

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHSC 539-16-0014-00001
AMENDMENT NO. 6**

The Health and Human Services Commission (“**HHSC**”) and City of Houston (“**Contractor**”), who are collectively referred to in this Amendment as the “**Parties**,” to that certain Older American Act (“**OAA**”) services contract effective October 1, 2015, and formally denominated DADS Contract No. 539-16-0014-00001 (the “**Contract**”), as amended, now want to further amend the Contract.

Whereas, the Parties want to exercise the option to extend the Contract in accordance with section 4 of the Contract, Contract Extensions.

Whereas, HHSC wants to add funds to pay for services provided by Contractor during the extension term;

Whereas, the Parties want to expand the target population program to include Older Native Americans in accordance with the OAA sections 306(a)(6)(G) and 306(a)(11), relating to Area Plans;

Whereas, the Parties want to revise certain legal citations because of changes to applicable laws, rules and regulations;

Whereas, the Parties want to clarify certain program requirements.

The Parties therefore amend the Contract as follows:

1. Amendment to Section 2

Section 2 of the Contract, Authority to Contract, is hereby amended and restated in its entirety to read as follows:

The authority on which this Contract is based derives from the OAA, as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 45 Code of Federal Regulations (“**CFR**”) Part 75 to conform to (i) federal OAA and State Health Assistance program (“**SHIP**”) notice of award terms and conditions; and (ii) Title 2 CFR Part 300, et seq.; the Uniform Grant Management Standards (“**UGMS**”), as adopted on June 2004 with a Revised Single Audit Threshold to \$750,000 as of March 7, 2016 (for fiscal years beginning on or after December 26, 2014) per guidance from the Texas Comptroller of Public Accounts; 45 CFR Part 75. and all applicable HHSC, Area Agencies on Aging (“**AAA**”) rules as published in Title 40 Tex. Admin. Code (“**TAC**”) Chapters 81,

83, and 85, Long-Term Care Ombudsman Program rules as published in Title 26 TAC, Chapter 88, and all state and local laws as they pertain to this Contract and its attachments.

2. **Amendment to Section 3**

Section 3 of the Contract, Contract Term, is hereby amended by adding the following:

The Contract is extended for a new, one-year term (the “**First Extension Term**”). The First Extension Term shall be effective on October 1, 2019, and shall end on September 30, 2020, unless terminated earlier or extended as provided in the Contract.

3. **Amendment to Section 4**

Section 4 of the Contract, Contract Extensions, is hereby amended to read as follows:

Prior to the end of the First Extension Term, the Parties may extend the Contract for a three-year term. The extension must be in writing and subject to all terms and conditions of this Contract.

4. **Amendment to Section 7**

Section 7 of the Contract, Targeting, is hereby amended and restated to read in its entirety as follows:

Contractor shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026 and OAA Sections 306(a)(G) and (a)(11), and as addressed in the approved area plan, assure it will use outreach efforts to identify individuals eligible for assistance under this Contract, with special emphasis on: (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals, (7) older individuals at risk for institutional placement, and (8) older individuals who are Native Americans located within the AAA's planning and service area.

5. **Amendment to Section 9**

Section 9 of the Contract, Funding Obligations, is hereby amended and restated to read in its entirety as follows:

Contractor acknowledges HHSC's obligation for payment, in consideration of full and satisfactory performance of activities described in this Contract is limited to monies received from the Administration on Aging ("A~~o~~A"), the State of Texas and any other funding source.

HHSC shall not be liable for Contractor for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this Contract, including but not limited to, terms governing Contractor's promised performance and unit rates and or reimbursement capitations specified.

HHSC shall not be liable to Contractor for any expenditures, which are not allowable costs under 2 CFR, Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHSC.

HHSC shall not be liable to Contractor for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHSC's rules. Federal and State Laws, or this Contract.

Contractor agrees to the de-obligation statement as outlined in section 7 of the FY 20192020 State Health Insurance Assistance Program ("SHIP") Basic Grant Plan.

De-obligation of awards may occur based on year-to-date expenses at nine months; 75% of the projected expenses identified in the Budget Expenditures timeline must have been incurred and reported on the Quarterly Performance Report

If the required amount of expenses has not been incurred at the point identified in this section 9, the amount of unexpended funds may be de-obligated and made available to AAAs having met their expenditure projections.

6. **Amendment to Section 10**

Section 10 of the Contract, Compensation, is hereby amended by adding the following as the last paragraph:

The not-to-exceed amount for Contractor's authorized expenditures during the First Renewal Term is \$13,183,500.00. All expenses must be in accordance with contract requirements and the approved budget.

7. Amendment to Section 14

Section 14 of the Contract, Program Income, is hereby amended and restated to read in its entirety as follows:

Program income shall be earned and expended in accordance with 40 TAC §85.202(j), UGMS Subpart C __.25, 45 CFR Part 75, including, without limitation, 45 CFR §75.307; 45 CFR 1321.73 and all applicable HHSC rules. Contractor shall use all program income and participant contributions collected under the approved area plan to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHSC rules.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by Contractor in conformance with HHSC rules and regulations.

Program income collected by service providers shall be handled in accordance with the HHSC rules and regulations.

Program income collected by service providers shall consist only of those funds specifically provided by, or on behalf of: a program participant and directly attributable to the service provided.

8. Amendment to Section 15

Section 15 of the Contract, Contribution Policy, is hereby amended and restated to read in its entirety as follows:

Contractor shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. Contractor shall safeguard and account for such contributions and use such contributions to expand services.

9. Amendment to Section 26

Section 26 of the Contract, Debarment and Suspension (Attachment C), is hereby amended and restated to read in its entirety as follows:

As required by Federal Executive Orders 12549 and 12689, regarding debarment and suspension and implemented at 2 CFR Parts 180 and 376 and 45 CFR §75.213, for prospective participants in Federal assistance programs:

- (1) Contractor certifies Attachment C to the best of Contractor's knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with, and its principals.

(2) Contractor also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or Contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

10. **Amendment to Section 27**

Section 27 of the Contract, Liability to Third-Parties, is hereby amended and restated to read in its entirety as follows:

HHSC does not assume any liability to third persons, nor will HHSC reimburse Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

Contractor shall give HHSC or its representative immediate notice of any suit or action filed or prompt notice of any action of any claim made against Contractor, including representatives of the State Long-Term Care Ombudsman, arising out of the performance of this contract. HHSC provides legal advice and representation to all representatives of the Long-Term Care Ombudsman Program in connection with the representative's performance of the official duties of the Long-Term Care Ombudsman Program. *See* Section §101A.256 Human Resources Code. For this section, "representative" is defined under 26 TAC §88.2(28).

Contractor shall immediately provide to HHSC copies of all pertinent papers received by Contractor in connection with any such suit, action or claim. HHSC shall have the option to intervene in such actions to represent HHSC's interest.

11. **Amendment to Section 29**

Section 29 (B) of the Contract, Governance relating to Committee Structure, is hereby amended and restated to read in its entirety as follows:

Committee Structure

The board shall establish an advisory council and describe its functions in bylaws to carry out the responsibilities stated in the OAA, as amended, and 45 CFR 1321.57.

12. **Amendment to Section 33**

Section 33 of the Contract, Sectarian Involvement, is hereby amended and restated to read in its entirety as follows:

Contractor shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious, activity, worship, or instruction. This clause shall be interpreted in respect of 45 CFR §75.218 and Part. 87.

13. Amendment to Section 35

Section 35 of the Contract, Independent Contractor, is hereby amended and restated to read in its entirety as follows:

In performance of obligations under this Contract, Contractor shall act as an Independent Contractor and not as an agent, representative or employee of HHSC. No employee, agent, or representative of Contractor shall be considered an employee of HHSC nor be eligible for any benefits, rights or privileges afforded to HHSC employees.

Pursuant to Human Resources Code §101A.256, the State Long-Term Care Ombudsman's representatives, including volunteers, shall be entitled adequate legal advice and representation in performance of their respective official duties. Both parties agree that HHSC shall not be liable for any costs incurred by Contractor except to the extent provided in this contract. When 45 CFR Part 75, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from HHSC is obtained prior to the expenditure.

14. Amendment to Attachment B, Section 12 of the Contract-Assurances and Certifications

Section 12 of Attachment B to the Contract, Contract Assurances and Certifications-Outreach- is hereby amended and restated to read in its entirety as follows:

Contractor shall ensure that outreach efforts identify individuals for assistance and inform them of available services under the OAA, with special emphasis on (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological

and organic brain dysfunction and the caretakers of such individuals, (7) older individuals at risk for institutional placement, and (8) older individuals who are Native Americans within the AAA's planning and service area.

15. All Contract references to the Department of Aging and Disability Services (“**Department**”) are hereby changed to the Health and Human Services Commission (“**HHSC**”).

16. All Contract references to Title 2 CFR Part 200 are hereby replaced with 45 CFR Part 75.

17. This Amendment shall be effective on the date of the last signature below.

17.1 All authorized services provided by Contractor in accordance with the terms and conditions of the Contract from October 1, 2019 through the amendment effective date, are hereby ratified;

17.2 All payments made, or to be made, by HHSC to Contractor for authorized services provided by Contractor from October 1, 2019 through the amendment effective date, are hereby reaffirmed.

17.3 The Parties hereby agree that all rights and responsibilities of the respective Parties under the Contract shall include the period October 1, 2019 through the amendment effective date.

18. Except as amended and modified by this Amendment, all terms and conditions of this Contract, as amended, shall remain in full force and effect.

19. Any further revisions of the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 6
CONTRACT NO. HHS 539-16-0014-00001**

**HEALTH AND HUMAN SERVICES
COMMISSION**

DocuSigned by:
By: Ruth Johnson
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Ruth Johnson

Chief Operating Officer

Date of Signature: January 13, 2020

CITY OF HOUSTON

DocuSigned by:
By: Stephen L. Williams
6A33FA8CC330452...

Stephen L. Williams

Title: Director

Date of Signature: January 9, 2020