

HEALTH AND HUMAN SERVICES COMMISSION
HHSC CONTRACT NO. HHS000874100005
AMENDMENT NO. 2

The Health and Human Services Commission (“HHSC” or “System Agency”) and Capital Area Council of Governments (“Grantee” or “Contractor”), each a “Party” and collectively the “Parties” to HHSC Contract No. HHS000874100005 effective October 1, 2020 (the “Contract”), now want to amend the Contract further.

Whereas, HHSC wants to amend the Contract by increasing the funds available for services delivered during federal fiscal year (“FFY”) 2021; and

Whereas, the Parties want to modify the Contract to incorporate the Indirect Cost Rate (“ICR”) Letter; and

Whereas, the Parties want to clarify the modifications that were made to HHSC’s Uniform Terms and Conditions.

The Parties agree as follows:

1. Article IV of the Contract Signature Document (relating to Funding), Section (A) is hereby amended by increasing federal funding for services delivered during FFY 2021. The funds allocated to Grantee for **FFY 2021 is not to exceed \$15,692,376.00**; and the **Total Contract Amount is not to exceed \$27,795,307.00**. Funds must be used for services as designated in the Notice of Funding Available (NFA) and are subject to the applicable match requirements.
2. Article IV of the Contract Signature Document, Section (B) is hereby deleted in its entirety and replaced with the following:

B. INDIRECT COST RATE

HHSC’s effective Indirect Cost Rate (“ICR”) Letter is appended to this Amendment and identified as Attachment K–Indirect Cost Rate Letter (March 26, 2021). If there has been any change in the ICR, billing for services will be adjusted according to the ICR(s) and effective date(s) shown in Attachment K.

3. Attachment D–Modifications to HHS Uniform Terms and Conditions (Grant) [Governmental Entity] is hereby deleted in its entirety and replaced with Attachment D–Modifications to HHS Uniform Terms and Conditions – Grant [Governmental Entity] (Revised March 2021).
4. This Amendment shall be effective on the date of the last signature below.
5. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
6. Any further revision to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOR AMENDMENT NO. 2

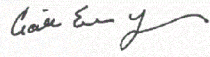
HHSC CONTRACT NO. HHS000874100005

HEALTH AND HUMAN SERVICES COMMISSION

CAPITAL AREA COUNCIL OF GOVERNMENTS

By:

DocuSigned by:



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Signature of Authorized Representative

Cecile Young

Executive Commissioner

August 13, 2021

Date

By:

DocuSigned by:



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Signature of Authorized Representative

Betty Voights

Executive Director

August 13, 2021

Date

THE FOLLOWING DOCUMENT IS ATTACHED TO THIS AMENDMENT, AND ITS TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

**ATTACHMENT D.....Modifications to HHS Uniform Terms and
Conditions – Grant [Governmental Entity]
(Revised March 2021)
ATTACHMENT KIndirect Cost Rate Letter (March 26, 2021)**

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ATTACHMENTS FOLLOWS

**ATTACHMENT D
MODIFICATIONS TO HHS UNIFORM TERMS
AND CONDITIONS – GRANT [GOVERNMENTAL ENTITY]
(Revised March 2021)**

HHSC Contract No. HHS000874100005

1. Article III, Section 3.4 (relating to “Recapture of Funds”) is hereby deleted in its entirety and replaced with Texas Administrative Code (TAC), Title 26, Section 213.153 (relating to “AAA Fiscal Responsibilities”).
2. Article VII (relating to “Records, Audit, and Disclosure”) remains in effect for this Contract. However, with respect to the disclosure of Ombudsman Program records, the following apply:
 - a the Older Americans Act, Sections 711 and 712 (United States Code, Title 42, Sections 3058f and 3058g);
 - b Code of Federal Regulations (CFR), Title 45, Parts 1321 and 1324;
 - c Texas Human Resources Code, Title 6, Chapter 101A, Subchapter F; and
 - d TAC, Title 26, Chapter 88.“Ombudsman Program records” is defined in TAC, Title 26, Section 88.2.
3. Article VIII (relating to “Contract Management and Early Termination”) is hereby deleted in its entirety and replaced with TAC, Title 40, Chapter 81 (relating to “Operation of the Area Agencies on Aging”).
4. Article IX, Section 9.2 (relating to “Insurance”) is hereby deleted in its entirety and replaced with TAC, Title 26, Sections 213.151(o) and 213.217(h) (relating to “AAA Administrative Responsibilities” and “Senior Centers” respectively).
5. Article IX, Section 9.5 (relating to “Indemnity”) is hereby deleted.
6. Article IX, Section 9.9 (relating to “Dispute Resolution”) is hereby deleted in its entirety and replaced with TAC, Title 40, Section 81.15 (relating to “Appeal Procedures for Area Agency on Aging Contractors”).
7. Article IX, Section 9.15 (relating to “Publicity”) is hereby deleted.

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STATE AND LOCAL GOVERNMENTS RATE AGREEMENT

EIN: 74-6001164

DATE:12/12/2019

ORGANIZATION:

FILING REF.: The preceding
agreement was dated
12/11/2019City of Houston - Department of Health &
Human ServicesBob Lanier Bldg., 611 Walker St, 10th
Floor

Houston, TX 77002

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)
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EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%) LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	07/01/2019	06/30/2020	17.90 On Site	All Programs
PROV.	07/01/2020	06/30/2023		Use same rates and conditions as those cited for fiscal year ending June 30, 2020.

*BASE

Direct salaries and wages including all fringe benefits.

ORGANIZATION: City of Houston - Department of Health & Human Services

AGREEMENT DATE: 12/12/2019

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment Definition -

Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year(s) and an acquisition cost of \$5,000 or more per unit.

Fringe Benefits -

FICA

Disability Insurance (Long Term)

Worker's Compensation

Unemployment Insurance (Federal & State)

Health Insurance

Basic Life Insurance

This Rate Agreement is issued in accordance with the Customer Service Agreement (CSA) between DHHS/CAS and U.S. Department of Housing and Urban Development (HUD).

The next proposal based on actual costs for the fiscal year ending 6/30/19 is due in HUD office by 12/31/19.

ORGANIZATION: City of Houston - Department of Health & Human Services

AGREEMENT DATE: 12/12/2019

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

City of Houston - Department of Health & Human Services

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes

-S

(SIGNATURE)

for Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

12/12/2019

(DATE) 2195

HHS REPRESENTATIVE:

Katherine Tang

Telephone:

(214) 767-3261