards, Sub-grantee and Contractor Determination, for a discussion of subgrantee versus contractor (vendor) relationships.
- D. **Cost Principles.** To the extent applicable, in addition to any other terms, conditions, restrictions, or limitations applicable to Allowable Expenditures or reimbursable expenses or costs under the Agreement, the costs or expenses charged, paid, or reimbursed under the Agreement shall be determined as allowable under the cost principles detailed in Texas Grant Management Standards. To the extent that indirect costs qualify as Allowable Expenditures under the Agreement and Grantee does not have an indirect cost rate, the de minimis rate shall apply.
- E. **Restriction on Leveraging Funding.** No portion of the funds received under the Agreement may be used for the purpose of obtaining additional State funds under any other law, except if authorized under that law.
- F. **Recovery of Funds.** If a State audit takes exception to the Project(s) provided under the Agreement for which State funds have been paid or reimbursed, or if State funds are deferred and/or disallowed as a result of any audits (or expended in violation of the laws applicable to the expenditure of such funds), Grantee will be liable to CPA and the State or Texas for the full amount of any such payment, reimbursement, or any claim disallowed (or the amount of funds expended in violation of Applicable Laws or requirements) and for all related penalties incurred. If CPA concludes that Grantee has been paid for any cost that is unallowable, unallocable, or unreasonable under the Agreement, Grantee will be liable to CPA and the State of Texas for such cost. Grantee shall pay to CPA or State of Texas all amounts for which the Grantee is liable under this section within ten (10) business days of receiving a written demand or written notice. CPA may withhold any payment under the Agreement if Grantee fails to timely make any payment required by this Section. The requirements of this Section shall apply to Grantee and subgrantees and subcontractors. Grantee shall require and cause any subcontractor or subgrantee used by Grantee in connection with the Agreement to agree to and be subject to and bound by such terms and provisions.

XX. Certifications, Representations, and Warranties.

Each of the following required certifications, representation, and warranties set forth below is a material representation of fact upon which reliance is placed by CPA prior to distributing grant funds. In addition to any criminal penalties authorized by the Texas Penal Code that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, a Grantee that is subsequently determined to have made a statement, representation, warranty, certification, or attestation herein that is later proven untrue in any material respect shall be obligated to repay CPA the entire amount of any grant funds previously distributed by CPA to Grantee under the Agreement. By signing the Agreement, Grantee's authorized representative who must be expressly authorized to make the below

certifications on behalf of Grantee, under penalty of perjury and pursuant to the laws of the State of Texas, certifies and attests to Grantee's compliance with the following. The following certifications shall apply to Grantee and its subcontractors or subgrantees. Grantee shall require and cause any subcontractor or subgrantee used by Grantee in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the following certifications. Grantee may be required to provide any information identified or required in connection with the below certifications as a precondition to receiving funds under the Agreement. Further, if Grantee is a Local Government, Grantee specifically assures its compliance with the provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. Grantee certifies that the acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- B. Grantee certifies that it is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part and has all the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- C. Grantee represents and warrants that it is fully aware of the terms, conditions, and requirements of this Agreement, the NOFA, and Applicable Laws, and intended outcomes of any Project(s) to be delivered hereunder, and that any such Project(s) shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.
- D. Grantee represents, warrants, and covenants that the Project(s) will at all times meet, conform to and comply with: (1) this Agreement; (2) any and all representations or assurance made, directly or implicitly, in the Application; and (3) Applicable Laws.
- E. Grantee represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State or any department, agency, office, or any other governmental entity, unit, or subdivision thereof, including but not limited to the payment of taxes and employee benefits. Grantee represents that its accounting system is adequate to comply with this Agreement.
- F. Grantee certifies that prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project scope of work.
- G. Grantee represents, warrants, and covenants that all Projects(s) be performed or provided under this Agreement shall be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms of this Agreement and the highest standards of performance applicable to service providers in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Agreement, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as CPA notifies Grantee of any aspects of any Project(s) performed in violation of this standard, Grantee shall re-perform the relevant aspects of the Project(s) at no additional cost to CPA or impacted consumers, such that the Project(s) are rendered in the above-specified manner, or if the Grantee is unable to perform the Project(s) as warranted, Grantee shall reimburse CPA any fees or compensation paid to Grantee for the unsatisfactory performance.
- H. Grantee certifies that it shall comply with all applicable laws, regulations, terms, and conditions established by CPA and the State of Texas with respect to the use of Grant funds.
- I. Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

- J. Grantee represents and warrants that it will comply and assure the compliance of all its subgrantees and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.
- K. Grantee represents and warrants that it will maintain oversight to ensure that subcontractors and subgrantees perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- L. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Government Code.
- M. If Grantee is a “local government” as defined under Section 2054.003(9) of the Texas Government Code or a “state agency” as defined under Section 2054.003(13) of the Texas Government Code, Grantee represents and warrants its compliance with Section 2054.5191 of the Government Code relating to the cybersecurity training program for local government or state agency employees who have access to a local government or state agency computer system or database, respectively.
- N. Grantee acknowledges it has been advised that the dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
- O. Grantee 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.
- P. Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.
- Q. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
- R. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- S. Grantee represents and warrants that payments to Grantee and Grantee’s receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
- T. If the Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- U. Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- V. Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- W. Grantee represents and warrant that it will monitor the activities of any subgrantee as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- X. The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

- Y. Pursuant to Section 2271.002 of the Texas Government Code, Grantee certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Grantee shall state any facts that make it exempt from the boycott certification in its Offer.
- Z. Pursuant to Section 2275.0102 of the Texas Government Code, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
- AA. If Grantee is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Grantee verifies that Grantee does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Grantee does not make that verification, Grantee must so indicate in its Application and state why the verification is not required.
- BB. If Grantee is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Grantee verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Grantee does not make that verification, Grantee must so indicate in its Application and state why the verification is not required.
- CC. If Grantee is required to make a certification pursuant to Section 2252.906 of the Texas Government Code, Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- DD. All representations, warranties, and covenants made by Grantee in this Agreement, whether or not this Agreement specifically denominates Grantee's promise as a warranty or whether the warranty is created only by Grantee's affirmation or promise, or is created by a description of the Project(s) or related outcomes to be provided or that will result, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand those warranties. Grantee's warranties provided in this Section XVIII are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to CPA, the State of Texas, and any and all consumers intended to benefit from such warranties, this Agreement, or the Project(s) resulting here from.

XXI. General Terms and Conditions

- A. **Time Limits.** Time is of the essence in the performance of this Agreement and accordingly all-time limits shall be strictly construed and rigidly enforced.
- B. **Funding Limitation.** This Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. Grantee understands that all obligations of CPA under the Agreement are subject to the availability of grant funds.
- C. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CPA or otherwise available to CPA or Grantee. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to CPA or Grantee under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CPA or Grantee do not waive any privileges, rights, defenses, or immunities available to them by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. The modification of any privileges, rights, defenses, remedies, or immunities available to CPA or Grantee must be in writing, must reference this Section, and must be signed by CPA and Grantee to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to CPA shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.

- D. **No Liability upon Termination.** If this Agreement is terminated for any reason, CPA and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.
- E. **Independent Contractor Status.** Grantee, subgrantees, subcontractors, and Grantee personnel are independent contractors and shall not be construed as, nor hold themselves out as, an employee or agent of the CPA or the State of Texas. Grantee, subgrantees, or subcontractors shall be responsible for maintaining and furnishing a place of work, and any tools, supplies, apparel, facilities, equipment, and appropriate communications devices and services required for Grantee personnel to perform and complete the Project(s). Grantee shall be responsible for paying any taxes (including sales taxes, excise taxes, use taxes, income taxes or property taxes) incurred by Grantee in the performance of this Agreement.
- F. **Third-Party Beneficiaries.** Except as otherwise expressly stated herein, there are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit CPA, OAFCA, the State of Texas, CPA's respective successors and permitted assigns, and Grantee.
- G. **Obligations of Joint Entities.** If Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default with respect to such activities and obligations.
- H. **Limitation on Authority; No Other Obligations.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. Grantee shall have no authority to act for or on behalf of CPA or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Grantee may not incur any debts, obligations, expenses or liabilities of any kind on behalf of CPA.
- I. **No Other Benefits.** Grantee shall have no exclusive rights or benefits other than those set forth herein.
- J. **Conflict of Interest.**
1. Grantee shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by Grantee or any related entity or individual, Grantee shall promptly disclose in writing to CPA any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
 - a. Any consulting fees or other compensation paid to employees, officers, agents of Grantee, or members of their immediate families, or paid by subcontractors or subgrantees; or
 - b. Any organizational conflicts of interest between Grantee and its subcontractors or subgrantees under a subaward.
 2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of this Agreement, nor have access to information regarding any portion of this Agreement, without CPA's written consent in the form of a unilateral amendment. Grantee agrees that CPA has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.
- K. **Force Majeure.** Except as otherwise provided, neither Grantee nor CPA shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, pandemic, 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. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.
- L. **Public Information Act.** Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that CPA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code), as interpreted by judicial opinions and opinions of CPA and of the Texas Attorney General. Information, documentation, and other material in connection with this Agreement may be

subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, 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. Specific formats acceptable to CPA include Word, Excel, and pdf. All Applications become the property of CPA and may be subject to release to any requester under the provisions of the Texas Public Information Act. After the award and execution of this Agreement, Applications submitted shall be presumed to be public information and subject to disclosure unless such information is conspicuously marked as confidential and a specific exception to disclosure under the Texas Public Information Act applies. CPA advises each Grantee to consult with its legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or other proprietary information. CPA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Grantee.

- M. **Information Security Requirements.** Grantee shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to confidential CPA information. If communications with Grantee necessitate the release of confidential CPA information, each individual who will require access to or may be exposed to that information must sign the CPA Confidential Treatment of Information Acknowledgement (CTIA) form. See Attachment D for the CTIA.
- N. **Debts or Delinquencies to State.** Grantee acknowledges and agrees that, to the extent Grantee owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Grantee is otherwise owed under or related to this Agreement may be applied toward any debt Grantee owes the State of Texas until the debt is paid in full. These provisions are effective at any time Grantee owes any such debt or delinquency.
- O. **Local Government Waiver of Sovereign Immunity.** If Grantee is a “local government entity” as defined under Section 271.151 of the Texas Local Government Code, Grantee acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to Grantee, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.
- P. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Project, it will at all times comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.
- Q. **Report of Fraud, Waste and Abuse.** Grantee represents and warrants that it has read and understood and shall comply with CPA’s Anti-Fraud Policy located on CPA’s website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of this Agreement. If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Grantee or by a client or contractor of the Grantee may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Grantee, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Grantee. See <http://sao.fraud.state.tx.us/>.
- R. **Media Releases.** Grantee shall not use CPA’s name, logo or other likeness in any press release, marketing material or other announcement without CPA’s prior written approval. CPA does not endorse any vendor, commodity or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Agreement or the Grant without CPA’s prior written consent, and then only in accordance with explicit written instructions from CPA.
- S. **CPA/OAFC Signs.** If requested by CPA, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if CPA furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

- T. **Amendment.** Other than as set forth in the Agreement, this Agreement may not be amended except by a written instrument executed by CPA and Grantee.
- U. **Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- V. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.
- W. **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required for CPA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- X. **Technical Assistance.** If the Project is not being completed or performed in a manner satisfactory to CPA or Grantee has violated a provision of this Agreement, prior to CPA's declaring a default, CPA may request that Grantee accept technical assistance CPA determines is necessary for the Project to proceed in a manner acceptable to CPA.
- Y. **Cumulative Remedies.** No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Applicable Laws.
- Z. **Survival of Terms.** Termination of the Agreement for any reason shall not release Grantee from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding ongoing Project conformance with specifications, confidentiality, indemnification, records, audit, property rights, dispute resolution, and reimbursement verification.
- AA. **Entire Agreement.** This Agreement, and its accompanying attachments, contain the entire agreement between the parties relating to the rights granted and the obligations assumed in it and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

XXII. Order of Precedence

In the case of conflicts between this Agreement (excluding Attachments) and any of the Attachments or documents incorporated by reference, the following shall control in the following order of priority:

1. Attachment A of this Agreement – Special Terms and Conditions
2. This Agreement (excluding Attachments)
3. The NOFA
4. Attachment D – Confidential Treatment of Information Acknowledgement (CTIA) Form
5. Attachment E – Nondisclosure Agreement
6. Attachment F – Conflict of Interest/Disclosure Statement
7. Attachments C-1 through C-4 – Project Budget Summary and Budget Sheets
8. Attachment B – Application
9. Attachment C – Project Budget

XXIII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

TEXAS OPIOID ABATEMENT FUND COUNCIL

GRANTEE

By: Texas Comptroller of Public Accounts

By: _____

By: _____

Lisa Craven

Name

Deputy Comptroller

Title

Date: _____

Date: _____

**ATTACHMENT A
SPECIAL TERMS AND CONDITIONS**

1. Reserved.

**ATTACHMENT B
APPLICATION**

Grantee's Application dated [insert date], is incorporated by reference for all purposes into this Agreement as Attachment B of this Agreement.

**ATTACHMENT C
PROJECT BUDGET**

Grantee's Project Budget dated [insert date], is incorporated by reference for all purposes into this Agreement as Attachment C of this Agreement. Attachments C-1, C-2, C-3, and C-4 contain the Project Budget Summary, Budget Sheets for years one through three of the Agreement, and terms and conditions applicable to the Project Budget and Grantee's expenditure of grant funds. Grantee agrees that it is subject to and will comply with all terms and conditions contained in Attachments C-2 through C-4.

ATTACHMENT C-1

Project Budget Summary

PROJECT BUDGET				
	Year 1	Year 2	Year 3	Year 4
Program Administration	\$	\$	\$	\$
Grant Activities	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$
Total Project Costs:				\$

ATTACHMENT C-2

Year 1 Budget Sheet

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Total Direct Costs	\$
Indirect Costs	\$
Total	\$

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Agreement is ____% of (check one):

- salary and fringe benefits
- modified total direct costs
- other direct costs base

If other direct costs base, identify:

This rate is less than or equal to (check one):

- Predetermined Rate—an audited rate that is not subject to adjustment.
- Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Grantee and CPA. This rate is not subject to adjustment.
- Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed in the amount of actual costs, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used (1) is applied to an entire trip and not to selected days of the trip, (2) results in charges consistent with those normally allowed in like circumstances in the Grantee’s non-state-funded activities and is in accordance with the Grantee’s written travel reimbursement policies, and (3) the costs do not exceed the maximum per diem and subsistence rates prescribed by the State of Texas Travel Guidelines published by the Comptroller. Notwithstanding any rates or amounts stated in the Project Budget, per diem and subsistence rates charged to the Agreement may not exceed the then-current rates prescribed by the State of Texas Travel Guidelines published by the Comptroller.

5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in Texas Grant Management Standards, Cost Principles. Construction costs are not reimbursable without prior, specific written authorization from CPA.

6. **Budget Control.**

- a. Cumulative transfers equal to or less than 10% of the Total Budget. Grantee may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Agreement Period do not exceed ten percent (10%) of the Total Budget amount. Grantee must timely submit a notice to CPA reflecting the revised budget, which notice may be tendered by email to the CPA email address set out in Part XVIII, Section A of the Agreement. This cumulative transfer cap resets if an amendment is signed by the parties reflecting changes to the budget.
- b. Cumulative transfers greater than 10% of the Total Budget require a written amendment to this Agreement **before** Grantee may incur costs associated with the budget changes.
- c. Grantee may not transfer amounts to budget categories containing zero dollars without CPA pre-approval in writing. CPA may tender any such written pre-approval by email to the Grantee’s email address set out in Part XVIII, Section B of the Agreement.

7. **Supporting Records.** Grantee shall submit records and documentation to CPA as appropriate for the review and approval of reimbursing costs. CPA may reject invoices without appropriate supporting documentation. CPA has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable Agreement period), percent of budget spent to date, and percentage of budget projected to be spent. Grantee shall maintain records subject to the terms of this Agreement.
8. **Indirect Costs.** Grantee's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Agreement. To the extent that the reimbursable rate is lower than Grantee's actual indirect costs, Grantee is contributing its unreimbursed indirect costs to the successful performance of this Agreement, and waives any right it may have to reimbursement of those costs. Grantee must fund all unreimbursed indirect costs from other funds. It is the Grantee's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

ATTACHMENT C-3

Year 2 Budget Sheet

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Total Direct Costs	\$
Indirect Costs	\$
Total	\$

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Agreement is ____% of (check one):

- salary and fringe benefits
- modified total direct costs
- other direct costs base

If other direct costs base, identify:

This rate is less than or equal to (check one):

- Predetermined Rate—an audited rate that is not subject to adjustment.
- Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Grantee and CPA. This rate is not subject to adjustment.
- Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed in the amount of actual costs, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used (1) is applied to an entire trip and not to selected days of the trip, (2) results in charges consistent with those normally allowed in like circumstances in the Grantee’s non-state-funded activities and is in accordance with the Grantee’s written travel reimbursement policies, and (3) the costs do not exceed the maximum per diem and subsistence rates prescribed by the State of Texas Travel Guidelines published by the Comptroller. Notwithstanding any rates or amounts stated in the Project Budget, per diem and subsistence rates charged to the Agreement may not exceed the then-current rates prescribed by the State of Texas Travel Guidelines published by the Comptroller.

5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in Texas Grant Management Standards, Cost Principles. Construction costs are not reimbursable without prior, specific written authorization from CPA.

6. **Budget Control.**

- a. Cumulative transfers equal to or less than 10% of the Total Budget. Grantee may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Agreement Period do not exceed ten percent (10%) of the Total Budget amount. Grantee must timely submit a notice to CPA reflecting the revised budget, which notice may be tendered by email to the CPA email address set out in Part XVIII, Section A of the Agreement. This cumulative transfer cap resets if an amendment is signed by the parties reflecting changes to the budget.
- b. Cumulative transfers greater than 10% of the Total Budget require a written amendment to this Agreement **before** Grantee may incur costs associated with the budget changes.
- c. Grantee may not transfer amounts to budget categories containing zero dollars without CPA pre-approval in writing. CPA may tender any such written pre-approval by email to the Grantee’s email address set out in Part XVIII, Section B of the Agreement.

7. **Supporting Records.** Grantee shall submit records and documentation to CPA as appropriate for the review and approval of reimbursing costs. CPA may reject invoices without appropriate supporting documentation. CPA has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable Agreement period), percent of budget spent to date, and percentage of budget projected to be spent. Grantee shall maintain records subject to the terms of this Agreement.
8. **Indirect Costs.** Grantee's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Agreement. To the extent that the reimbursable rate is lower than Grantee's actual indirect costs, Grantee is contributing its unreimbursed indirect costs to the successful performance of this Agreement, and waives any right it may have to reimbursement of those costs. Grantee must fund all unreimbursed indirect costs from other funds. It is the Grantee's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

ATTACHMENT C-4

Year 3 Budget Sheet

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Total Direct Costs	\$
Indirect Costs	\$
Total	\$

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Agreement is ____% of (check one):

- salary and fringe benefits
- modified total direct costs
- other direct costs base

If other direct costs base, identify:

This rate is less than or equal to (check one):

- Predetermined Rate—an audited rate that is not subject to adjustment.
- Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Grantee and CPA. This rate is not subject to adjustment.
- Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs will be reimbursed in the amount of actual costs, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used (1) is applied to an entire trip and not to selected days of the trip, (2) results in charges consistent with those normally allowed in like circumstances in the Grantee’s non-state-funded activities and is in accordance with the Grantee’s written travel reimbursement policies, and (3) the costs do not exceed the maximum per diem and subsistence rates prescribed by the State of Texas Travel Guidelines published by the Comptroller. Notwithstanding any rates or amounts stated in the Project Budget, per diem and subsistence rates charged to the Agreement may not exceed the then-current rates prescribed by the State of Texas Travel Guidelines published by the Comptroller.

5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in Texas Grant Management Standards, Cost Principles. Construction costs are not reimbursable without prior, specific written authorization from CPA.

6. **Budget Control.**

- a. Cumulative transfers equal to or less than 10% of the Total Budget. Grantee may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Agreement Period do not exceed ten percent (10%) of the Total Budget amount. Grantee must timely submit a notice to CPA reflecting the revised budget, which notice may be tendered by email to the CPA email address set out in Part XVIII, Section A of the Agreement. This cumulative transfer cap resets if an amendment is signed by the parties reflecting changes to the budget.
- b. Cumulative transfers greater than 10% of the Total Budget require a written amendment to this Agreement **before** Grantee may incur costs associated with the budget changes.
- c. Grantee may not transfer amounts to budget categories containing zero dollars without CPA pre-approval in writing. CPA may tender any such written pre-approval by email to the Grantee’s email address set out in Part XVIII, Section B of the Agreement.

7. **Supporting Records.** Grantee shall submit records and documentation to CPA as appropriate for the review and approval of reimbursing costs. CPA may reject invoices without appropriate supporting documentation. CPA has the right to request additional documentation such as expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable Agreement period), percent of budget spent to date, and percentage of budget projected to be spent. Grantee shall maintain records subject to the terms of this Agreement.
8. **Indirect Costs.** Grantee's indirect costs will be reimbursed at the reimbursable rate entered above. If no reimbursable rate is shown above, indirect costs are not reimbursable under this Agreement. To the extent that the reimbursable rate is lower than Grantee's actual indirect costs, Grantee is contributing its unreimbursed indirect costs to the successful performance of this Agreement, and waives any right it may have to reimbursement of those costs. Grantee must fund all unreimbursed indirect costs from other funds. It is the Grantee's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

ATTACHMENT D



Comptroller
of Public
Accounts
FORM

70-223
(Rev.10-14/11)

**Texas Comptroller of Public Accounts
Confidential Treatment of Information Acknowledgement (CTIA)**

I have read and understand the Comptroller’s Summary Public Information Disclosure Manual, a copy of which has been made available to me. I understand that confidential information made available to me by the Comptroller’s office may include the Comptroller’s own information and information held by the Comptroller’s office from other entities. I understand that confidential information is to be held in strictest confidence, and I will act in accordance with applicable federal and state laws, regulations and Comptroller policy with regard to the safekeeping and disclosure of confidential information. I understand that I am not to use such information to the detriment of the Comptroller’s office or the State of Texas.

I understand that it is my responsibility to consult with the Comptroller’s office and obtain approval to disclose confidential information made available to me, and to ensure that any and all disclosures I make are made to people or entities authorized to receive such information.

I understand that I shall either return to the Comptroller’s office or destroy any confidential information in my possession according to Comptroller guidelines, when I no longer require such information for authorized purposes.

I understand that computer system password(s) I receive or devise to access computer systems, which may be made available to me for my use by the Comptroller’s office, are confidential. I will not disclose to any unauthorized person any password(s) which I am given or devise, and I will not write such password(s) or post them where they may be viewed by unauthorized people. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of my password(s). I understand that use of a password not issued specifically to me, or to a group of which I am a member, is expressly prohibited.

I understand that criminal and/or civil penalties and/or civil damages may apply if I obtain unauthorized access to, or make an unauthorized disclosure or inspection of, certain types of confidential information (e.g., IRS Federal Taxpayer Information, Protected Health Information, Sensitive Personal Information). Such penalties and/or damages may include, but are not limited to, the following:

- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$4,000 fine (Texas Labor Code §301.085);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (Texas Tax Code §171.361);
- a misdemeanor, punishable by up to 180 days in jail and/or up to a \$2,000 fine (Texas Tax Code §22.27(c));
- a felony, punishable by up to 5 years in prison and/or a fine of up to \$5,000 (26 USC. §7213);
- a misdemeanor, punishable by up to 1 year in jail and/or up to a \$1,000 fine (26 USC §7213A);
- civil damages equal to sum of the greater of \$1,000 for each unauthorized inspection/disclosure or sum of actual damages sustained plus punitive damages for gross negligence, and the cost of action (26 USC §7431); and
- civil and criminal penalties related to criminal justice information (28 CFR §20.25).

I understand that an attempt to circumvent any computer security system or other security control by any means is a violation of Comptroller policy. I also understand that failure to observe these restrictions may constitute a "Breach of Computer Security" as defined in Texas Penal Code, Section 33.02(b), and that such an offense constitutes a Class B misdemeanor, a state jail felony, or a felony of the first, second or third degree.

I understand that any copyrighted material including, but not limited to, commercial computer software, which may be made available to me for my use by the Comptroller’s office, is protected by copyright laws and is not to be copied for any reason without permission from the copyright owner. I understand that the violation of copyright laws, including computer software, may result in fines and/or imprisonment.

By my signature hereon, I acknowledge my understanding of the contents of this form and the continued applicability of these provisions after my access to confidential information and computer systems has been terminated.

Printed name of person requesting access	Name of employer	
Signature of person requesting access		Date
Work phone (Area code and number)	Work email address	

For general questions regarding this form, contact the Comptroller’s Information Security Office by calling 512-936-5671.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at 1-800-531-5441, ext. 6-6057.

ATTACHMENT E

NONDISCLOSURE AGREEMENT

In consideration of Texas Comptroller of Public Accounts (“CPA”) communicating with the undersigned Grantee regarding this Agreement and because of the sensitivity of certain information provided to Grantee, both parties agree that all information regarding CPA or gathered, produced, collected or derived from or related to the Agreement, or provided to Grantee under the Agreement (“Confidential Information”) must remain confidential subject to release only upon prior written approval of CPA, and more specifically agree as follows:

1. The Confidential Information may be used by Grantee only to assist Grantee in connection with the business relationship contemplated in the solicitation or performance of a contract with CPA resulting from the solicitation.
2. Grantee shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to CPA.
3. Unless otherwise provided in the solicitation or resulting contract, Grantee agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Grantee shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Grantee with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without CPA's prior written approval. Confidential Information and any copies thereof shall be CPA's exclusive property.
5. All Confidential Information made available to Grantee, including copies thereof, must be returned to CPA upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by CPA.
6. The foregoing does not prohibit or limit Grantee's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to CPA, (d) which is or becomes part of the public domain through no breach by Grantee of this nondisclosure agreement or other contractual obligations to CPA, or (e) approved by CPA in writing for unrestricted disclosure.
7. If Grantee is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Grantee shall provide CPA with prompt notice of any such requirement prior to delivery of the Confidential Information to allow CPA a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Grantee and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement.
9. The breach of this nondisclosure agreement by Grantee shall entitle CPA to immediately terminate any contract with Grantee resulting from the solicitation upon written notice to Grantee for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether CPA elects to terminate any contract with Grantee resulting from the solicitation upon the breach hereof, CPA may require Grantee to pay to CPA the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to CPA in the event of a breach hereof by Grantee of this nondisclosure agreement. CPA does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name (“Grantee”)

ATTACHMENT F

CONFLICT OF INTEREST/DISCLOSURE STATEMENT

- A. Disclosures. Provide the requested information in the space provided; indicate “N/A” as appropriate.
1. Grantee must disclose any proposed personnel who are current or recent former employees of CPA or the State of Texas.

2. Grantee must disclose the following:
 - a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Grantee’s and its proposed subcontractors’ and subgrantees’ submission of an Offer, possible selection as Successful Grantee, or its performance of the contract.

- b. all past and present contractual, business, financial or personal relationships between Grantee and CPA or any member of the Texas Opioid Abatement Fund Council (established by Texas Government Code, Section 403.503) and between Grantee’s proposed subcontractors or subgrantees, if any, and CPA or any member of the Texas Opioid Abatement Fund Council.

For each item, Grantee must also provide a detailed explanation of why Grantee does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Grantee’s application, possible selection for award, or its performance of the Agreement.

- B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- “past” is defined as within the two (2) calendar years prior to the deadline for submission of Grantee’s Application.
- “CPA” is defined as the statewide elected official who heads the agency as well as the agency’s employees or recent former employees.
- “recent former employees” are defined as those CPA employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of Grantee’s Application.
- “personal relationship” is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to the NOFA. For this purpose, “family relationship” means a relationship within the third degree of consanguinity or second degree of affinity; see Chapter 573 of the Texas Government Code, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
 - (a) a reasonable person could expect the connection to diminish Grantee’s independence of judgment or effectiveness in the performance of the Grantee’s responsibilities to CPA or the State under the Agreement;
 - (b) a reasonable person could expect the connection, within the overall context of Grantee’s submission of an Application, selection of Grantee or its performance of the Agreement, to create an issue for the agency’s consideration relative to a potential appearance of impropriety or conflict of interest; or
 - (c) the relationship is with a member of the Texas Opioid Abatement Fund Council or a CPA or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of “purchasing personnel” in Section 2262.004(a)(2) of the Texas Government Code.

- C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to Grantee’s submission of its Application or selection for Award, Grantee’s duty to disclose under these provisions continues under the term of the Agreement and does not end with receipt of grant award.

D. Disclosures under these provisions are information that will be evaluated by CPA; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If Grantee is in doubt about whether information should be disclosed, Grantee should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause award rescission or termination of the Agreement. CPA reserves the right, in its sole discretion, to determine if an issue should result in award rescission or termination of the Agreement.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name (“Grantee”)

Appendix C - Counties in Regional Healthcare Partnership (RHP) Regions

RHP Region 1	Anderson	Bowie	Camp	Cass	Cherokee	Delta	Fannin	Franklin	Freestone	Gregg
	Harrison	Henderson	Hopkins	Houston	Hunt	Lamar	Marion	Morris	Panola	Rains
	Red River	Rusk	Smith	Titus	Trinity	Upshur	Van Zandt	Wood		
RHP Region 2	Angelina	Brazoria	Galveston	Hardin	Jasper	Jefferson	Liberty	Nacogdoches	Newton	Orange
	Polk	Sabine	San Augustine	San Jacinto	Shelby	Tyler				
RHP Region 3	Austin	Calhoun	Chambers	Colorado	Fort Bend	Harris	Matagorda	Waller	Wharton	
RHP Region 4	Aransas	Bee	Brooks	DeWitt	Duval	Goliad	Gonzales	Jackson	Jim Wells	Karnes
	Kenedy	Kleberg	Lavaca	Live Oak	Nueces	Refugio	San Patricio	Victoria		
RHP Region 5	Cameron	Hidalgo	Starr	Willacy						
RHP Region 6	Atascosa	Bandera	Bexar	Comal	Dimmit	Edwards	Frio	Gillespie	Guadalupe	Kendall
	Kerr	Kinney	La Salle	McMullen	Medina	Real	Uvalde	Val Verde	Wilson	Zavala
RHP Region 7	Bastrop	Caldwell	Fayette	Hays	Lee	Travis				
RHP Region 8	Bell	Blanco	Burnet	Lampasas	Llano	Milam	Mills	San Saba	Williamson	
RHP Region 9	Dallas	Denton	Kaufman							
RHP Region 10	Ellis	Erath	Hood	Johnson	Navarro	Parker	Somervell	Tarrant	Wise	
RHP Region 11	Brown	Callahan	Comanche	Eastland	Fisher	Haskell	Jones	Knox	Mitchell	Nolan
	Palo Pinto	Shackelford	Stephens	Stonewall	Taylor					

RHP Region 12	Armstrong	Bailey	Borden	Briscoe	Carson	Castro	Childress	Cochran	Collingsworth	Cottle
	Crosby	Dallam	Dawson	Deaf Smith	Dickens	Donley	Floyd	Gaines	Garza	Gray
	Hale	Hall	Hansford	Hartley	Hemphill	Hockley	Hutchinson	Kent	King	Lamb
	Lipscomb	Lubbock	Lynn	Moore	Motley	Ochiltree	Oldham	Parmer	Potter	Randall
	Roberts	Scurry	Sherman	Swisher	Terry	Wheeler	Yoakum			
RHP Region 13	Coke	Coleman	Concho	Crockett	Irion	Kimble	Mason	McCulloch	Menard	Pecos
	Reagan	Runnels	Schleicher	Sterling	Sutton	Terrell	Tom Green			
RHP Region 14	Andrews	Brewster	Crane	Culberson	Ector	Glasscock	Howard	Jeff Davis	Loving	Martin
	Midland	Presidio	Reeves	Upton	Ward	Winkler				
RHP Region 15	El Paso	Hudspeth								
RHP Region 16	Bosque	Coryell	Falls	Hamilton	Hill	Limestone	McLennan			
RHP Region 17	Brazos	Burleson	Grimes	Leon	Madison	Montgomery	Robertson	Walker	Washington	
RHP Region 18	Collin	Grayson	Rockwall							
RHP Region 19	Archer	Baylor	Clay	Cooke	Foard	Hardeman	Jack	Montague	Throckmorton	Wichita
	Wilbarger	Young								
RHP Region 20	Jim Hogg	Maverick	Webb	Zapata						

Appendix D – Counties Eligible for Targeted Funding (based on population < 100K)

1. Anderson County, Texas
2. Andrews County, Texas
3. Angelina County, Texas
4. Aransas County, Texas
5. Archer County, Texas
6. Armstrong County, Texas
7. Atascosa County, Texas
8. Austin County, Texas
9. Bailey County, Texas
10. Bandera County, Texas
11. Bastrop County, Texas
12. Baylor County, Texas
13. Bee County, Texas
14. Blanco County, Texas
15. Borden County, Texas
16. Bosque County, Texas
17. Bowie County, Texas
18. Brewster County, Texas
19. Briscoe County, Texas
20. Brooks County, Texas
21. Brown County, Texas
22. Burleson County, Texas
23. Burnet County, Texas
24. Caldwell County, Texas
25. Calhoun County, Texas
26. Callahan County, Texas
27. Camp County, Texas
28. Carson County, Texas
29. Cass County, Texas
30. Castro County, Texas
31. Chambers County, Texas
32. Cherokee County, Texas
33. Childress County, Texas
34. Clay County, Texas
35. Cochran County, Texas
36. Coke County, Texas
37. Coleman County, Texas
38. Collingsworth County, Texas
39. Colorado County, Texas
40. Comanche County, Texas
41. Concho County, Texas
42. Cooke County, Texas
43. Coryell County, Texas
44. Cottle County, Texas
45. Crane County, Texas
46. Crockett County, Texas
47. Crosby County, Texas
48. Culberson County, Texas
49. Dallam County, Texas
50. Dawson County, Texas
51. Deaf Smith County, Texas
52. Delta County, Texas
53. DeWitt County, Texas
54. Dickens County, Texas
55. Dimmit County, Texas
56. Donley County, Texas
57. Duval County, Texas
58. Eastland County, Texas
59. Edwards County, Texas
60. Erath County, Texas
61. Falls County, Texas
62. Fannin County, Texas
63. Fayette County, Texas
64. Fisher County, Texas
65. Floyd County, Texas
66. Foard County, Texas
67. Franklin County, Texas
68. Freestone County, Texas
69. Frio County, Texas
70. Gaines County, Texas
71. Garza County, Texas
72. Gillespie County, Texas
73. Glasscock County, Texas
74. Goliad County, Texas
75. Gonzales County, Texas
76. Gray County, Texas
77. Grimes County, Texas
78. Hale County, Texas
79. Hall County, Texas
80. Hamilton County, Texas
81. Hansford County, Texas
82. Hardeman County, Texas

83. Hardin County, Texas
84. Harrison County, Texas
85. Hartley County, Texas
86. Haskell County, Texas
87. Hemphill County, Texas
88. Henderson County, Texas
89. Hill County, Texas
90. Hockley County, Texas
91. Hood County, Texas
92. Hopkins County, Texas
93. Houston County, Texas
94. Howard County, Texas
95. Hudspeth County, Texas
96. Hunt County, Texas
97. Hutchinson County, Texas
98. Irion County, Texas
99. Jack County, Texas
100. Jackson County, Texas
101. Jasper County, Texas
102. Jeff Davis County, Texas
103. Jim Hogg County, Texas
104. Jim Wells County, Texas
105. Jones County, Texas
106. Karnes County, Texas
107. Kendall County, Texas
108. Kenedy County, Texas
109. Kent County, Texas
110. Kerr County, Texas
111. Kimble County, Texas
112. King County, Texas
113. Kinney County, Texas
114. Kleberg County, Texas
115. Knox County, Texas
116. La Salle County, Texas
117. Lamar County, Texas
118. Lamb County, Texas
119. Lampasas County, Texas
120. Lavaca County, Texas
121. Lee County, Texas
122. Leon County, Texas
123. Liberty County, Texas
124. Limestone County, Texas
125. Lipscomb County, Texas
126. Live Oak County, Texas
127. Llano County, Texas
128. Loving County, Texas
129. Lynn County, Texas
130. Madison County, Texas
131. Marion County, Texas
132. Martin County, Texas
133. Mason County, Texas
134. Matagorda County, Texas
135. Maverick County, Texas
136. McCulloch County, Texas
137. McMullen County, Texas
138. Medina County, Texas
139. Menard County, Texas
140. Milam County, Texas
141. Mills County, Texas
142. Mitchell County, Texas
143. Montague County, Texas
144. Moore County, Texas
145. Morris County, Texas
146. Motley County, Texas
147. Nacogdoches County, Texas
148. Navarro County, Texas
149. Newton County, Texas
150. Nolan County, Texas
151. Ochiltree County, Texas
152. Oldham County, Texas
153. Orange County, Texas
154. Palo Pinto County, Texas
155. Panola County, Texas
156. Parmer County, Texas
157. Pecos County, Texas
158. Polk County, Texas
159. Presidio County, Texas
160. Rains County, Texas
161. Reagan County, Texas
162. Real County, Texas
163. Red River County, Texas
164. Reeves County, Texas
165. Refugio County, Texas
166. Roberts County, Texas
167. Robertson County, Texas
168. Runnels County, Texas
169. Rusk County, Texas
170. Sabine County, Texas

171. San Augustine County, Texas
172. San Jacinto County, Texas
173. San Patricio County, Texas
174. San Saba County, Texas
175. Schleicher County, Texas
176. Scurry County, Texas
177. Shackelford County, Texas
178. Shelby County, Texas
179. Sherman County, Texas
180. Somervell County, Texas
181. Starr County, Texas
182. Stephens County, Texas
183. Sterling County, Texas
184. Stonewall County, Texas
185. Sutton County, Texas
186. Swisher County, Texas
187. Terrell County, Texas
188. Terry County, Texas
189. Throckmorton County, Texas
190. Titus County, Texas
191. Trinity County, Texas
192. Tyler County, Texas
193. Upshur County, Texas
194. Upton County, Texas
195. Uvalde County, Texas
196. Val Verde County, Texas
197. Van Zandt County, Texas
198. Victoria County, Texas
199. Walker County, Texas
200. Waller County, Texas
201. Ward County, Texas
202. Washington County, Texas
203. Wharton County, Texas
204. Wheeler County, Texas
205. Wilbarger County, Texas
206. Willacy County, Texas
207. Wilson County, Texas
208. Winkler County, Texas
209. Wise County, Texas
210. Wood County, Texas
211. Yoakum County, Texas
212. Young County, Texas
213. Zapata County, Texas
214. Zavala County, Texas