

Health and Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms Net 30	Freight Terms Prepaid & Allow	Ship Via BEST WAY	Purchase Order HHSTX-4-0000339516
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date 02/27/24
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Revision 1 - 2/27/2024
			Page 1
			Ship To: 0165 - Austin:14000 Summit Dr DEPT FAMILY AND PROTECTIVE SERVICES 14000 Summit Dr Ste 100 Austin TX 78728 United States

Vendor: 1463325861 2
MOBILE COMMUNICATIONS AMERICA INC
PO BOX 1458
CHARLOTTE NC 282011458
United States

Bill To: Invoice-HHSC 07:Headquarters,Q
HEALTH & HUMAN SERVICES COMMISSION
4616 W Howard Ln
Ste 1-120
Austin TX 78728
United States

Fax: 512/832-7756
Email: HHSCReg07_AP_Purchases@hhsc.state.tx.us

Exempt Reason: N/A

Purchaser: Younke,Charlotte

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
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FY24 funding
IT/I
Requisition 0000254305
PO Service Dates 02/27/2024 to 08/31/2024
Quote: # 26913-1-0

This purchase order is contingent upon the continued availability of lawful appropriations by the Texas Legislature and may be canceled at any time in whole or part without penalty. HHS or the agency does not commit to ordering specific quantities of goods/services or dollar amounts with respect to this purchase order. The agency shall be obligated to pay for only those goods and/or services ordered and received by the agency. Any funds not utilized by 08/31/2024 are automatically canceled.

Purchase order issued in accordance with Texas Government Code §2157.068, and DIR-CPO-4494.

Vendor: Mobile Communications America Inc
TIN: 1463325861

Vendor contact:
Russel Hays
512-892-8801
russhays@callmc.com

Agency contact:
Darwin Cummins
512-461-6993
darwin.cummins@hhs.texas.gov

William Byron
512-832-7732
william.byron@hhs.texas.gov

Andre Rubin
214-284-6660
andre.rubin@hhs.texas.gov

PCS contact:
Charlotte Younke
512-776-2620
charlotte.younke@hhs.texas.gov

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Exempt Reason: N/A

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- (a) To receive payment, a contractor must submit an invoice to the state agency receiving the goods or services. The invoice should include, but is not limited to including:
- (1) the contractor's mailing and e-mail (if applicable) address;
 - (2) the contractor's telephone number;
 - (3) the name and telephone number of a person designated by the contractor to answer questions regarding the invoice;
 - (4) the state agency's name, agency number, and delivery address;
 - (5) the state agency's purchase order number, if applicable;
 - (6) the contract number or other reference number, if applicable;
 - (7) a valid Texas identification number (TIN) issued by the comptroller;
 - (8) a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
 - (9) unit numbers corresponding to the amount of the invoice;
 - (10) if submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor;
 - (11) other relevant information supporting and explaining the payment requested.

1-1	R07 DIR- Project Install Kit	680-87	1.00	EA	379.94000	\$379.94	02/27/2024
Schedule Total						\$379.94	
Item Total for Line 1						\$379.94	
2-1	R07 CU Patch Crd Cat 6 SD 3ft YL	680-87	4.0000	EA	13.64000	\$54.56	02/27/2024
Schedule Total						\$54.56	
Item Total for Line 2						\$54.56	
3-1	R07 SINGLE VRx IP CAMERA LICENSE	680-87	1.00	EA	124.53000	\$124.53	02/27/2024
Schedule Total						\$124.53	
Item Total for Line 3						\$124.53	
4-1	23-4P UNS SOL CMP C6 Ylw Jkt	680-87	1.00	EA	397.64000	\$397.64	02/27/2024

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Exempt Reason: N/A

Purchaser: Younke,Charlotte

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
Schedule Total							\$397.64
Item Total for Line 4							\$397.64
5-1	R07 WISENET 7 X-PLUS SERIESNETWORK IR VANDAL OUTDOORCA	680-87	4.00	EA	934.46000	\$3,737.84	02/27/2024
Schedule Total							\$3,737.84
Item Total for Line 5							\$3,737.84
6-1	R07 Labor and installation	680-87	1.00	EA	3417.32000	\$3,417.32	02/27/2024
Schedule Total							\$3,417.32
Item Total for Line 6							\$3,417.32
Total PO Amount							\$8,111.83

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Over shipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

Performance under this purchase order is acceptance of the attached affirmations and terms and conditions.

Authorized By

Brian Kozlowsky, CTCD

02/28/2024

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES VENDOR UNIFORM TERMS AND CONDITIONS

SECTION I FUNDING AVAILABILITY AND FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Contractor according to the Prompt Payment Act, Texas Government Code Chapter 2251.

C. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the TexTravel are higher.

D. NO DEBT AGAINST THE STATE.

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

E. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Contractor's debt or delinquency, regardless of when it arises.

F. RECAPTURE OF FUNDS.

Contractor agrees that:

1. DFPS will withhold all or part of any payments to Contractor to offset overpayments made to Contractor. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and

3. It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Contractor under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

G. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Contractor's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

H. INSURANCE.

1. Unless otherwise specified in this Contract, its Supplemental and Special Conditions, or the solicitation that this Contract resulted from, the Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure this Contract's proper fulfillment and cover any potential liabilities with financially sound and reputable insurers licensed by the Texas Department of Insurance, and in the type and amount customarily carried within the industry or as determined by DFPS.
2. Contractor will provide evidence of insurance upon request by DFPS.
3. If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Contractor will secure such additional coverage as required by DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

SECTION II RECORDS – ACCESS, AUDIT AND RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Contractor will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. As applicable to the Contract, Residential Child Care providers will keep and maintain accurate and complete records that follow Generally Accepted Accounting Principles (GAAP) that are applicable to their particular type of organization.
3. Contractor will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the federal government, and their authorized representatives.
4. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.

5. THE CONTRACTOR WILL NOT DISPOSE OF RECORDS BEFORE

PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.

B. SAO AUDIT.

1. Contractor understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Contractor agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors related to this Contract and the requirement to cooperate is included in any Subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Contractor will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Contractor or its Subcontractor's sole expense.
3. Whether Contractor's action corrects the noncompliance will be solely the decision of DFPS.
4. Contractor must provide, at DFPS's request, a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Contractor agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
 - a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 and 45 CFR 205.50;
 - c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);

- d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal history record information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. Contractor will notify DFPS immediately, but not later than 24 hours, after Contractor discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Contractor will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
 3. Contractor will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.
 4. In the event the Contractor receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

E. PUBLIC INFORMATION ACT.

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
2. In accordance with Texas Government Code §2252.907, the Contractor is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III OWNERSHIP AND INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Contractor under this Contract.

B. INTELLECTUAL PROPERTY.

- 1.** To the extent any services, deliverables or work performed by Contractor results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
- 2.** To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Contractor hereby irrevocably assigns all rights, title, and interest therein to DFPS.
- 3.** Contractor must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Contractor authorized under this Contract.

SECTION IV NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Contractor will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Contractor becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Contractor will notify their assigned DFPS Contract Manager within 10 days of any change to the Contractor's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Contractor's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Contractor when it receives a complaint about the Contractor and advise the Contractor whether DFPS will conduct an investigation or will coordinate with the Contractor for an investigation. When DFPS requires the Contractor to conduct any part of the complaint investigation, Contractor must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

In addition to any other reporting requirement, Contractor will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at 1-800-252-5400 or online at <https://www.txabusehotline.org/Login/Default.aspx>.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the Contractor, DFPS or their employees become aware of either Contractor's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

**SECTION V
AMENDMENT**

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

1. Correct an obvious clerical error;
2. Modify a Contract Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules, or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Contractor's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
7. Change either Party's Contract Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type, as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Contractor fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Contractor will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Contractor. These costs include but are not limited to the costs of procuring a substitute Contractor and the cost of any claim or litigation that is reasonably attributable to Contractor's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

SECTION VII GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects otherwise. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

1. CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
 - a. CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY

- NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
- b.** ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY THE CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - c.** EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR
 - d.** WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.
 3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services or having direct client contact or access to client records, the Contractor will submit information necessary for DFPS to conduct background checks on its employees, subcontractors, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, subcontractor, or volunteer can provide direct services, have direct contact, or access client records, the Contractor must receive notice from DFPS that the background check has been approved.
2. If while providing direct services or having direct client contact or access to client records, the Contractor becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor, or volunteer, then the Contractor will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subcontractor, or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Contractor will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect.

This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Contractor agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

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

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

The Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract.

Contractor's Notice of Claim of Breach of Contract is delivered to their assigned

DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel Physical Address

4900 N. Lamar Blvd.
Austin, TX 78751
Mailing Address
P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

K. HISTORICALLY UNDERUTILIZED BUSINESS (HUB).

Contractor will provide pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Contract.

L. CIVIL RIGHTS.

- 1.** Contractor agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- 2.** Contractor agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
- 3.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Contractors to provide alternative methods for ensuring access to services for applicants and recipients who

cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.

4. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <https://www.hhs.texas.gov/about/your-rights/civil-rights-office/civil-rights-posters>.
5. Contractor agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of these rights.
6. Upon request, Contractor will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
7. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to the following.

HHSC Civil Rights Office
North Austin Complex
4601 W. Guadalupe Street, Mail Code W206
Austin, TX 78751

Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

M. PERMIT AND LICENSE.

Contractor will be responsible at its expense for obtaining all permits and licenses required by city, county, state, or federal rules, regulations, or laws necessary or required for the Contractor to provide services or goods under this Contract.

N. WARRANTY.

Contractor warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed

the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

O. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subcontractors) the Contractor assigns to perform services, deliverables, and work pursuant to the Contract.

P. REPORT OF WASTE, FRAUD, OR ABUSE.

Contractors who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at:

<https://sao.fraud.texas.gov/ReportFraud/>.

Q. STANDARDS OF SERVICE DELIVERY.

1. Contractor will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each DFPS Child or Client in order to present information in a way that meets their individual needs.
2. Contractor will provide services in the language that will best meet the Child or Client's needs either directly by Contractor or by a DFPS approved translator.

R. PUBLICITY.

1. Unless prior written authorization is given by DFPS, Contractor must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
2. Contractor will publish, at its sole expense, results of Contractor performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Contractor will acknowledge the support received in all format types (written, visual and audio) from DFPS and the Federal Agency as applicable.

S. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

1. Contractor will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
2. Contractor will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Contractor's goods or services.

T. SUBCONTRACTING.

As applicable under the Contract, Contractor will comply with the following:

1. Contractor will be responsible to DFPS for all Subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor.
2. No Subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided.
3. Contractor cannot subcontract case management services without prior written DFPS permission.
4. Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed Subcontractors.
5. Subcontracting will be solely at Contractor's expense.
6. DFPS retains the right to check Subcontractors' background and approve or reject the use of submitted Subcontractors.
7. Contractor will be the sole contact for DFPS, and Contractor will list a designated point of contact for all DFPS inquiries.
8. Contractor will include a term in all subcontracts that incorporates this Contract by reference and binds Subcontractors to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Contractor's use of any Subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor.
9. Payments to Subcontractors will be made pursuant to the Prompt Payment Act, Texas Government Code Chapter 2251.

U. VENDOR PERFORMANCE TRACKING SYSTEM REPORTING.

If applicable to this Contract, under Texas Government Code §§2155.089 and 2262.055, DFPS is required to report vendor performance to the Texas Comptroller through the Vendor Performance Tracking System (VPTS) during and at completion of this Contract. DFPS may use this information in the future when making contract awards.

V. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Contractor must comply with DFPS's Data and System Security Requirements at:

http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

W. REMOVAL OF ACCESS.

Contractor will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to

such applications needs to be terminated for any employee, subcontractor, or volunteer whose employment, Subcontract, or volunteer term with Contractor has ended for any reason.

X. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Contractor will provide copies of its most recent business continuity and disaster recovery plans.

Y. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the Contractor must comply with DFPS's Uniform Accessibility Requirements at:

http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

SECTION VIII CERTIFICATIONS AND AFFIRMATIONS

As applicable to this Contract, Contractor certifies and affirms by entering into this Contract that these certifications and affirmations apply to Contractor, and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

- A. Dealing with Public Servants.** Contractor has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B. Prior Disaster Relief Contract Violation.** Under Texas Government Code §§2155.004 (regarding the prohibition of certain financial participation by persons) and 2155.006 and 2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated, and payment withheld if this certification is found to be inaccurate.
- C. Child Support Affirmation Obligation.** Under Texas Family Code §231.006 (relating to delinquent child support), Contractor acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated, and payment will be withheld if this certification is found to be inaccurate.
- D. Suspension and Debarment.** Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension, and any relevant regulations promulgated by the department or agency funding this project. Contractor agrees that this provision will be included in its entirety in Contractor's

Subcontracts if payment in whole or in part is from federal funds. Furthermore, Contractor acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

- E. Excluded Parties.** Contractor is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at <https://sam.gov/search/?index>. This Contract will be terminated, and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Contractor's subcontracts.
- F. Executive Head of a State Agency Affirmation.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Contractor acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G. Franchise Tax Status.** Contractor acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H. Lobbying Prohibition.** Payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§556.005, 556.0055, or 556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I. Buy Texas Affirmation.** If this Contract is for services, the Contractor will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this Section is not applicable to Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.
- J. Antitrust Affirmation.** Contractor has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K. Entities that Boycott Israel.** If the Contractor is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Contractor is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- L. Human Trafficking Prohibition.** Under Texas Government Code §2155.0061, Contractor certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Contractor was convicted of any offense related to the direct support or promotion of human trafficking.
- M. Foreign Terrorists Organizations.** Under Texas Government Code §2252.152, the Contractor warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N. Contracting Information Responsibilities.** The requirements of Texas

Government Code 552, Subchapter J may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of this Subchapter.

- O. COVID-19 Vaccine Documentation.** Contractor represents and warrants that it is in compliance with Section §161.0085(c) of the Texas Health and Safety Code) and is eligible pursuant to this Section to receive a grant or enter into a contract with DFPS payable with state funds.
- P. Firearm and Ammunition Industries Discrimination Prohibition.** For contracts entered into on or after September 1, 2021, if the Contractor is a Company under Texas Government Code §2274.002, at the time of executing this Contract, the Contractor certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- Q. Abortion Provider and Affiliate Transactions Prohibited.** Contractor certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.002 made by DFPS to the Contractor and Contractor's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.