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SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000541100002
UNDER THE
AGING AND DISABILITY RESOURCE CENTER (ADRC) SERVICES GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission ("System Agency"), a pass-through entity, and Deep East Texas Council of Governments ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the development and implementation of an Aging and Disability Resource Center, as described in this contract and including all contract attachments (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Section 10202 of the Patient Protection and Affordable Care Act (Pub. L. 111-148, also known as The Affordable Care Act), which authorizes incentives to states to increase access to non-institutionally based long-term services and supports (LTSS). This solicitation and resulting contracts are also governed by federal, state, and local laws, including, but not limited to, the following:
A. Title 45 Code of Federal Regulations (CFR), Part 75;
B. Title 45 CFR, Part 1321;
C. Title 45 CFR, Part 91;
D. The Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, June 2004; see procurement library.
E. Applicable HHSC rules as published in Title 40 Part 1, Texas Administrative Code (TAC);
F. Federal Grant and Cooperative Agreement Act of 1977, now 31 U.S.C. §§ 6301-6308

III. DURATION

The Contract is effective on September 1, 2019, and terminates on August 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond three years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The total amount of this Contract will not exceed $307,328.00. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

Indirect Cost Rate: If indirect costs were requested by the Grantee and approved by HHSC, the following provisions apply:

The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET** and either the ICR Acknowledgement Letter, ICR Acknowledgement

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Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT O, INDIRECT COST RATE LETTER**.

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

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised **ATTACHMENT O** and amended **ATTACHMENT B**.

V. REPORTING REQUIREMENTS

A. ADRC Quarterly Performance and Fiscal Reports

On a quarterly basis, the Grantee will submit to HHSC the ADRC Quarterly Performance and Fiscal Report to cover the periods shown below using the template provided by HHSC. The reports will be due on the 20th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	September 1 through November 30	December 20th
2	December 1 through February 28/29	March 20th
3	March 1 through May 31	June 20th
4	June 1 through August 31	September 20th

B. Quarterly Money Follows the Person (MFP) Local Contact Agency Report

On a quarterly basis, the Grantee will submit to HHSC the Quarterly MFP Local Contact Agency Report to cover the periods shown below. The reports will be due on the 15th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	January 1 through March 31	April 15th
2	April 1 through June 30	July 15th
3	July 1 through September 30	October 15th
4	October 1 through December 31	January 15th

C. Quarterly MFP Housing Navigation Report

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On a quarterly basis, the Grantee will submit to HHSC the Quarterly MFP Housing Navigation Report to cover the periods shown below. The reports will be due on the 15th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	January 1 through March 31	April 15th
2	April 1 through June 30	July 15th
3	July 1 through September 30	October 15th
4	October 1 through December 31	January 15th

D. Mid-Year and Year-End MIPPA Reports

On a semi-annual basis, the Grantee will submit to HHSC the Mid-Year and Year-End MIPPA Reports to cover the periods shown below. The reports will be due on the 15th day of the month following the period for which the report is due.

Period	Months Included in Period	Report Due Date
Mid-Year	October 1 through March 31	April 15th
Year End	April 1 through September 30	October 15th

E. Other Required Data

The Grantee shall track other data and reporting elements to be determined by HHSC and will report on progress and services related to additional initiatives or federal grant deliverables introduced during the contract period.

VI. Contract Representatives

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission
909 W 45th Street MC: 2098
Austin, TX 78751
Attention: Laura Johnson

Grantee
Deep East Texas Council of Governments
210 Premier Drive
Jasper, Texas 75951
Attention: Lonnie Hunt

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
Deep East Texas Council of Governments
210 Premier Drive
Jasper, Texas 75951
Attention: Lonnie Hunt

VIII. NOTICE REQUIREMENTS

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

- include the Contract number;
- be sent to the person(s) identified in Section VI of the Contract; and,
- comply with all terms and conditions of the Contract.

B. In addition, Grantees must follow a formal communication process with HHSC for receipt and response to requests for information, work products, deliverables, updates, and other required correspondence related to performance of contract requirements. HHSC will issue State Action Requests (SARs) or Vendor Action Requests (VARs) Responses. The successful respondent's response should describe how the respondent will follow and manage formal communication with HHSC.

In addition to the requirements stated above, the successful respondent must:

- Submit a complete and accurate responses to any SAR or VAR Response memos no later than ten (10) calendar days after the respondent's receipt of the request unless a specific date is specified in the request.
- Submit a written request for extension of a SAR deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after the respondent receives the SAR.
- Submit a written request for extension of a High Priority deadline that specifies the estimated date of completion and reasons for extension no later than three (3) hours after the respondent receives the SAR or VAR Response.
- Submit ad hoc reports and respond to Legislative inquiries and other high priority requests within three (3) business days from the time of the request or by the date specified by HHSC, for data or reports that already exist and are produced.

All correspondence must be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

IX. Additional Grant Information

A. Grantee Data Universal Numbering System (DUNS) Number: 039827118

B. Federal Award Identification Number (FAIN) (list all that apply):

- FAIN 1LICMS300151
  - Catalog of Federal Domestic Assistance (CFDA) Name and Number: Money Follows the Person - 93.791
- FAIN 1801TXMIDR
  - Catalog of Federal Domestic Assistance (CFDA) Name and Number: Medicare Enrollment Assistance Program - 93.071

C. Name of Federal Awarding Agency: Department of Health and Human Services

X. Contract Documents and Order of Precedence

The Contract Documents which comprise the entire Agreement between HHSC and the Grantee are (in order of precedence in the event of conflicts):

Signature Document for the Aging and Disability Resource Services Grant Program Contract
Attachment A – Statement of Work
Attachment B – Budget
Attachment C – Contract Deliverables
Attachment D – Key Performance Requirements
Attachment G – HHSC Special Conditions
Attachment E – Uniform Terms and Conditions- Grant
Attachment F – Contract Affirmations
Attachment I – Data Use Agreement and Security and Privacy Inquiry
Attachment K – HHSC Solicitation No. HHS0002702
Attachment L – Grantee's Solicitation Response
Attachment J – FFATA
Attachment H – Federal Assurances and Certifications
Attachment M – Federal Lobbying Certification
Attachment O – Indirect Cost Rate Letter

A listed document includes all amendments to the document.

Signature Page Follows

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000541100002

SYSTEM AGENCY	GRANTEE
DocuSigned by: Wayne Salter 1B64D3EC1EE34C4...	DocuSigned by: Lonnie Hunt 7114C726DCF0463...
Signature	Signature
Printed Name: Wayne Salter	Printed Name: Lonnie Hunt
Title: AES Deputy Executive Commissioner	Title: Executive Director
Date of Execution: August 20, 2019	Date of Execution: August 20, 2019

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000541100002 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET – BUDGET SUMMARY
(FULL APPROVED BUDGET FORMS INCORPORATED BY REFERENCE)
ATTACHMENT C – CONTRACT DELIVERABLES
ATTACHMENT D – KEY PERFORMANCE REQUIREMENTS
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS - GRANT
ATTACHMENT F – CONTRACT AFFIRMATIONS
ATTACHMENT G – HHSC SPECIAL CONDITIONS
ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT I – DATA USE AGREEMENT AND SECURITY AND PRIVACY INQUIRY
ATTACHMENT J - FFATA
ATTACHMENT K– HHSC SOLICITATION NO. HHS0002702
ATTACHMENT L – GRANTEE'S SOLICITATION RESPONSE
(INCORPORATED BY REFERENCE)
ATTACHMENT M – FEDERAL LOBBYING CERTIFICATION
ATTACHMENT O – INDIRECT COST RATE LETTER
(WILL BE ADDED AT A LATER DATE)

ATTACHMENTS FOLLOW

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Attachment A: Statement of Work

Aging and Disability Resource Centers (ADRC) Program

1 Overview

Aging and Disability Resource Centers (ADRCs) support the Texas "No Wrong Door" system, which is designed to streamline public access to long-term care and make it easier for individuals to navigate the complex system of services offered by government agencies, non-profit organizations, and other service providers. ADRCs provide objective information and assistance to help clients understand available options and make informed decisions about healthcare, housing, transportation, and other long-term services and supports (LTSS) they may need to live in their communities.

ADRC contract award requires implementation of a person-centered service delivery model that takes into consideration an individual's goals, strengths, and preferences. Services are provided in a way that promotes the independence and dignity of the client, while exploring the full range of available LTSS options to meet the client's identified needs or situation. This approach empowers individuals and their caregivers to make informed choices about their long-term care.

ADRCs serve all individuals and their families, regardless of age, income, and disability. Services are targeted to the following specific populations:

- Individuals who are older;
- Individuals with intellectual disabilities, developmental disabilities, physical disabilities, and/or chronic diseases or conditions;
- Family caregivers;
- Veterans;
- Families with children who have special needs; and
- Other individuals planning for future LTSS needs.

The Contractor must ensure sufficient capacity to provide all the following core services:

A. *Specialized Information, Referral and Assistance (IR&A)* – ADRCs provide individuals up-to-date information on the LTSS services and resources available to them in their communities. IR&A specialists use a person-centered approach to assess the capacities and challenges of clients and provide objective information and assistance to help them make informed decisions about their long-term care needs. (See Section 4 for additional requirements.)

B. *Referral to Respite Care services* – Respite care supports families caring for an individual of any age with a chronic health condition or a disability. It allows caregivers to take a break while a provider cares for their loved ones. ADRCs assess caregivers' eligibility for services and provide referrals to community providers for respite care and other services that support caregivers. (See Section 4 for additional requirements.)

C. *Local Contact Agency functions* – As the Local Contact Agency (LCA), ADRCs provide transition planning and person-centered options counseling to assist non-Medicaid, Medicare, and private-pay nursing facility residents who need assistance transitioning into community

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living. LCA services are more in-depth and usually require follow-up sessions with clients to ensure they are meeting their goals. (See Section 4 for additional requirements.)

D. *Housing Navigation activities* – ADRC Housing Navigation activities focus on opportunities to increase accessible, integrated and affordable housing in the local area. ADRC staff must maintain inventories of available housing in their areas, participate in local coalitions that advocate for affordable housing, and develop and maintain working relationships with key stakeholders, including housing authorities, property owners, developers, and state and local lawmakers. In addition, housing navigation staff analyze complex housing policies and plans, and provide public input to city planners and other policy makers. (See Section 4 for additional requirements.)

E. *Outreach and education activities under the Medicare Improvements for Patients and Providers Act (MIPPA)* – ADRCs facilitate and participate in community events to provide outreach and education to Medicare beneficiaries, particularly those with limited incomes who may be eligible for the Low-Income Subsidy program (LIS), Medicare Savings Program (MSP), and Medicare Prescription Drug Coverage (Part D). Outreach activities must also provide information on disease prevention and promotion of wellness. (See Section 4 for additional requirements.)

F. *Pilot programs and local initiatives that target underserved populations* – ADRCs also may provide other programs or services that meet the unique needs of their communities and complement required ADRC programs (e.g., programs targeting veterans, Native American, refugee, non-English speaking populations, etc.).

2 ADRC Infrastructure

2.1 Physical Location and Hours of Operation

The Contractor will maintain a physical ADRC location accessible to the public Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. in the local time zone, except on national and state holidays, as established in section 662.003 of the Texas Government Code.

The Contractor may observe other holidays if written notice is provided to HHSC thirty (30) calendar days in advance of the holiday.

2.2 Computer Equipment

The Contractor must have a computer with an internet connection available for public use to assist walk-in clients who wish to complete the online "Your Texas Benefits" application. Completion of the application enables clients to learn about the federal and state benefits and support services for which they may be eligible (see https://www.yourtexasbenefits.com/).

The computer may be used by other staff members when not in use by the public, provided security requirements are maintained.

2.3 Data System

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

The Contractor shall provide the necessary data system, including computer hardware and software, to carry out the provisions of this contract. The data system must:

A. Adequately track, maintain, and protect client referral and services information to ensure operational efficiency and effectiveness.

B. Have the capacity to produce the program and financial information necessary for regular data assessment and analysis to determine if the ADRC is meeting performance benchmarks and to complete required performance reports.

C. Have adequate electronic back-up systems, schedules, and procedures, as well as virus protection software that is continually updated to prevent the loss or corruption of system data.

HHSC reserves the right to require ADRCs to utilize a common information management system provided by HHSC to standardize data collection and reporting.

2.4 Contractor Database

The Contractor must have access to a comprehensive resource database that provides current and accurate information regarding service providers and services that may assist the ADRC target population. (The 2-1-1 database is one example of an acceptable resource database.) The Contractor will be responsible for arranging any agreement for shared database usage. Notification to HHSC is required if the Contractor enters into an agreement with another HHSC contractor for shared database usage. The Contractor must submit to HHSC a letter of commitment indicating its intent to enter into a formal agreement with a database provider if the Contractor intends to contract for the database service.

The Contractor must also develop and maintain a complementary database of services and resources specific to the local ADRC service area and target populations.

2.5 System Security and Data Use Agreement

The Contractor will develop and implement security systems and procedures to safeguard all confidential information in accordance with the Data Use Agreement (DUA) contained in **Attachment I – Data Use Agreement and Security and Privacy Inquiry**. Additionally, the Contractor will require each of its sub-recipients (if applicable) to sign the sub-Contractor agreement referenced in the DUA.

2.6 Financial Systems

The Contractor shall have financial systems in place to maintain internal controls, ensure proper management of federal and state funds, maximize non-federal resources, and maintain solvency. The Contractor's accounting and internal control systems must meet the following requirements:

A. The systems must be appropriate to the size of the organization.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

B. The accounting system must consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports.

C. The accounting system must be capable of producing expenditure reports, cost center analyses, budget formats, and automated reports as required by, and without additional support from, HHSC.

D. The internal controls system shall safeguard the Contractor's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures.

E. Effective internal control shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, and other security measures.

F. The requirements above are in support of the Contractor's submission of the **Contract Monitoring Questionnaire (CMQ)** which is due to HHSC within thirty (30) calendar days after contract execution and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.

2.7 Maintenance of an ADRC Toll-Free Phone Line and Voicemail System

The Contractor shall maintain a phone line that can accept transferred calls from the statewide toll-free phone line (1-855-YES-ADRC or 1-855-937-2372). The individual answering the phone must be able to identify the calls transferred from the toll-free phone line and answer the phone with a greeting that includes the name of the ADRC.

Additionally, individuals calling the ADRC must never receive a busy signal or a message to call back later. Therefore, the Contractor shall maintain a voicemail system dedicated to the ADRC toll-free phone line, which meets the following requirements:

A. The voicemail system must be available to accept messages when other phone lines are in use and when the ADRC office is closed.

B. The voicemail message shall state the name of the ADRC receiving the call and a statement about information and access to LTSS. (HHSC reserves the right to determine the voicemail system message script.)

C. The voicemail message shall not include the name of an individual.

D. At a minimum, all voicemails shall be returned within two business days; however, performance measure data will be tracked on the number of calls answered directly by a staff person and voice mails returned within one business day (see Section 4.1).

2.7.1 Call Volume Contingency Plan

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

The Contractor must have a contingency plan for potential situations in which the call volume increases to a level that prohibits ADRC staff from returning voicemails within two business days, or in which the contactor fails to meet the performance measure in Section 4.1 for ten (10) consecutive business days. The Contractor must establish a process for notifying HHSC within five (5) business days of such situations and developing strategies to address the issue.

2.7.2 Call Rolling or Call Transferring

The Contractor shall not transfer the responsibility of answering calls received through the ADRC toll-free phone line to other entities without a subcontracting agreement in place.

A. Prior to subcontracting the responsibility of answering calls, the Contractor must submit the name of the potential sub-recipient to HHSC along with the Contractor's plan to ensure the sub-recipient meets the requirements of the contract.

B. HHSC will approve or reject the potential sub-recipient and will notify the Contractor of its decision.

3 Plan of Operation

The Contractor shall develop and maintain an HHSC approved plan of operation. **A** final plan shall be submitted to HHSC within thirty (30) business days after execution of the contract. Ongoing plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective.

The plan of operation shall include the following:

A. Hours of operation and the setting in which the services are provided;

B. Job titles and contact information for administrative staff and their responsibilities related to fulfilling contractual obligations;

C. Number and job classifications of staff delivering services;

D. Qualifications and competencies of each staff member to be paid under this contract;

E. Comprehensive description of respondent's policies and procedures for each of the core services provided under this contract;

F. Comprehensive description and delivery method for services provided to clients;

G. Comprehensive strategies for formally collaborating with the AAA(s) in the ADRC region to provide quality services to older individuals; and

H. Assurance that staff in the ADRC Program meet the required qualifications outlined in Section 11, Staffing Requirements.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

3.1 Disaster Recovery and Business Continuity Plan

The Contractor must provide a Disaster Recovery and Business Continuity Plan that addresses transition and ongoing operations. It is critical the plan provides for uninterrupted service delivery to consumers.

The Contractor must submit, implement, and maintain a Disaster Recovery and Business Continuity Plan specific to the transition and on-going operations within fifty (50) calendar days after contract execution or by the date specified by HHSC. Thereafter, the Contractor must submit an updated plan annually within thirty (30) calendar days prior to the end of each state fiscal year. The plan must include but is not limited to the following:

A. The procedure for informing HHSC within one (1) business day of an unplanned catastrophe that affects performance of operations, and a timeframe for initiating the Contractor's Disaster Recovery and Business Continuity Plan;

B. A description of potential issues that may realistically occur during operations, including but not limited to instances such as natural disasters, situations when a facility is no longer available, etc.;

C. An outline of courses of action to address and resolve the anticipated problems;

D. A description of the Contractor's approach to determining disaster recovery site location, which must be in the continental United States. The description must include the location of the disaster recovery site and the proximity to the Contractor's central site;

E. A description of backup and recovery procedures that specify timeframes for restoring service and whether the service restored is full or partial;

F. A contingency plan addressing interruptions to the established plan of operations and outlining communication processes, short- and/or long-term resolutions, action steps, and response time frames;

G. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met;

H. A proposed reporting mechanism specific to disaster recovery and contingency operations;

I. The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and

J. A commitment to participate annually (or more frequently if required by HHSC) in an enterprise-wide test of the disaster recovery solution.

3.2 Transition Plan

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

The Contractor shall develop and maintain a comprehensive Transition Plan that explains how the Contractor shall ensure no disruption in service for current ADRC consumers. The Contractor shall lead and be responsible for coordinating and facilitating all transition activities with HHSC.

A final Transition Plan shall be submitted to HHSC within thirty (30) business days after execution of the contract. HHSC and the Contractor shall work together throughout the Transition Phase to establish a detailed schedule for all activities and define expectations for the content and format of the contract transition deliverables. Ongoing plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective.

The Transition Plan shall include the following:

A. The identification of risks related to readiness for operations assumption, and a description of how those risks will be managed and mitigated.

B. Comprehensive and detailed step-by-step actions for successful transition of current operations from the Contractor to the awarded entity through collaboration facilitated by HHSC.

C. Activities the awarded entity shall conduct between the effective date of the contract and the awarded entity's operational start date to ensure continuation of services to current ADRC consumers.

D. Contractor's roles and responsibilities.

E. Detailed schedule of continued business operations for all transition functions and requirements.

3.3 Turnover Plan

The following are the turnover requirements to which the Contractor must agree. "Turnover" is defined as the required activities the Contractor must perform in order to transition contract operations to a subsequent entity or HHSC. At the commencement and during turnover, the Contractor must ensure that HHSC and consumer populations do not experience any adverse impact from the transfer of services to another entity or to HHSC.

The Contractor must submit a final Turnover Plan to HHSC within thirty (30) business days after execution of the contract. The Contractor must also submit an Annual Operations Turnover Plan within sixty (60) calendar days prior to the end of each state fiscal year of the contract. In addition, the Contractor will submit a "ready to execute" Operations Turnover Plan six (6) months prior to the end date of the contract or upon request by HHSC.

Turnover activities may include, but are not limited to:

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

A. The transfer of information (including data, if applicable); data entry or case file software (if utilized); third-party software and modifications (if utilized); documentation relating to software and interfaces; functional business process flows; and operational information pertaining to the delivery of services to consumers;

B. Transfer of all pertinent documentation (in written and electronic formats), including but not limited to policies and procedures, case files, spreadsheets, and reports;

C. Transfer of all training schedules and materials in electronic format including but not limited to: development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all other training and curriculum development documentation and data related to the required training of ADRC staff;

D. Any other information that would ensure a comprehensive and complete knowledge transfer to HHSC or successor entity of all components in the contract;

E. The implementation of a quality assurance process to monitor turnover activities; and

F. Training HHSC and/or successor entity staff in the operation of business processes and any supporting processes related to the contract.

The Turnover Plan shall define the activities required through the end of the contract plus six months after the end of the contract. The Contractor is required to keep, maintain, and share any knowledge learned during the ADRC contract term to assist in avoiding potential pitfalls during turnover and facilitate a successful transition to the successor entity.

At a minimum, the Turnover Plan shall include the following:

A. Turnover approach;

B. Defined tasks and subtasks for the turnover, including staffing and resource requirements;

C. Turnover schedule;

D. List of all data, program, and consumer documentation and case files, including documentation maintenance and work currently in progress in the ADRC;

E. Current inventories, correspondence, documentation of outstanding issues, and other operations support documentation;

F. Staff training schedules and materials;

G. List of all employees through the Contractor, including hiring documentation, credentials (if applicable) and employment and payroll records.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

H. Statement of resource requirements that must be met by a successor entity(ies) or HHSC to take over the program, including staffing and resource requirements necessary to perform the operations of the program;

I. Knowledge transfer to successor entity or HHSC; and

J. Any other information needed for an orderly transfer of services.

K. Upon notification by HHSC that turnover activities are required, the Contractor shall complete 100 percent of all turnover activities and obtain HHSC approval prior to final payment to the Contractor.

3.4 Cultural Competence Plan

The Contractor will develop and implement a cultural competence plan for equitably serving all individuals. The plan must address how ADRC staff will:

A. Meet the needs of individuals of various cultures, races, ethnic backgrounds, and religions who reside in the local area;

B. Tailor services based on the intellectual functioning, literacy, level of education, and comprehension ability of each individual in order to ensure all information is presented in a way that meets their needs;

C. Provide services in the individual's primary language, whether provided directly by the ADRC staff or through a translator; and

D. Ensure services are provided to all individuals in a manner that recognizes and affirms their worth, and protects and preserves their dignity.

The Cultural Competence Plan must be submitted to HHSC no less than sixty (60) calendar days prior to the end of each state fiscal year.

4 Community Collaboration

The success of a "No Wrong Door" system is achieved through community collaboration and the meaningful involvement of key stakeholders. Processes must be established to enable external stakeholder groups and individuals, including representatives of the targeted populations, to provide input on program design and ongoing ADRC operations. Emphasis should be placed on collaboration with other HHSC contracted programs.

4.1 Required ADRC Partners

The Contractor must establish and maintain collaborative working relationships with the required regional partners listed below and ensure they are represented on the ADRC's Local Advisory Group (see Section 3.3).

A. Local Intellectual and Developmental Disability Authority(ies) (LIDDA);

B. Local Area Agency on Aging (AAA);

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

C. Centers for Independent Living (CILs); and

D. Local HHSC office(s).

Within sixty (60) days after contract execution, the Contractor must establish formal agreements with the AAA, CIL, and LIDDA(s) serving the ADRC region. The agreements must outline how each partner will collaborate to provide services, and the roles and responsibilities of each organization. The Contractor will submit these agreements to HHSC upon request.

4.1.1 Monthly Meetings with the AAA

ADRCs are required to meet monthly with the AAAs in their region, either in person or via conference call. The goal of these meetings is to identify areas of overlap in service provision and the strategies that will be implemented to create efficiencies and improve services to older individuals. ADRCs must also collaborate with AAAs on opportunities to implement state and local initiatives to better serve the targeted population.

4.2 HHSC Community Partner Program Requirement

The Contractor must participate in HHSC's Community Partner Program (CPP), which is a collaboration between HHSC and a statewide network of government, faith-based, community-based, and other social service organizations called Community Partners (CPs). The purpose of the CPP is to provide one-on-one assistance to individuals applying for and managing their food, cash, and healthcare assistance benefits via the "Your Texas Benefits" online eligibility portal (YourTexasBenefits.com).

A. The Contractor must be a current CP or become one within three months of the initiation of this contract.

B. Contractor staff and volunteers must complete the initial CPP training and subsequent yearly training updates.

C. CPs will receive regular reports from HHSC showing how many individuals they assisted with applications. This information should be used to complete the ADRC Quarterly Performance and Fiscal Report (see Section 9.1).

D. Additional information on the CPP can be found at texascommunitypartnerprogram.com.

4.3 ADRC Local Advisory Group

The Contractor must establish or designate a local advisory group to assist in the development, implementation, and continuous improvement of ADRC program services. The primary purpose of the ADRC local advisory group is to bring expertise and perspective to the work of the ADRC. While the advisory group may discuss and make recommendations to the ADRC, it does not have decision-making authority.

The advisory group must include individuals representing the target populations served by the ADRC (see Section 1) and the required partner agencies included in Section 3.1. Local

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service providers should also be represented in the advisory group, as well as other key stakeholders, which may include:

A. Managed Care Organizations
B. Transportation providers
C. Local Mental Health Authorities (LMHAs) and Local Behavioral Health Authorities (LBHAs)
D. Home health agencies
E. Affordable housing coalitions
F. Food pantries
G. Other appropriate organizations

The Contractor must provide the names and stakeholder designations of their local advisory group members within sixty (60) days of contract initiation. Thereafter, the Contractor must submit a list of the names and stakeholder designations of their local advisory group members within sixty (60) calendar days prior to the end of each operational year of the contract and sixty (60) days before a change in the list becomes effective.

5 Provision of Core Services

ADRCs play an important role in connecting people who need assistance with long-term care to the resources and services available in their communities. All services must be provided using a person-centered approach that promotes individual choice and self-determination.

5.1 Information, Referral and Assistance Services

ADRC Information, Referral and Assistance (IR&A) specialists must have a comprehensive understanding of the services available in their communities to help simplify access for individuals in need. They must use a person-centered, participant-directed approach to actively engage individuals, promote individual choice, and provide appropriate information and referrals.

A. IR&A specialists will have the knowledge and skills to ask individuals questions to determine and clarify their LTSS needs and may engage in problem solving to identify alternative strategies that may be helpful.

B. IR&A specialists will provide clients objective information about available resources to empower them to make informed decisions about their own care.

C. To ensure adequate coverage of ADRC operations, the Contractor shall provide at least one staff person to answer the ADRC toll-free phone line during the hours of operation identified in Section 2.1. Calls must not be automatically forwarded to voicemail, unless it is between the hours of 12:00 p.m. to 1:00 p.m., before or after the required operating hours shown in Section 2.1, or during emergency closures.

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D. The Contractor shall make every effort to have a staff person answering calls from 12:00 p.m. to 1:00 p.m. but may use voicemail during this time period.

E. At least one staff person must be available to receive walk-in clients during the hours of operation identified in Section 2.1. The staff person responsible for assisting walk-ins may have other duties, but ADRC walk-ins must be at least one individual's first priority.

F. The Contractor must establish policies and procedures to accommodate individuals who require a scheduled in-person meeting during the time period of 12:00 p.m. to 1:00 p.m.

The Contractor's performance will be measured by the percentage of calls to the ADRC answered by a staff person or terminating in voicemail that received a response by the next business day from when the call was originally received. At least 90 percent of ADRC calls should be answered by a staff person or, if not answered by a staff person, a response to a voicemail should be provided the next business day from when the call was originally received.

Please see Section 9 for more detailed information regarding performance and data reporting requirements.

5.2 Texas Lifespan Respite Care Program Services

The Texas Lifespan Respite Care Program (TLRCP) was initiated by the 81st Legislature to increase the availability of respite services for family members who care for a person of any age with a chronic serious health condition or disability, and who needs assistance with one or more activities of daily living. TLRCP offers short-term respite care services to provide a brief period of relief or rest for eligible caregivers. Services are targeted toward the needs of each caregiver and can be in the form of in-home or out-of-home respite care. Other allowable activities include outreach and education events, volunteer training, and other caregiver support activities.

5.2.1 TLRCP Eligibility

TLRCP-eligible caregivers are those individuals not eligible for or not able to participate in any other existing program that provides respite services. Caregivers who actively receive respite through Local Intellectual and Developmental Disability Authorities (LIDDAs), Area Agency on Aging (AAAs) caregiver support programs, Medicaid waiver programs, or other resources, are not eligible to receive respite services under TLRCP. However, consideration will be given to those caregivers who are on waitlists for the above respite programs or who have reached the maximum limit and/or duration of services.

Caregivers must be related to the care recipients within the second degree of consanguinity or affinity. The following family caregivers are eligible to participate in the TLRCP:

A. Spouses;

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B. Parents, parents-in-law, step-parents, and foster parents;

C. Adult children, children-in-law, and step-children;

D. Siblings, siblings-in-law, and step-siblings;

E. Adult grandchildren, grandchildren-in-law, and step-grandchildren; and

F. Grandparents, grandparents-in-law, and step-grandparents (caring for children).

5.2.2 TLRCP Service Provision

The Contractor must develop a project plan for providing TLRCP services that details the processes for:

A. Maintaining and providing information to individuals regarding available respite services;

B. Assessing caregiver eligibility for participation in the TLRCP program;

C. Connecting caregivers participating in the program with available respite services;

D. Encouraging caregivers to complete the Caregiver Experience Survey;

E. Building partnerships with respite service providers in the ADRC service area; and

F. Conducting public awareness activities regarding available respite services.

This plan must be submitted within sixty (60) days after contract execution and within sixty (60) calendar days prior to the end of each state fiscal year.

5.2.3 TLRCP Data and Performance Reporting

The Contractor will track required data, including:

A. Caregiver and care recipient demographic data;

B. Service settings for respite care;

C. Total hours of respite services provided per caregiver;

D. Total cost for respite services provided per caregiver;

E. Dates of respite service provided per caregiver; and

F. Other data as required by HHSC.

The Contractor will submit quarterly reports to HHSC detailing the activities implemented in support of the TLRCP function (see Section 9 for detailed requirements).

5.3 Local Contact Agency Services

The Local Contact Agency (LCA) program is a key component of the Money Follows the Person (MFP) initiative funded by the Centers for Medicare and Medicaid Services (CMS). ADRCs are the point of contact for nursing facilities, hospitals, intermediate-care facilities, and other partners to refer non-Medicaid individuals interested in exploring the possibility of

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transitioning from the facility to community-based living. ADRC "Options Counselors" play a pivotal role in helping interested residents explore community living options and available long-term services and supports to help residents realize their goals.

5.3.1 LCA Service Provision

As the LCA point of contact, the Contractor will:

A. Provide options counseling services to the non-Medicaid individuals referred to the ADRC. Options counseling is a more in-depth service in which ADRC staff work with individuals to develop an LCA Action Plan using the HHSC prescribed format. The Plan will:

   1. Document the individual's preferences and goals for transitioning to the community;

   2. Identify the individual's strengths, needs, and cultural preferences, as well as the exploration of options available to the individual, and specific activities or decisions that may impact the individual's stated goals;

   3. Identify specific challenges related to the individual's choices and potential options;

   4. Identify the formal and informal supports the individual will need to successfully transition and remain in the community;

   5. Identify specific ideas and back-up plans for mitigating potential challenges;

   6. Indicate the date(s) when ADRC staff will follow up with the individual to assess progress toward the identified goals; and

   7. Document follow-up activities to assess progress and address any issues that may impede transition.

B. Serve as a resource for hospital and nursing facility discharge planners and make referrals to the LIDDA for individuals who are identified as potentially having an intellectual disability or related condition.

C. Strengthen coordination between other ADRCs, Ombudsmen, relocation Contractors, AAAs, Centers for Independent Living, LIDDAs, local mental and behavioral health authorities, HHSC regional community services offices, managed care organizations, and other partner agencies.

D. Enhance existing community resources to serve Medicare, non-Medicaid, and private pay individuals, including developing relationships with service providers that can help meet the needs of individuals transitioning out of nursing facilities.

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E. Create media or other publications for community outreach and education that support the objectives of the LCA function.

5.3.2 LCA Performance Reporting

The Contractor will submit quarterly reports to HHSC detailing the activities implemented in support of the LCA function (see Section 9 for detailed requirements).

5.4 Housing Navigation Program

One of the primary reasons individuals are unable to relocate from a nursing facility (or similar institution) into a community setting is the lack of affordable, accessible, and integrated housing. Housing Navigation, another key program under the MFP initiative, enables ADRCs to focus on opportunities to increase the availability of affordable, accessible, and integrated housing options for individuals transitioning from an institutional setting to the community, as well as other individuals with housing needs.

5.4.1 Housing Navigation Service Provision

The Contractor will perform the following activities in support of the housing navigation function:

A. Create and regularly update an inventory of independent integrated, accessible, and affordable housing options within each county of the ADRC's service region. The ADRC must research and utilize existing inventories from the Texas Department of Housing and Community Affairs and the U.S. Department of Housing and Urban Development when developing and maintaining this inventory.

B. Advocate for necessary changes in housing policies, practices, and procedures that will help expand housing opportunities for older adults, persons with disabilities (including, but not limited to, persons with disabilities transitioning from institutions, persons with intellectual and developmental disabilities, and persons with behavioral health disabilities), and homeless individuals. This includes conducting outreach activities to state and local officials and policy makers to educate them on the challenges of ensuring affordable, accessible, and integrated housing for these vulnerable populations.

C. Contribute to the development of affordable, accessible, and integrated housing for individuals with disabilities by reviewing and providing written comment on local Consolidated Plans, local Public Housing Authority administrative plans, Low Income Housing Tax Credit Program applications, local Community Development Block Grants, and other complex housing policies and plans at the state and local levels.

D. Initiate or participate in local coalitions consisting of community members who will work toward increasing affordable, accessible, and integrated housing.

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E. Provide support to ADRC Local Contact Agency staff, Managed Care Organization (MCO) Relocation Contractors/Specialists, Local Mental Health Authorities, Local Behavioral Health Authorities, Local Intellectual and Developmental Disability Authorities, and Local Homeless Coalitions/Continuums of Care working in the ADRC's service area.

F. Develop and maintain working relationships with the local public housing authorities that represent each of the counties within the ADRC service area.

G. Develop and maintain working relationships with housing developers, landlord associations, property managers, and other housing providers to address local needs for accessible, affordable and integrated housing.

H. Attend HHSC Community Transition Team (CTT) meetings, if held in the ADRC's local area.

I. Provide verbal and written testimony during state, city, and county hearings and meetings regarding the housing needs of people with disabilities and older adults.

J. Track the number of individuals provided housing referrals, as well as how many of those individuals were successful in finding placements.

5.4.2 Housing Navigation Performance Reporting

The Contractor will submit quarterly reports to HHSC detailing the activities implemented in support of the Housing Navigation function (see Section 9 for detailed information).

5.5 Medicare Improvements for Patients and Providers Act Services

Activities under the Medicare Improvements for Patients and Providers Act (MIPPA) grant will focus on outreaching individuals to inform them about the benefits available under Medicare Part D, the Medicare Savings Program (MSP), and the Low-Income Subsidy (LIS). In addition, ADRCs will provide outreach and education on disease prevention and promotion of wellness. Target populations include Medicare beneficiaries with limited incomes and those in rural areas.

The Contractor agrees to fulfill any additional ADRC roles required by HHSC and responsibilities related to MIPPA grant funding.

5.5.1 MIPPA Services Provision

The Contractor will conduct the following MIPPA activities in the local service area:

A. Outreach and assistance efforts for all Medicare beneficiaries who may be eligible for LIS and/or MSP programs, with a focus on both rural and limited income Medicare beneficiaries.

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B. Outreach and education activities related to preventing disease and promoting wellness through Medicare Preventive Benefits awareness.

C. Outreach related to Medicare Part D.

D. Assistance to beneficiaries applying for benefits.

5.5.2 MIPPA Performance Reporting

The Contractor will submit mid-year and year-end reports to HHSC detailing the activities implemented in support of the MIPPA program (see Section 9 for detailed information).

6 Community Outreach and Education

Community outreach and education is important to ensuring target populations, local partners, and other stakeholders are aware of ADRC services and options for community-based LTSS, including available consumer-directed options. Each of the core services requires some form of outreach, which is typically conducted through participation in community events, facilitation of training workshops, development of brochures and other media, on-site visits to partner sites, and other activities.

A. The Contractor must conduct outreach and education activities that specifically target:

1. Underserved populations in the service region, including veterans, family caregivers, children and youth with disabilities, non-Medicaid eligible individuals, and other individuals who may experience challenges accessing services; and

2. Professionals in partner agencies and other stakeholder organizations that may make referrals to the ADRC and to whom the ADRC may refer clients (e.g., area LTSS and respite providers, managed care organizations, nursing facilities, housing coalitions, etc.).

B. For each outreach and education event, the Contractor must maintain records that include:

1. Event type;
2. Date and location of the event;
3. Targeted populations; and
4. Number of individuals attending the event.

In addition, the Contractor must submit to HHSC a request for approval of all outreach items before costs can be incurred.

6.1 Administration of the LTSS Screen

The LTSS Screening Questionnaire was developed under the Balancing Incentive Program (BIP) initiative to provide a common tool for intake staff to use with clients who are trying to obtain long-term services in their communities. ADRCs can access the Screening

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Questionnaire through the LTSS Portal. By completing the questionnaire in the portal, referrals can be generated for the individual based on the responses provided. These referrals go to other agencies within the HHSC system that may be able to assist the individual in meeting their needs.

The questions included in the LTSS Screening Questionnaire are also contained in the YourTexasBenefits.com online application for individuals who choose to use the website to apply for services. Their responses will determine the services the individuals may be eligible for and the system will generate automatic referrals to the agencies that may be of assistance.

ADRCs will receive LTSS referrals through the LTSS portal that are generated in response to client input on the YourTexasBenefits.com online application or from other agencies within the HHSC system that completed a Screening Questionnaire on behalf of a client. ADRCs are required to receive these referrals and make a good faith effort to contact the individual referred within five business days, provided there is a phone number associated with the referral. Contractors will be required to report the number of LTSS referrals received and the number of valid LTSS referrals to which they responded.

The Contractor may choose to use the LTSS Screening Questionnaire as part of its business process to evaluate the LTSS needs of individuals seeking services and supports. The tool may be helpful when the individual:

A. Is at risk for nursing facility placement;
B. Has lost their primary caregiver or is at risk of losing their caregiver;
C. May need services from more than one LTSS program; or
D. Has complex LTSS needs, such as multiple disabilities or chronic health issues that may require several different types of care or assistance.

6.2 Other Required Activities

HHSC may request the Contractor's participation in other appropriate community activities. The Contractor must comply with the standards and reporting requirements for all federal grants requiring ADRC participation or grants through which the ADRC receives funds. Contractors must also collaborate with the AAA in their region on local initiatives and grant opportunities, as appropriate.

7 Quality Monitoring

The Contractor must maintain a plan for monitoring the quality of services provided by ADRC staff. The plan must explain:

A. The processes used to assess the overall quality of each of the core services provided by ADRC staff, including: IR&A, Respite, LCA, Housing Navigator, MIPPA, and Community Outreach and Education services. Identify and include any metrics used in these processes.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

B. The process for implementing person-centered assistance and client-directed service concepts and methodologies. ADRC staff are required to use this approach and encourage it among partner agencies through cross-training and participation in state-level trainings, as prescribed.

C. The process for assisting individuals with food, cash, and healthcare assistance benefits applications submitted through the "Your Texas Benefits" website.

Any changes to the Quality Monitoring Plan must be submitted to HHSC at least 30 business days before a change becomes effective.

At any time during the contract period HHSC may prescribe additional methods for ensuring quality services, which must be implemented by the Contractor.

7.1 Contract Monitoring Questionnaire

The Contractor must comply with all applicable cost principles, audit requirements, and administrative requirements listed under terms and conditions. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring system. The Contract Monitoring Questionnaire (CMQ) is part of the risk evaluation process and provides detailed information regarding internal controls and other general processes important to contracting. The Contractor must submit the initial CMQ within thirty (30) calendar days after contract execution or by the date specified by HHSC, and annually thereafter within sixty (60) calendar days prior to the end of each state fiscal year.

7.2 Client Feedback

The Contractor must maintain a plan explaining the process by which individuals seeking assistance from the ADRC can provide feedback about the services they received. The plan must be submitted annually to HHSC for approval, and must address:

A. The method used to document and track client feedback.

B. The process for identifying and communicating to HHSC any unmet client needs so the ADRC can work in collaboration with HHSC to address them.

C. The procedure for notifying HHSC within 10 business days of any complaint against the ADRC or any ADRC staff. The notification must include the following:

1. Contact name and other identifying information;

2. Date contact received;

3. Method of receipt (fax, phone, email, etc.);

4. Reason for contact (in line with standard definitions developed by Health and Human Services Office of the Ombudsmen);

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

5. Details to isolate potential trends such as location or particular service;

6. Resolution actions;

7. Date of resolution. If the complaint is not resolved within 10 business days, the Contractor must notify HHSC of the resolution upon the final communication with the client;

8. Determination of whether complaints are substantiated or not; and

9. Record of final communication with the customer, including date and method.

If, after a good faith effort by the ADRC to resolve the complaint, the complaint has not been resolved to the customer's satisfaction, the ADRC must provide the customer the following contact information for the HHSC Office of Ombudsman:

Health and Human Services Commission
Office of the Ombudsman
MC H-700
P.O. Box 13247
Austin, Texas 78711-3247

Phone: 1-877-787-8999
Relay Texas for individuals with a hearing or speech disability: 7-1-1 or 1-800-735-2989
Fax: 1-888-780-8099
Website Address: https://hhs.texas.gov/ombudsman

HHSC reserves the right to change the client feedback process and may require any feedback to be directed to HHSC staff in addition to the ADRC.

8 Invoicing

The Contractor shall invoice HHSC in accordance with the Contract. Unless otherwise specified in the Contract, the Contractor shall submit requests for reimbursement monthly by the twentieth (20th) business day of the month following the month in which expenses were incurred or services provided. Requests for reimbursements must be made for the month of service provision with the exception of certain items related to operational costs, community outreach, and staff development. Such expenses may include but are not limited to: subscriptions, computer software, memberships, prepaid outreach materials, etc.

Within the timeframes and standards established in the contract and HHSC policy, the Contractor will submit an invoice, also known as the Request for Reimbursement (RfR), and documentation supporting the provision of services via email to ADRC_SAR_VAR@hhsc.state.tx.us. The following naming convention shall be used for the subject line of the email and the RfR document file: "Legal Entity Name.Invoice #. Month Year." For example, an invoice submitted

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to HHSC for the month of September would be submitted as: "Texas ADRC.Invoice #1. September 2019." The invoice must include the following:

A. A unique identification (Invoice) number;

B. The word "invoice";

C. Date of the invoice;

D. Contractor's name, address, and contact information;

E. The service dates for when the services were rendered;

F. A description of services provided;

G. The amount requested;

H. The P.O. Number; and

I. The total amount owed, if applicable.

The Contractor must use the RfR template provided by HHSC to identify costs being requested from HHSC. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project, as indicated in Title 2, CFR, Part 200, and the Uniform Grant Management Standards (UGMS). RfR supporting documentation may include but is not limited to: invoices, receipts, payroll documentation, subcontractor payment information, travel reimbursement requests, operational and equipment costs, etc. All supporting documentation must be organized by funding source and clearly labeled upon submission.

All invoices must be submitted in accordance to the standards set forth in TAC §20.487. Disputed invoices will be immediately returned to the Contractor no later than the 21st day after the invoice is received. HHSC may accept a partial delivery of services and an invoice for payment of the portion of the services delivered. All undisputed invoices will be paid in accordance to the standards set forth in TAC §20.488.

The Contractor shall submit a revised budget and request approval for budgetary adjustments exceeding 25% of the total allocation within each funding source. Such requests must be submitted in 10 business days after determining the need for a budget adjustment.

At the completion of the contract period, final payment shall be based on the information provided by the Contractor within the time frame established by the contract or, if a timeline is not established within the contract, within sixty (60) days after the termination of the contract. This payment provision shall apply to final payment whether at the completion of the contract period or in the event of early contract termination.

9 Performance and Data Reporting

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

9.1 ADRC Quarterly Performance and Fiscal Report

On a quarterly basis, the Contractor will submit to HHSC the ADRC Quarterly Performance and Fiscal Report to cover the periods shown below. The reports will be due on the 20th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	September 1 through November 30	December 20th
2	December 1 through February 28/29	March 20th
3	March 1 through May 31	June 20th
4	June 1 through August 31	September 20th

9.1.1 Required Data Elements – ADRC Quarterly Performance and Fiscal Report

The Contractor will use the ADRC Quarterly Performance and Fiscal Report template provided by HHSC to report data for IR&A interactions, public outreach and education activities, Respite services, and Legislative Budget Board (LBB) metrics. The data elements to be reported are included in the table below. In addition, the Contractor will provide the financial status of each funding source, including the reimbursement amount requested during the quarter, any required budget justifications, and any necessary budget adjustments.

Performance Category	Data Elements to be Reported
ADRC Interactions	Number of calls answered by a staff person during the quarter.
	Number of voicemails responded to by the next business day from when the call was originally received.
	Number of voicemails not responded to by the next business day, but that were responded to by the second business day.
	Number of calls received on the ADRC toll-free line.
	Number of calls received on other ADRC telephone lines.
	Number of walk-in clients assisted.
	Number of fax/email/other referral sources responded to.
	Number of LTSS referrals received.
	Number of valid LTSS referrals responded to within 5 business days.
	Number and types of referrals made to the AAA(s) in the ADRC's region.
	Number of validated complaints issued against the ADRC or its staff.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

Performance Category	Data Elements to be Reported
	Number of Medicaid, SNAP, and TANF applications for which the ADRC provided active assistance.
Collaboration with AAA	Dates of monthly meetings with the AAA in the ADRC's service region.
	List of attendees at the monthly meetings with the AAA.
Outreach/Education Activities	Total number of outreach and community education events conducted by the ADRC regarding options for community-based LTSS.
	Dates and locations of all outreach events conducted during the quarter.
	Estimated number of participants for each outreach event conducted during the quarter.
	Number of ADRC outreach and community education events related to respite.
Respite Services	Number of unduplicated caregivers provided respite services this quarter.
	Total number of respite hours provided this quarter.
	Total amount spent on direct service respite this quarter.
	County(ies) in which respite services were provided.
	Number of caregivers receiving in-home and out-of-home respite services.
	Relationship of caregiver to care recipient.
	Caregiver demographics.
	Caregiver military service status.
	Care recipient demographics.
	Care recipient military service status.
	Care recipient's primary condition.
LBB Metrics	Number of calls received on the ADRC toll-free line.
	Total number of ADRC interactions.
	Total expenditures for all ADRC interactions.
	Number of veterans served by the ADRC.*
	Veteran-related expenditures.

*Note: The Contractor must be able to extrapolate the number of veterans served who are 60 years of age and older and/or who have a disability.

The Contractor shall track required data and report on progress towards the implementation of deliverables per state and federal reporting requirements, as indicated

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

on the "Notification of Funds Available" created and provided by HHSC when funding is distributed. Further, HHSC reserves the right to change reporting formats and to require tracking of additional data elements, which the Contractor agrees to accommodate accordingly.

9.2 Quarterly MFP Local Contact Agency Report

On a quarterly basis, the Contractor will submit to HHSC the Quarterly MFP Local Contact Agency Report to cover the periods shown below. The reports will be due on the 15th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	January 1 through March 31	April 15th
2	April 1 through June 30	July 15th
3	July 1 through September 30	October 15th
4	October 1 through December 31	January 15th

9.2.1 Required Data Elements – MFP LCA Report

The Contractor will use the Quarterly MFP Local Contact Agency Report template provided by HHSC to report on the following data elements:

Performance Category	Data Elements to be Reported
LCA Contact Activities	Outreach materials developed.
	Coordination activities with community partners.
	On-site visits to nursing facilities, hospitals, and other referrals sources.
	Other outreach contacts made.
	Travel log details.
LCA Referrals	Numbers of referrals received from nursing facilities, hospital discharge planners, collateral entities, and other sources.
	Number of referrals responded to within 14 calendar days.
	Number of residents provided options counseling during the reporting period.
	Number of discharges for which the ADRC provided LCA assistance.

9.3 Quarterly MFP Housing Navigation Report

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

On a quarterly basis, the Contractor will submit to HHSC the Quarterly MFP Housing Navigation Report to cover the periods shown below. The reports will be due on the 15th day of the month following the quarter for which the report is due.

Quarter	Months Included in Quarter	Report Due Date
1	January 1 through March 31	April 15th
2	April 1 through June 30	July 15th
3	July 1 through September 30	October 15th
4	October 1 through December 31	January 15th

9.3.1 Required Data Elements – MFP Housing Navigation Report

The Contractor will use the Quarterly MFP Housing Navigation Report provided by HHSC to report on the following data elements:

Performance Category	Data Elements to be Reported
Housing Navigator Advocacy Activities	Outreach materials developed.
	Development/regular update of housing inventory.
	Housing coalition meetings initiated and attended during the quarter.
	Advocacy activities to effect necessary changes in housing policies, practices, and procedures to expand housing opportunities for vulnerable populations. Includes outreach and education of state and local officials and other policy makers.
	Housing developers, property owners, and landlords outreached during the quarter regarding accessible, affordable and integrated housing issues.
	Coordination and support of LCA staff, MCO Relocation Contractors/Specialists, LMHAs, LBHAs, LIDDAs, and local homeless coalitions and Continuums of Care.
	Number of individuals provided housing referrals and number of those that resulted in successful placements.
	Community Transition Team meetings attended.
	Travel log details.
Review and Public Comment Activities	Dates and outcomes of hearings and meetings attended during the reporting period to provide verbal or written testimony regarding the housing needs of people with disabilities.

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Performance Category	Data Elements to be Reported
	The numbers of consolidated plans, Public Housing Authority plans, Community Development Block Grants, Low Income Housing Tax Credit Program applications, and other state and local complex housing policies and plans reviewed and commented on, and the dates comments were submitted.

9.4 Mid-Year and Year-End MIPPA Reports

On a semi-annual basis, the Contractor will submit to HHSC the Mid-Year and Year-End MIPPA Reports to cover the periods shown below. The reports will be due on the 15th day of the month following the period for which the report is due.

Period	Months Included in Period	Report Due Date
Mid-Year	October 1 through March 31	April 15th
Year End	April 1 through September 30	October 15th

9.4.1 Required Data Elements – MIPPA Reports

The Contractor will use the template provided by HHSC to report on the following MIPPA activities:

A. MIPPA-related activities conducted during the six-month period.

B. Outreach efforts to the targeted population and other stakeholders.

C. Collaborative partnerships established and those in process.

D. Outreach materials developed.

9.5 Other Required Data

The Contractor shall track other data and reporting elements to be determined by HHSC and will report on progress and services related to additional initiatives or federal grant deliverables introduced during the contract period.

10 Staffing Requirements

The Contractor must ensure ADRC staff meet the specific qualifications necessary to carry out the functions for each of the core services. Further, the Contractor must maintain adequate personnel documentation in accordance with standard human resources best practices.

10.1 Staffing Plan

The Contractor must develop and maintain a written staffing plan that:

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A. Defines the required qualifications, skills, and duties of each staff position, including the skills needed to serve the target populations and individuals who are difficult to serve.

B. Indicates if a position is full- or part-time.

C. Indicates which positions are filled by paid employees and which are filled by volunteers.

D. Includes an up-to-date organizational chart showing the names and positions of all personnel assigned to this contract, the lines of reporting, and key personnel.

E. Provides sufficient ADRC staffing to support the service area, unique populations within the service area, phone-call volume, and other ADRC services.

F. Allocates key personnel and their percentage of time to this contract, which must be approved by HHSC. If 100 percent of a staff person's time will be dedicated to the contract, they will not be permitted to manage, oversee, or participate in other projects, contracts, or initiatives.

The Staffing Plan shall be submitted to HHSC thirty (30) calendar days after contract execution, or by the date specified by HHSC, and thirty (30) business days prior to the end of each operational year. Ongoing Staffing Plan updates and changes shall be submitted to HHSC for approval at least fourteen (14) calendar days before a change becomes effective.

10.1.1 Staffing Plan Update Requirements

To establish strong accountability controls, the Contractor must report to HHSC any changes in organizational structure and/or key personnel. To fulfill this requirement, the Contractor must:

A. Submit notification to HHSC in writing within fourteen (14) calendar days that a key personnel vacancy will occur for any reason or prior to making any changes in key personnel other than changes due to resignation, death, or military recall. Notification must include a plan to recruit key personnel.

B. Submit an updated organizational chart as changes in personnel occur or as specified by HHSC.

C. Submit notification to HHSC in writing within ten (10) calendar days whenever key personnel are temporarily redirected to perform functions other than the responsibilities of their current position.

D. Ensure appropriate ADRC staff are available to meet with HHSC and that access to those staff by HHSC is not restricted.

10.2 General Knowledge and Skills Requirements

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All ADRC staff must have demonstrated skills and knowledge commensurate with their job responsibilities at the time of employment or have the potential of achieving the required skills and knowledge through training.

All staff providing ADRC services must demonstrate proficiency in interpersonal communication, both oral and written. At a minimum, they must also have a general knowledge of:

A. The purpose of the ADRC program and the services it provides;

B. The aging process;

C. Disability definitions, concepts, etiquette, and independent living philosophy;

D. Person-centered concepts;

E. Characteristics of the target populations served by the ADRC;

F. Interviewing techniques;

G. Cultural competence;

H. Children's services delivery systems;

I. Veterans service delivery systems;

J. The indications of abuse and exploitation;

K. Mandated reporting protocols of Adult Protective Services and Child Protective Services;

L. Crisis intervention systems available through local mental health authorities;

M. Crisis intervention techniques;

N. Clients rights and grievance procedures;

O. The Texas aging service delivery system, including long-term care;

P. Disability-related service delivery systems such as Independent Living Centers, developmental disability resources, and mental health resources; and

Q. Other services funded by HHSC and service delivery systems within the community.

10.3 Information, Referral and Assistance Staff Requirements

All ADRC staff providing information, referral and assistance services must have the "Certification for Community Resource Specialist – Aging/Disabilities" (CRS-A/D)" provided through the Alliance of Information and Referral Systems (AIRS) (http://www.airs.org/). This certification is designed for staff who meet the basic criteria for

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an IR&A specialist and who also have in-depth knowledge related to working directly with clients and caregivers within the aging and disabilities areas.

Staff who do not have the CRS-A/D certification when hired must be prepared to take the certification exam within two years of starting employment, dependent upon meeting additional criteria (i.e., educational level, length of employment).

10.4 Additional Requirements for Housing Navigator Staff

In addition to the general knowledge and skills requirements in Section 9.2, ADRC staff conducting housing navigator activities must have the following qualifications or the potential to achieve them within the first year of employment:

A. Knowledge of U.S. Housing and Urban Development (HUD) programs and policies;

B. Knowledge of Public Housing Authorities (PHAs) programs, policies, and procedures;

C. The ability to review, analyze, and provide public comment on consolidated plans, Public Housing Authority plans, and Low-Income Housing Tax Credit Program applications;

D. An understanding of LTSS and Medicaid criteria;

E. Knowledge of services available for individuals with disabilities;

F. The ability to facilitate meetings on complex housing issues; and,

G. Skills in advocating for affordable, accessible, and integrated housing for individuals with disabilities.

10.5 Criminal Background Check Requirement

The Contractor must have a written policy and procedure in place to ensure criminal background checks are performed on all potential staff and volunteers. The policy must cover the kinds of conduct that will disqualify an individual from being employed or volunteering to provide ADRC services, and the procedure must include the steps the Contractor will take to conduct the background check.

The Contractor must submit their Criminal Background Check Policy to HHSC thirty (30) calendar days after contract execution, or by the date specified by HHSC. HHSC will review the Contractor's Criminal Background Check Policy and may reject it or require changes to it. Ongoing Criminal Background Check Policy updates and changes shall be submitted to HHSC for approval at least fourteen (14) calendar days before a change becomes effective.

10.6 Staff and Volunteer Personnel Files

The Contractor must create and maintain a personnel file for each ADRC staff person and volunteer that includes:

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A. Evidence of a criminal background check;

B. An up-to-date job description outlining responsibilities, essential job functions, and lines of accountability;

C. Training documentation; and

D. Standardized observation and performance appraisal forms. Staff evaluations will address specific responsibilities, roles, and job functions outlined in the individuals' job descriptions and will be conducted, at a minimum, on an annual basis.

11 Staff Development

The Contractor must ensure staff meet specific qualifications for the various ADRC functions and commits to ongoing training to develop and enhance staff capacity. The Contractor must maintain adequate personnel documentation in accordance with standard human resources best practices.

11.1 Staff Training Requirements

The Contractor will develop and maintain a Staff Training Plan for ensuring training and continuing education opportunities for ADRC staff that will lead to expanded professional capacity and in-depth expertise. At a minimum, the plan should address the job-related knowledge and competencies required to achieve organizational goals and objectives, as well as the requirements set forth herein. All training must be approved in advance by HHSC as meeting the necessary requirements.

The Staff Training Plan shall be submitted to HHSC sixty (60) calendar days after contract execution, or by the date specified by HHSC. Ongoing Staff Training Plan updates and changes shall be submitted to HHSC for approval at least fourteen (14) calendar days before a change becomes effective.

11.1.1 Military Cultural Competence Training

The Contractor shall ensure all staff have training in military cultural competence to assist them in better understanding, communicating with, and effectively interacting with service members and their families. The course shall provide an overview of military culture to include:

A. Organizational structure;

B. Rank;

C. Branches of service;

D. Core values;

E. Demographics; and

F. Similarities and differences between the Active and Reserve components.

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ADRC staff must complete this training requirement within three (3) months of the contract start date. New employees hired after the contract start date must complete this requirement within three (3) months of their date of hire.

11.1.2 Training on Special Populations

In addition to the general knowledge and skills requirements in Section 9.2, the Contractor will ensure ADRC staff receive additional training on the unique challenges and service needs of the following special populations:

A. Children and youth with disabilities;

B. Family caregivers; and

C. Non-Medicaid clients.

HHSC reserves the right to add additional training requirements related to serving children and youth with disabilities, and their families.

11.2 Additional Training Requirements

The Contractor shall participate in additional trainings as deemed necessary by HHSC. Content may be related to new projects, initiatives, performance measures, or additional quality improvement activities.

12 Additional Contractor Requirements

The Contractor shall participate in additional required activities in support of the ADRC function.

12.1 Advisory Committee Meetings

The Contractor is required to participate in quarterly meetings of the state ADRC Advisory Committee to provide input and consult with Committee members regarding ADRC strategic plan goals, operational design, and implementation of special initiatives.

12.2 Monthly ADRC Webinar Meetings

The Contractor must participate in monthly meetings with HHSC staff via webinar. No monthly meetings will be held in months during which the ADRC Advisory Committee meets.

12.3 Other Federal Funding Opportunities

HHSC may request the Contractor's participation in other appropriate federal programs. The Contractor must comply with the standards and reporting requirements for all federal grants requiring ADRC participation or grants through which the ADRC receives funds.

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12.4 Participation in Time Studies

The Contractor shall participate in any time studies required by HHSC pertaining to ADRC services.

13 Contract Record Retention

As indicated in **Attachment E, HHSC Uniform Terms and Conditions - Grant**, the Contractor will keep and maintain under the Generally Accepted Accounting Principles (GAAP) or the Governmental Accounting Standards Boards (GASB), as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statues. Unless otherwise specified in this Contract, the Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

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Budget Summary

Legal Name:	Deep East Texas Council of Governments PSA#15
Address 1:	210 Premier Dr
Address 2:	
City, State, Zip:	Jasper Tx 75951
Contract Number:	N/A
Tax ID Number:	1751251001

TOTAL

Cost Categories	Total Budget Requested
A. Personnel	$72 913.50
B. Fringe Benef ts	$27 699.8
C. Travel	$ 72. 5
D. Equipment	$0.00
E. Supplies	$18 .05
F. Prof&Cont	$3 671. 6
G. Other	$13 929.91
H. Total D rect Costs:	$122 871.21
I. Ind rect Costs	$36 723.87
J. Total (Sum of H and I)	**$159,595.08**

State General Revenue (SGR)

Cost Categories	Total Budget Requested
A. Personnel	$3 399.38
B. Fringe Benef ts	$13 068.32
C. Travel	$2 671.08
D. Equipment	$0.00
E. Supplies	$1 0.37
F. Prof&Cont	$0.00
G. Other	$6 56.00
H. Total D rect Costs:	$56 735.15
I. Ind rect Costs	$17 325.71
J. Total (Sum of H and I)	**$74,060.86**

Housing Navigator

Cost Categories	Total Budget Requested
A. Personnel	$18 60.92
B. Fringe Benefits	$7 013.30
C. Travel	$1 686.00
D. Equipment	$0.00
E. Suppl es	$ 0.70
F. Prof&Cont	$0.00
G. Other	$ 086.29
H. Total Direct Costs:	$31 287.21
I. Indirect Costs	$9 298.09
J. Total (Sum of H and I)	**$40,585.30**

Local Contact Agency

Cost Categories	Total Budget Requested
A. Personnel	$ 562.25
B. Fringe Benefits	$1 733.20
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Prof&Cont	$0.00
G. Other	$132.71
H. Total Direct Costs:	$6 28.16
I. Indirect Costs	$2 297.8
J. Total (Sum of H and I)	**$8,726.00**

MIPPA

Cost Categories	Total Budget Requested
A. Personnel	$6 121.71
B. Fringe Benefits	$2 325.6
C. Travel	$107.37
D. Equipment	$0.00
E. Supplies	$0.00
F. Prof&Cont	$0.00
G. Other	$976.00
H. Total Direct Costs:	$9 530.72
I. Indirect Costs	$3 083.28
J. Total (Sum of H and I)	**$12,614.00**

Promoting Independence

Cost Categories	Total Budget Requested
A. Personnel	$5 919.8
B. Fringe Benefits	$2 2 8.95
C. Travel	$8.00
D. Equ pment	$0.00
E. Suppl es	$0.00
F. Prof&Cont	$0.00
G. Other	$2 255.52
H. Total Direct Costs:	$10 32.31
I. Indirect Costs	$2 981.61
J. Total (Sum of H and I)	**$13,413.92**

SGR Respite

Cost Categories	Total Budget Requested
A. Personnel	$3 9. 0
B. Fringe Benefits	$1 310. 3
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$2.98
F. Prof&Cont	$3 671. 6
G. Other	$23.39
H. Total Direct Costs:	$8 57.66
I. Indirect Costs	$1 737.3
J. Total (Sum of H and I)	**$10,195.00**

Funding from Other Sources

Cost Categories	Total Budget Requested
A. Personnel	$67 789.26
B. Fr nge Benef ts	$25 753.1
C. Travel	$1 17.00
D. Equipment	$0.00
E. Supplies	$1.85
F. Prof&Cont	$0.00
G. Other	$3 629.80
J. Total (Sum of A and G)	**$98,591.05**

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Deliverable ID	Requirements	Due Date	Frequency
ADRC D-01 ADRC Infrastructure	The Grantee may observe other holidays if notice is provided to HHSC thirty (30) calendar days, in writing, in advance of the holiday. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 2.1, Physical Location and Hours of Operation.	Within 30 calendar days of occurrence	**As Required**
ADRC D-02 Quality Monitoring	The Grantee shall submit to HHSC the initial Contract Monitoring Questionnaire within thirty (30) calendar days after contract execution and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 7.1, Contract Monitoring Questionnaire.	Within 30 calendar days after contract execution Annually, no less than 60 calendar days prior to the end of each state fiscal year	**One-time** **Annually**
ADRC D-03 Performance and Data Reporting	On a quarterly basis, the Grantee shall submit to HHSC the ADRC Quarterly Performance and Fiscal Report. The reports will be due on the 20th day of the month following the quarter. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 9.1, ADRC Quarterly Performance and Fiscal Reports, and Section 9.1.1, Required Data Elements.	By the 20th day of the month following the quarter	**Quarterly**
ADRC D-04	On a quarterly basis, the Grantee will submit to HHSC the Quarterly MFP Local Contact Agency Report. The reports	By the 15th day of the month following the	**Quarterly**

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Deliverable ID	Requirements	Due Date	Frequency
Performance and Data Reporting	will be due on the 15th day of the month following the quarter. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 9.2, Quarterly MFP Local Contact Agency Report, and Section 9.2.1, Required Data Elements.	quarter	
ADRC D-05 Performance and Data Reporting	On a quarterly basis, the Grantee will submit to HHSC the Quarterly MFP Housing Navigation Report. The reports will be due on the 15th day of the month following the quarter. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 9.3, Quarterly MFP Housing Navigation Report, and Section 9.3.1, Required Data Elements.	By the 15th day of the month following the quarter	**Quarterly**
ADRC D-06 Performance and Data Reporting	On a semi-annual basis, the Grantee will submit to HHSC the Mid-Year and Year-End MIPPA Reports The reports will be due on the 15th day of the month following the period for which the report is due. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 9.4, Mid-Year and Year-End MIPPA Reports and Section 9.4.1, Required Data Elements.	By the 15th day of the month following the period for which the report is due	**Bi-Annually**
ADRC D-07 ADRC Infrastructure	The Grantee shall notify HHSC within 5 business days of potential situations in which the call volume increases to a level that prohibits ADRC staff from returning voicemails within 2 business days. The Grantee shall meet all requirements outlined in,	Within 5 business days of occurrence	**As Applicable**

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Deliverable ID	Requirements	Due Date	Frequency
	Attachment A, ADRC, Statement of Work, Section 2.7.1, Call Volume Contingency Plan.		
ADRC D-08 Community Collaboration	The Grantee shall provide the names and stakeholder designations of their local advisory group members within sixty (60) calendar days after contract execution and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 4.3, ADRC Local Advisory Group.	Within 60 calendar days after contract execution Annually, thereafter, no less than 60 calendar days prior to the end of each state fiscal year	**One-time** **Annually**
ADRC D-09 Provision of Core Services	The Grantee shall submit a project plan for providing TLRCP services within sixty (60) days after contract execution and within sixty (60) calendar days prior to the end of each state fiscal. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 5.2.2, TLRCP Service Provision.	Within 60 calendar days after contract execution Within sixty (60) calendar days prior to the end of each operational year At least 60 business days before a change becomes effective	**One-time** **Annually** **As Required**
ADRC D-10 Quality Monitoring	The Grantee shall submit a plan for monitoring the quality of services provided by ADRC staff. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 7, Quality Monitoring.	At least 30 business days before a change becomes effective	**As Required**

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Deliverable ID	Requirements	Due Date	Frequency
ADRC D-11 Plan of Operation	The Grantee shall submit a cultural competence plan for equitably serving all individuals annually no less than 60 calendar days prior to the end of each state fiscal year. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 3.4, Cultural Competence.	Annually thereafter no less than 60 calendar days prior to the end of each state fiscal year.	**Annually**
ADRC D-12 Invoicing	The Grantee shall submit a request for reimbursement (RfR) and supporting documentation for payment within 20 calendar days of the month following the month of service or month of expenditure. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 8, Invoicing.	Within 20 calendar days of the month following the month of service.	**Monthly**
ADRC D-13 Invoicing	The Grantee shall submit a revised budget and request for approval for budgetary adjustments exceeding 25% of the total allocation within each funding source within 10 business days from identification of the needed budget adjustment. The Grantee shall meet all requirements outlined in, Attachment A, ADRC, Statement of Work, Section 8, Invoicing.	Within 10 business days from identification of needed budget adjustment.	**As Required**
ADRC D-14 Staffing Requirements	The grantee shall submit a final Staffing Plan to HHSC thirty (30) calendar days after contract execution, or date specified by HHSC, and thirty (30) business days prior to the end of each state fiscal year. Ongoing Staffing Plan updates and changes shall be submitted to HHSC for approval at least	Within 30 calendar days after contract execution or date specified by HHSC	**One-Time**

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Deliverable ID	Requirements	Due Date	Frequency
	fourteen (14) calendar days before a change becomes effective. *The organizational chart must designate Key Personnel.* The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 10, Staffing Requirements	Thirty (30) business days prior to the end of each operational year At least fourteen (14) calendar days before a change becomes effective	**Annually** **As Required**
ADRC D-15 Plan of Operation	The Grantee shall submit, implement, and maintain a Disaster Recovery and Business Continuity Plan specific to the transition and on-going operations within fifty (50) calendar days after contract execution or by the date specified by HHSC, and an updated plan annually, thereafter within thirty (30) calendar days prior to the end of each operational year. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 3.1, Disaster Recovery and Business Continuity.	Within 50 calendar days after contract execution or date specified by HHSC Within 30 calendar days prior to the end of each operational year of the contract	**One- time** **Annually**
ADRC D-16 Plan of Operation	The Grantee shall develop and maintain an HHSC approved Plan of Operation. A final plan shall be submitted within 30 business days after execution of the contract. On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 3, Plan of Operation	Within 30 business days before a change becomes effective. As Required	**One-time** **As Required**

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Deliverable ID	Requirements	Due Date	Frequency
ADRC D-17 Plan of Operation	The Grantee shall provide a final Transition Plan within thirty (30) business days after the date of contract execution. Ongoing plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 3.2, Transition Plan.	Within 30 business days after the date of contract execution At least thirty (30) business days before a change becomes effective	**One-time** **As Required**
ADRC D-18 Turnover Plan	The Grantee shall submit to HHSC a final Turnover Plan within thirty (30) business days after execution of the contract; and annual updates thereafter within sixty (60) calendar days prior to the end of each operational year of the contract. The Grantee shall also submit a "ready to execute" Turnover Plan six (6) months prior to the end of the contract or upon request by HHSC. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 3.3, Turnover Plan.	Within 30 business days after execution of the contract Within 60 calendar days prior to the end of each operational year of the contract Six (6) months prior to the end of the contract or upon request by HHSC	**One-time** **Annually** **As Required**
ADRC D-19 Quality Monitoring	The Grantee shall notify HHSC within 10 business days of receipt of any validated complaint against the ADRC or any ADRC Staff. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 7.2, Client Feedback.	Within 10 business days of receipt	**As Required**

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Deliverable ID	Requirements	Due Date	Frequency
ADRC D-20 Community Collaboration	The Grantee shall establish a formal agreement between the ADRC and the Area Agency(ies) on Aging in the service region. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 4.1, Required ADRC Partners.	Within 60 business days after execution of the contract	**One-time**
ADRC D-21 Staff Development	The Grantee shall submit a Staff Training Plan to HHSC sixty (60) calendar days after contract execution, or date specified by HHSC. Ongoing Staff Training Plan updates and changes shall be submitted to HHSC for approval at least fourteen (14) calendar days before a change becomes effective. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 11, Staff Development	Within 60 calendar days after contract execution or date specified by HHSC At least fourteen (14) calendar days before a change becomes effective	**One-Time** **As Required**
ADRC D-22 Criminal Background Check Policy	The Grantee must submit the organization's Criminal Background Check Policy to HHSC thirty (30) calendar days after contract execution, or by the date specified by HHSC. The Grantee shall meet all requirements outlined in Attachment A, ADRC, Statement of Work, Section 10.5, Criminal Background Check Requirement.	Within 30 calendar days after contract execution or date specified by HHSC	**One-time**

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ATTACHMENT D

KEY PERFORMANCE REQUIREMENTS (KPR)

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ADRC KPR 1	
Reporting Period	As Required
Service/Component	Official Correspondence State Action Request (SAR) or Vendor Action Request (VAR) Response
Performance Standard	Grantee shall submit complete and accurate responses to any SAR or VAR Response memos no later than ten (10) calendar days after the grantee's receipt of the request or by the date specified by HHSC. *Note: Grantee shall submit written request for extension of a High Priority deadline that specifies the estimated date of completion and reasons for extension no later than three (3) hours after grantee receives the SAR or VAR Response.*
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Calculation/ Reporting Process	Compliance with this KPR is determined by comparing the submission date of the SAR or VAR Response from the grantee via the formal communication process to the established due date. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 2	
Reporting Period	As Required
Service/Component	Formal Communication
Performance Standard	Grantee shall submit ad hoc reports and respond to Legislative inquiries and other high priority requests within three (3) business days from the time of the request or by the date specified by HHSC, for data or reports that already exist and are produced. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Calculation/Reporting Process	Compliance with this KPR is determined by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 3	
Reporting Period	Quarterly
Service/Component	ADRC Infrastructure
Performance Standard	Grantee shall return 90% of voicemails within 2 business days of receipt.
Measurement of Non-compliance	Any percentage point under 90% on a daily basis
Calculation/Reporting Process	Compliance with this KPR is determined by HHSC on a quarterly basis by comparing the date of receipt of a voicemail compared to the date of the returned phone call on Attachment C - Contract Deliverables, ADRC D-03. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 4	
Reporting Period	As Required
Service/Component	Performance and Data Reporting
Performance Standard	As the Local Contact Agency, the Grantee shall respond to referrals from nursing facilities in their area within 14 calendar days of receipt.
Measurement of Non-compliance	Each calendar day for each instance of a late response, response being found unacceptable by HHSC, or failure to respond to the referral within 14 calendar days of receipt.
Calculation/Reporting Process	Compliance with this KPR is determined by the date of receipt compared to the date of response for referrals from nursing facilities on a quarterly basis in Attachment C - Contract Deliverables, ADRC D-04. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 5	
Reporting Period	Staffing Requirements
Service/Component	Information, Referral and Assistance Staff requirements
Performance Standard	All ADRC staff providing information, referral and assistance services must have the "Community Resource Specialist-Aging/Disability" (CRS-A/D) provided through the Alliance of Information and Referral Systems (AIRS) (http://www.airs.org/). Staff who do not have the CRS-A/D certification when hired must be prepared to take the certification exam within two years of starting employment, dependent upon meeting additional criteria (i.e., educational level, length of employment).
Measurement of Non-compliance	The date of hire to the date of CRS-A/D certification needing to be within 2 years.
Calculation/Reporting Process	Compliance will be determined by comparing the date of hire to the date of CRS-A/D certification. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 6	
Reporting Period	As required.
Service/Component	Required ADRC Partners
Performance Standard	ADRCs are required to meet monthly with the AAAs in their service regions, either in person or via conference call. The goal of these meetings is to identify areas of overlap in service provision and the strategies that will be implemented to create efficiencies and improve services. ADRCs must also collaborate with AAAs on opportunities to implement state and local initiatives to better serve the targeted population
Measurement of Non-compliance	Each calendar month during which meetings between the ADRC and AAAs do not occur.
Calculation/Reporting Process	Compliance with this KPR is determined by data included on the ADRC Quarterly Performance and Fiscal Report.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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ADRC KPR 7	
Reporting Period	As Required
Service/Component	Community Outreach
Performance Standard	The grantee shall submit an approval request for all outreach items before costs can be incurred.
Measurement of Non-compliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Calculation/Reporting Process	Compliance with this KPR is determined by comparing the submission date of the SAR or VAR Response via the formal communication process to the established date for incurred costs. All correspondence shall be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.
Remedies for Missed KPRs	To ensure compliance, HHSC may take the following actions in the event of non-compliance with any of the contract requirements, KPRs, or deliverables: • Suspending all or part of the contract; • Requiring the Successful Respondent to take specific corrective actions in order to remain in compliance with term of the contract; • Recouping payments made to the grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Project; • Imposing any other remedies authorized under this contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
HHSC Contact	HHSC Contract Manager

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TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS 4
1.1 Definitions 4
1.2 Interpretive Provisions 6
ARTICLE II. PAYMENT METHODS AND RESTRICTIONS 6
2.1 Payment Methods 6
2.2 Final Billing Submission 7
2.3 Financial Status Reports (FSRs) 7
2.4 Use of Funds 7
2.5 Use for Match Prohibited 7
2.6 Program Income 7
2.7 Nonsupplanting 8
2.8 Allowable Costs 8
2.9 Indirect Cost Rates 8
ARTICLE III. STATE AND FEDERAL FUNDING 8
3.1 Funding 8
3.2 No Debt Against the State 8
3.3 Debt and Delinquencies 8
3.4 Recapture of Funds 8
ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS 9
4.1 Allowable Costs. 9
4.2 Audits and Financial Statements 10
4.3 Submission of Audits and Financial Statements 11
ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS 11
5.1 General Affirmations 11
5.2 Federal Assurances 11
5.3 Federal Certifications 11
ARTICLE VI. INTELLECTUAL PROPERTY 11
6.1 Ownership of Work Product 11
6.2 Grantees Pre-existing Works 12
6.3 Agreements with Employees and Subcontractors 12
6.4 Delivery Upon Termination or Expiration 12
6.5 Survival 12

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE 13
7.1 Books and Records 13
7.2 Access to Records, Books, and Documents 13
7.3 Response/Compliance with Audit or Inspection Findings 13
7.4 SAO Audit 14
7.5 Confidentiality 14
ARTICLE VIII. CONTRACT MANAGEMENT AND EARLY TERMINATION 14
8.1 Contract Remedies 14
8.2 Termination for Convenience 14
8.3 Termination for Cause 14
ARTICLE IX. MISCELLANEOUS PROVISIONS 15
9.1 Amendment 15
9.2 Insurance 15
9.3 Legal Obligations 15
9.4 Permitting and Licensure 16
9.5 Indemnity 16
9.6 Assignments 16
9.7 Independent Contractor 17
9.8 Technical Guidance Letters 17
9.9 Dispute Resolution 17
9.10 Governing Law and Venue 17
9.11 Severability 17
9.12 Survivability 18
9.13 Force Majeure 18
9.14 No Waiver of Provisions 18
9.15 Publicity 18
9.16 Prohibition on Non-compete Restrictions 19
9.17 No Waiver of Sovereign Immunity 19
9.18 Entire Contract and Modification 19
9.19 Counterparts 19
9.20 Proper Authority 19
9.21 E-Verify Program 19
9.22 Civil Rights 19
9.23 System Agency Data 21

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 Interpretive Provisions

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 Payment Methods

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
   i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
   ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
   iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 Financial Status Reports (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 Use of Funds

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

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any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.

iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.

v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

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4.3 Submission of Audits and Financial Statements

A. Audits
Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:
i. HHS portal at: or,
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau
ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements
Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:
i. HHS portal at:
https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 Federal Certifications

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 Grantee's Pre-existing Works

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 Agreements With Employees and Subcontractors

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 Delivery Upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 Survival

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

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7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract 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, an 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.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;
ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Grantee found to be in error;
iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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9.4 Permitting and Licensure

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 Assignments

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.7 Independent Contractor

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 Dispute Resolution

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 Governing Law and Venue

The Contract 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 the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 Severability

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

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 Survivability

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 Force Majeure

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract 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, fires, explosions, hurricanes, floods, failure of transportation, 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.

9.14 No Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 Publicity

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency 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.
B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

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9.16 Prohibition on Non-compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract 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. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 Proper Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-Verify Program

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

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

9.22 Civil Rights

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced 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 may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. 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. State and federal 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. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee 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 HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support- services/civil-rights/publications

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. 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 shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee 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 ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

9.23 System Agency Data

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to certifications, representations, or warranties, refer to Respondent.

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.
6. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by HHSC.
7. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

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8. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.

9. Respondent acknowledges all addenda and amendments to the Solicitation.

10. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

11. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

- □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- □ Agricultural products grown in Texas
- □ Agricultural products offered by a Texas bidder
- □ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- □ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- □ Texas Vegetation Native to the Region
- □ USA-produced supplies, materials or equipment
- □ Products of persons with mental or physical disabilities
- □ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- □ Energy efficient products
- □ Rubberized asphalt paving material
- □ Recycled motor oil and lubricants
- □ Products produced at facilities located on formerly contaminated property
- □ Products and services from economically depressed or blighted areas
- □ Vendors that meet or exceed air quality standards
- □ Recycled or reused computer equipment of other manufacturers
- □ Foods of higher nutritional value
- □ Commercial production company or advertising agency located in Texas

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

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13. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

15. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

    Name: _____ SSN: _____

    Name: _____ SSN: _____

    Name: _____ SSN: _____

    Name: _____ SSN: _____

    FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

    If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

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

17. Respondent certifies that it is not listed on the federal government’s terrorism watch list as described in Executive Order 13224.

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

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

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

21. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.

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

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

24. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

25. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

    • providing equivalent access for effective use by both visual and non-visual means;
    • presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
    • being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

    For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

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In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

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

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

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

29. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

30. Respondent understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

31. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

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

33. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation.

34. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

    (a) all persons employed by Respondent to perform duties within Texas; and

    (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

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

36. Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.

37. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

38. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to

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sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent: _____

Signature of Authorized Representative	**Date Signed**
Printed Name and Title of Authorized Representative	**Phone Number**
Federal Employer Identification Number	**Fax Number**
DUNS Number	**Email Address**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

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Health and Human Services Commission
Special Conditions
Version 1.1

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions – Version 2.16.1

Article I. SPECIAL DEFINITIONS AND SUPPLEMENTAL CONDITIONS

Section 1.01 Definitions

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section Section 3.01 of these Special Conditions.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"System Agency" means the Texas Health and Human Services Commission, its officers, employees or authorized agents.

"UTC" means HHSC's Uniform Terms and Conditions –Grantee- Version 2.16

Section 1.02 Supplemental Conditions

1.02(a). Section 9.5 of HHSC Grantee Uniform Terms and Conditions – Version 2.16.1 is revised to read as follows:

9.5 INDEMNITY

A. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER

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FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

1.02(b). Section 9.17 of HHSC Grantee Uniform Terms and Conditions – Version 2.16.1 is revised to read as follows:

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract 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. System Agency does not waive any privileges, rights, defenses, or immunities Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. To the extent authorized by law, the provisions of this Section 9.17 applicable to the System Agency and the State are extended to Grantees that are governmental entities.

1.02(c). Section 9.2 of HHSC Grantee Uniform Terms and Conditions – Version 2.16.1 is revised to read as follows:

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. **Governmental entities may use an established self-insurance program to satisfy this requirement.** Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or

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regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

Section 2.01 Qualifications

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 Conduct and Removal

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

Article III. MISCELLANEOUS PROVISIONS

Section 3.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 3.02 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee

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and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 3.03 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

Article IV. DSHS LEGACY PROVISIONS

Section 4.01 Notice of Criminal Activity and Disciplinary Actions

(a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

(b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 4.02 Notice of IRS or TWC Insolvency

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

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Section 4.03 Disaster Services

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Mental health and substance abuse;
d. Public health information;

Section 4.04 Services and Information for Persons with Limited English Proficiency

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 4.05 Interim Extension Amendment

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 4.06 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards

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Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
c) Applying to all employees and visitors in this designated area; and
d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

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OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Lonnie Hunt 7114C728DCF0463...	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Deep East Texas Council of Governments and Economic Development District	August 20, 2019

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TEXAS
Health and Human Services

Dr. Courtney N. Phillips, Executive Commissioner

Request for Applications (RFA)

For

Aging and Disability Resource Center (ADRC) Services
RFA No. HHS0002702

Date of Release:
Friday, February 22, 2019

Responses Due:
Friday, March 15, 2019 by 2:00 p.m.

NIGP Class/Item Codes:
952/59 Human Services- Human Services (Not Otherwise Classified)

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Table of Contents

Article 1. Executive Summary, Definitions, and Authority 4
1.1 Executive Summary 4
1.2 Definitions 4
1.3 Authority 5
Article 2. Scope of Grant Award 6
2.1 Description of services 6
2.1.1 Program Background 6
2.1.2 Service Delivery 6
2.2 Grant Award and Term 6
2.2.1 Available Funding 6
2.2.2 Grant Term 7
2.3 Eligible Applicants 7
2.4 Program Requirements 7
2.5 Scope 7
2.5.3 Contract Monitoring Questionnaire 9
2.5.4 Formal Communication 9
2.5.4 Contract Records Retention 10
2.6 Key Performance Requirements 10
2.7 Prohibitions 11
2.8 Standards 12
2.9 Data Use Agreement 12
2.10 No Guarantee of Volume, Usage or Compensation 13
Article 3. Administrative Information 14
3.1 Schedule of Events 14
3.2 Changes, Amendment or Modification to Solicitation 14
3.3 Irregularities 14
3.4 Inquiries 14
3.4.1 Point of Contact 14
3.4.2 Prohibited Communications 15
3.4.3 Questions 15
3.4.4 Clarification request made by Respondent 16
3.4.5 Responses 16
3.4.6 Respondent Conference 16
3.5 Solicitation Response Composition 16
3.5.1 Generally 16
3.5.2 Submission in Separate Sections 17
3.6 Solicitation Response Submission and Delivery 17
3.6.1 Deadline 17
3.6.2 Labeling 17
3.6.3 Delivery 18
3.6.4 Alterations, Modifications, and Withdrawals 18
Article 4. Solicitation response evaluation and award Process 19
4.1 Generally 19
4.2 Eligibility Screening 19

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

4.2.1 Minimum Qualifications 19
4.3 Evaluation 19
4.4 Final Selection 20
4.5 Negotiation and Award 21
4.6 Questions or Requests for Clarification By the System Agency 21
Article 5. Narrative Proposal 22
5.1 Narrative Proposal 22
5.1.1 Executive Summary 22
5.1.2 Plan of Operation 22
Article 6. Required Respondent Information 23
6.1 Administrative Entity Information 23
6.2 Litigation and Contract History 23
6.3 Conflicts of Interest 23
6.4 Grant Application Disclosure 24
6.5 Affirmations and Certifications 24
Article 7. Expenditure proposal 25
7.1 Expenditure Proposal 25
7.2 Financial Capacity 28
7.3 Bonding 28
Article 8. General Terms and Conditions 29
8.1 General Conditions 29
8.1.1 Costs Incurred 29
8.1.2 Contract Responsibility 29
8.1.3 Public Information Act 29
8.1.4 News Releases 29
8.1.5 Additional Information 30
Article 9. Submission checklist 31
9.1 Submission Checklist 31

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

ARTICLE 1. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas Health and Human Services Commission (HHSC) seeks qualified applicants to provide Aging and Disability Resource Center (ADRC) services. Services shall be provided in accordance with the specifications contained in this RFA and in compliance with the ADRC Contract Requirements. It is HHSC's intent to execute cost reimbursement contracts with successful respondents.

To be considered for award, respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance**, of this solicitation and provide all other required information and documentation as set forth. Eligible applicants are limited to non-profit and governmental organizations.

1.2 DEFINITIONS

Refer to **Exhibit B, HHSC Uniform Terms and Conditions Grant, Exhibit C, Assurances Non-Construction, and Exhibit D HHSC Special Terms and Conditions,** for additional definitions. Additionally, as used in this solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Addendum" means a written clarification or revision to this solicitation issued by the System Agency.

"Consumer" means a member of the target population to be served by the Respondent's organization. For the purposes of this solicitation, a consumer is a person who is older, a person of any age with a disability, and family members who contact the ADRC for assistance.

"ESBD" means the Electronic State Business Daily, the electronic marketplace where State of Texas contract opportunities over $25,000 are posted. The ESBD may currently be accessed at http://www.txsmartbuy.com/sp

"Health & Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Key Personnel" means a Respondent organization's Project Contact, Fiscal Contact and Executive Director and/or any other key stakeholders in the Proposed Project.

"No Wrong Door System" or "NWD" represents a collaborative effort of the U.S. Administration for Community Living (ACL), the Centers for Medicare & Medicaid Services (CMS), and the Veterans Health Administration (VHA), to support state efforts to streamline access to long-term services and supports (LTSS) options for all populations and all payers.

"Project" means the work and activities for which grant funding is awarded and information provided as part of the response to this solicitation. During the open

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application period and before selection of grant recipients is made, the Project will be known as the "Proposed Project."

"Respondent" means the entity responding to this solicitation. May also be referred to as "Applicant."

"Solicitation" means this Request for Application including any Exhibits and Addenda.

"State" means the State of Texas and its instrumentalities, including HHSC - the System Agency - and any other state agency, its officers, employees, or authorized agents.

"Successful Respondent" means an organization that receives a grant award as a result of this RFA. May also be referred to as "Respondent", "Awarded Applicant", "Sub recipient" or "Grant Recipient".

1.3 AUTHORITY

The authority for this solicitation and resulting contract is based on Section 10202 of the Patient Protection and Affordable Care Act (Pub. L. 111-148, also known as The Affordable Care Act), which authorizes incentives to states to increase access to non-institutionally based LTSS. This solicitation and resulting contracts are also governed by federal, state, and local laws, including, but not limited to, the following:

A. Title 45 Code of Federal Regulations (CFR), Part 75;

B. Title 45 CFR, Part 1321;

C. Title 45 CFR, Part 91;

D. The Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, June 2004; see procurement library.

E. Applicable HHSC rules as published in Title 40 Part 1, Texas Administrative Code (TAC);

F. Federal Grant and Cooperative Agreement Act of 1977, now 31 U.S.C. §§ 6301-6308 ; and

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

ARTICLE 2. SCOPE OF GRANT AWARD

2.1 DESCRIPTION OF SERVICES

2.1.1 Program Background

ADRCs support the Texas "No Wrong Door" system, an original federal initiative, which is designed to streamline public access to long-term care and make it easier for individuals to navigate the complex system of services offered by government agencies, non-profit organizations, and other service providers. Understanding the available options and making decisions about healthcare, housing, transportation, and other long-term services and supports (LTSS) can be overwhelming; however, ADRCs provide objective information and assistance to help clients access the care they need to live in their communities.

2.1.2 Service Delivery

ADRCs use a person-centered service delivery model that takes into consideration an individual's goals, strengths, and preferences. Services are provided in a way that promotes the independence and dignity of the client, while exploring the full range of available LTSS options to meet the client's identified needs or situation. This approach empowers individuals and their caregivers to make informed choices about their long-term care.

In addition, ADRCs are expected to operate with a level of flexibility that allows them to assume new projects, duties, and responsibilities as opportunities are identified. ADRCs will be expected to work collaboratively with other HHSC funded programs (i.e., Area Agencies on Aging) to streamline resources and provide comprehensive assistance to consumers.

2.2 GRANT AWARD AND TERM

2.2.1 Available Funding

The estimated total amount of funding available for the ADRC program is **SIX MILLION FIVE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS ($6,546,286.00)** per year for a maximum total of **THIRTY-TWO MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS ($32,731,430.00**) for five (5) years.

It is HHSC's intention to make multiple awards. The estimated amounts of funding available for each ADRC region and the funding sources are identified in **Exhibit E, ADRC Regions and Funding Estimates.**

Reimbursement will only be made for those allowable expenses that occur within the term of the grant. No pre-award spending will be allowed. The total amounts listed above include the initial two (2) year term, from **September 1,**

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2019, through **August 31, 2021**, with the option to extend one (1) year for up to three (3) years, ending on **August 31, 2024**.

Anticipated award amounts are based on available funding and the projected population to be served. The initial award will cover expenses occurring within the first year of the contract and awards for later years will be made by contract amendment. The specific dollar amount to be awarded to the successful respondent may depend upon the merit and scope of the proposed project. Portions of the available funding are grant-restricted and must be used for the provision of specific ADRC activities. Award amounts are subject to change at the discretion of HHSC.

2.2.2 Grant Term

It is anticipated the grant funding period for this program will begin **September 1, 2019**, and continue through **August 31, 2021.** HHSC may exercise its option to extend any contract awarded pursuant to this solicitation with the option to extend one (1) additional year for up to three (3) years, ending on August 31, 2024.

2.3 Eligible Applicants

23.1 Non-profit and governmental organizations are the only entities eligible to submit proposals in response to this solicitation. Respondents must have or propose to have offices, chapters or affiliates in the ADRC region in which the respondent is proposing to provide services at the time of contract execution.

23.2 Respondents may submit proposals to provide services in the ADRC regions and associated counties identified in **Exhibit E, ADRC Regions and Funding Estimates**.

2.4 Program Requirements

To meet the mission and objectives of the ADRC program, successful respondents must be in compliance with the requirements of **Exhibit F, Contract Requirements**.

2.5 Scope

2.5.1 ADRCs serve all individuals and their families, regardless of age, income, and disability. Services are primarily focused to the following target populations:

A. Individuals who are older;

B. Individuals with intellectual disabilities, developmental disabilities, physical, and/or chronic diseases or conditions;

C. Family caregivers;

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D. Veterans;

E. Families with children who have special needs; and

F. Other individuals planning for future LTSS needs.

2.5.2 Contract Requirements

This solicitation requires the successful respondents to develop, implement, and administer the operations of an ADRC in at least one of the ADRC regions identified in this solicitation. Selected respondents shall have the appropriate leadership and management structure to ensure comprehensive oversight of service delivery in accordance with the specifications contained in **Exhibit F, Contract Requirements**. Additionally, the respondent's staff must have the knowledge, skills, resources, and abilities to provide all of the following core services:

A. Specialized Information, Referral and Assistance (IR&A) – ADRCs provide individuals with up-to-date information on the LTSS services and resources available to them in their communities. IR&A specialists use a person-centered approach to assess the capacities and challenges of clients and provide objective information and assistance to help them make informed decisions about their long-term care needs.

B. Referral to Respite Care services – Respite care supports families caring for an individual of any age with a chronic health condition or a disability. It allows caregivers to take a break while a provider cares for their loved ones. ADRCs assess caregivers' eligibility for services and provide referrals to community providers for respite care and other services that support caregivers.

C. Local Contact Agency functions – As the Local Contact Agency (LCA), ADRCs provide transition planning and person-centered options counseling to assist non-Medicaid, Medicare, and private-pay nursing facility residents who need assistance transitioning into community living. LCA services are more in-depth and usually require follow-up sessions with clients to ensure they are successful in meeting their goals.

D. Housing Navigation activities – ADRC Housing Navigation activities focus on opportunities to increase accessible, integrated and affordable housing in the local area. ADRC staff must maintain inventories of available housing in their areas, participate in local coalitions that advocate for affordable housing, and develop and maintain working relationships with key stakeholders, including housing authorities, property owners, developers, and state and local lawmakers. In addition, housing navigation staff analyze complex housing policies and plans, and provide public input to city planners and other policy makers.

E. Outreach and Education activities under the Medicare Improvements for Patients and Providers Act (MIPPA) – ADRCs facilitate and participate in

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

community events to provide outreach and education to Medicare beneficiaries, particularly those with limited incomes who may be eligible for the Low-Income Subsidy program (LIS), Medicare Savings Program (MSP), and Medicare Prescription Drug Coverage (Part D). Outreach activities must also provide information on disease prevention and promotion of wellness.

F. Pilot programs and local initiatives that target underserved populations – ADRCs also may provide other programs or services that meet the unique needs of their communities. For instance, ADRCs in communities with a high number of military personnel and veterans have implemented programs to provide specialized assistance to these populations. Other local initiatives have targeted Native American, refugee, and non-English speaking populations.

2.5.3 Contract Monitoring Questionnaire

A. Successful respondents must comply with all applicable cost principles, audit requirements, and administrative requirements listed under terms and conditions. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring system. The **Exhibit G, Contract Monitoring Questionnaire (CMQ)**, is part of the risk evaluation process and provides detailed information regarding internal controls and other general processes important to contracting.

B. The successful respondent must submit the initial CMQ within thirty (30) calendar days after contract execution or by the date specified by HHSC, and annually thereafter within sixty (60) calendar days prior to the end of each state fiscal year.

2.5.4 Formal Communication

A. Successful respondents must follow a formal communication process with HHSC for receipt and response to requests for information, work products, deliverables, updates, and other required correspondence related to performance of contract requirements. HHSC will issue State Action Requests (SARs) or Vendor Action Requests (VARs) Responses. The successful respondent's response should describe how the respondent will follow and manage formal communication with HHSC.

B. In addition to the requirements stated above, the successful respondent must:

1. Submit a complete and accurate responses to any SAR or VAR Response memos no later than ten (10) calendar days after the respondent's receipt of the request unless a specific date is specified in the request.
2. Submit a written request for extension of a SAR deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after the respondent receives the SAR.
3. Submit a written request for extension of a High Priority deadline that specifies the estimated date of completion and reasons for extension no

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

later than three (3) hours after the respondent receives the SAR or VAR Response.

4. Submit ad hoc reports and respond to Legislative inquiries and other high priority requests within three (3) business days from the time of the request or by the date specified by HHSC, for data or reports that already exist and are produced.
5. All correspondence must be sent to the HHSC ADRC SAR VAR email address at ADRC_SAR_VAR@hhsc.state.tx.us.

2.5.4 Contract Records Retention

As indicated in **Exhibit B, HHSC Uniform Terms and Conditions**, successful respondents will keep and maintain under the Generally Accepted Accounting Principles (GAAP) or the Governmental Accounting Standards Boards (GASB), as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statues. Unless otherwise specified in this Contract, successful respondents will maintain legible copies of its Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

2.6 KEY PERFORMANCE REQUIREMENTS

2.6.1 Monitor of Performance

HHSC will monitor the performance of contracts awarded under this RFA. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. The successful respondent shall ensure services are provided at least at the level established for ADRC approved goals and outcomes. The Successful Respondent shall report on key performance requirements and outcomes in accordance to the workmanship and performance outlined within **Exhibit H, Key Performance Requirements (KPRs)**, and **Exhibit I, Deliverables** and outlined below:

A. All Services and Deliverables provided under the agreement will be provided in a manner consistent with the standards of quality and integrity as outlined in the Agreement, the solicitation, and the Successful Respondent's Proposal.

B. All Services and Deliverables must meet or exceed the required level of performance specified in or under the Agreement, and will meet or exceed HHSC's Mission and Objectives, as set forth in the solicitation.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

C. The Successful Respondent will perform the Services in a workmanlike manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in the Agreement.

2.7 PROHIBITIONS

2.7.1 Grant funds may not be used to support the following services, activities, and costs:

A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
B. Lobbying Activity, which involves direct communication with and preparation for direct communication with a member of legislative or executive branch to influence legislation or administrative action;
C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
D. Vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol);
E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
G. Promotional gifts;
H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
I. Membership dues for individuals;
J. Any expense or service that is readily available at no cost to the grant project;
K. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
L. Fundraising; and
M. Any other prohibition imposed by federal, state, or local law.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

2.8 STANDARDS

Successful respondents must comply with the requirements applicable to this funding source cited in the Uniform Grant Management Standards (UGMS, located in the procurement library), and all statutes, requirements, and guidelines applicable to this funding.

Successful respondents are required to conduct contract activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the HHSC Civil Rights Office website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, successful respondents must provide the HHSC Civil Rights Office with copies of all the respondent's civil rights policies and procedures. Successful respondents must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st 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

Successful respondents must ensure its policies do not have the effect of excluding or limiting the participation of persons in the respondent's programs, benefits, or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Respondents must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2.9 DATA USE AGREEMENT

By entering into a contract with HHSC as a result of this solicitation, the successful respondent agrees to be bound by the terms of **Exhibit J, Data Use Agreement**. All successful respondents are also required to complete **Exhibit J, Attachment A**, **HHS Enterprise Data Use Agreement Security and Privacy Initial Inquiry (SPI) Form**.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

2.10 NO GUARANTEE OF VOLUME, USAGE OR COMPENSATION

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any successful respondent under an awarded Grant, if any, resulting from this solicitation. Any awarded Grant is subject to appropriations and the continuing availability of funds.

HHSC reserves the right to cancel, make partial award, or decline to award a Grant under this solicitation at any time at its sole discretion.

There should be no expectation of additional or continued funding on the part of the successful respondent. Any additional funding or future funding may require submission of an application through a subsequent RFA.

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ARTICLE 3. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Release Date	February 22, 2019
Respondent Conference (optional)	Week of March 4-8, 2019
Deadline for Submitting Questions	March 11, 2019 by 5:00 p.m.
Answers to Questions Posted	March 13, 2019
Deadline for submission of Solicitation Responses [NOTE: Responses must be RECEIVED by HHSC by the deadline.]	March 15, 2019 @ 2:00 p.m.
Anticipated Notice of Award	May – June 2019
Anticipated Contract Start Date	September 1, 2019

Note: These dates are a tentative schedule of events. HHSC reserves the right to modify these dates at any time upon notice posted to the ESBD, HHSC Grants, and Texas.gov eGrants websites. Any dates listed after the Solicitation Response deadline will occur at the discretion of HHSC and may occur earlier or later than scheduled without notification on the ESBD, HHSC Grants, and Texas.gov eGrants websites.

Note: You must use Google Chrome when navigating CPA websites, if applicable.

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

HHSC reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of HHSC and will post such on the ESBD, HHSC Grants, and Texas.gov eGrants websites. It is the responsibility of all respondents to periodically check the ESBD, HHSC Grants, and Texas.gov eGrants websites to ensure full compliance with the requirements of this solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in Section 3.1 as soon as possible so corrective addenda may be furnished to prospective respondents.

3.4 INQUIRIES

3.4.1 Point of Contact

All requests, questions or other communication about this solicitation shall be made in writing to HHSC's Point of Contact addressed to the person listed in Section 3.4.1. All communications between respondents and HHSC staff members concerning the

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solicitation are strictly prohibited, unless noted elsewhere in this RFA. **Failure to comply with these requirements may result in disqualification of the Respondent's Solicitation Response.**

Name:	Carolyn R. DeBoer
Title:	HHSC PCS Procurement Manager
Address:	1100 W. 49th Street Austin, TX 78756, MC: 2020
Phone:	(512) 406-2447
Email:	Carolyn.deboer@hhsc.state.tx.us

3.4.2 Prohibited Communications

All communications between respondents and HHSC staff members concerning the solicitation may not be relied upon and respondents should send all questions or other communications to the Point of Contact in Section 3.4.1. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of the Respondent's Solicitation Response.**

3.4.3 Questions

HHSC will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in Section 3.4.1 above and deadline listed in Section 3.1. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the format below. Submissions that deviate from this format may not be accepted:

A. Identifying Solicitation Number

B. Section Number

C. Paragraph Number

D. Page Number

E. Text of passage being questioned

F. Question

Note: Questions or other written requests for clarification must be received by the point of contact by the deadline set forth in Section 3.1, above. Please provide entity name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

3.4.4 Clarification request made by Respondent

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions.

3.4.5 Responses

Responses to questions or other written requests for clarification will be posted on the ESBD, HHSC, and Texas.gov eGrants websites. HHSC reserves the right to amend answers prior to the deadline of Solicitation Responses. Amended answers will be posted on the ESBD, HHSC, and Texas.gov eGrants websites. It is Respondent's responsibility to check the ESBD, HHSC, and Texas.gov eGrants websites for updated responses. HHSC also reserves the right to provide a single consolidated response of all similar questions in any manner at the sole discretion of HHSC.

3.4.6 Respondent Conference

HHSC will conduct an **optional** pre-submittal respondent conference in the month of March. The exact date and time will be issued through an addendum and posted to the ESBD, HHSC Grants, and Texas.gov eGrants websites.

3.5 Solicitation Response Composition

3.5.1 Generally

All applications must be:

A. Clearly legible;

B. Sequentially page-numbered and include the respondent's name at the top of each page;

C. Organized in the sequence outlined in Article 9 - Submission Checklist;

D. In Arial or Times New Roman font, size 12 or larger for normal text, and no less than font size 10 for tables, graphs, and appendices;

E. Blank forms provided in the attachments must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;

F. Correctly identified with the RFA number and submittal deadline;

G. Responsive to all RFA requirements; and

H. Signed by an authorized official in each place a signature is required (copies must be signed but need not bear an original signature).

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

3.5.2 Submission in Separate Sections

A. Applications in response to this solicitation must be separated into the following four sections:
   1. Narrative Proposal;
   2. Required Respondent Information,

      includes **Form A, Respondent Information.**
   3. Expenditure Proposal using **Exhibit K, Expenditure Proposal;** and
   4. Applicable Exhibits.

B. Paper documents (i.e., the original and all hard copies) must include dividers separating the application into the sections identified above. Electronic submissions must be separated per section via electronic medium used for submission (i.e., flash drive). Both forms must be submitted.

C. The entire Solicitation Response – all separated paper documents and electronic copies – must then be submitted in one package to HHSC at the address listed in Section 3.6.3. The number of copies and directions for submitting an "Original" and "Copies" are outlined in Article 9.

D. Page Limit and Supporting Documentation

   The Narrative Proposal should not exceed fifty (50) pages in length, not including appendices or attachments, and should be formatted at follows:
   a. 8 ½" x 11" paper;
   b. Arial or Times New Roman font, size 12 or larger for normal text;
   c. No less than font size 10 for tables, graphs, and appendices; and
   d. Single-sided.

3.6 Solicitation Response Submission and Delivery

3.6.1 Deadline

Solicitation Responses must be received at the address in Section 3.6.3 and time-stamped by HHSC no later than the date and time specified in Section 3.1.

3.6.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

SOLICITATION NO.: HHS0002702
SOLICITATION NAME: Aging and Disability Resource Centers (ADRC)
RESPONSE DEADLINE: March 15, 2019 @ 2:00 p.m.
FOR: Aging and Disability Resource Centers (ADRC)
PURCHASER'S: Carolyn R. DeBoer
RESPONDENT'S NAME:

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC. It is the respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC by the specified date and time.

3.6.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will **NOT** be considered.

U.S. Postal Service/Overnight/Express Mail/Hand Delivery
Health and Human Services Commission Procurement and Contracting Services Building ATTN: Response Coordinator 1100 W 49th. MC 2020 Austin, Texas 78756

Note: All submitted Solicitation Responses become the property of HHSC and will not be returned to Respondents.

3.6.4 Alterations, Modifications, and Withdrawals

Prior to the solicitation submission deadline, a respondent may:

A. Withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.1; or

B. Modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 3.1. HHSC may request Solicitation Response Modifications at any time.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

ARTICLE 4. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 GENERALLY

4.1.2 A three-step selection process will be used to evaluate all Solicitation Responses:

A. Eligibility screening;

B. Evaluation based upon specific selection criteria; and

C. Final Selection based upon State priorities.

4.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications and completeness. All complete applications meeting the minimum qualifications will move to the Evaluation stage.

4.2.1 Minimum Qualifications

A. Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, at the sole discretion of HHSC.

B. Respondents must be financially solvent and adequately capitalized; and

C. Respondents must be authorized to do business in the State of Texas.

4.3 EVALUATION

Applications will be evaluated and scored in accordance with the factors required by the Texas Procurement and Contract Management Guide, Version 1.1, and **Exhibit L, Evaluation Scoring Tool.**

4.3.1 Specific Selection Criteria

Grant applications shall be evaluated based upon the following best value criteria:

A. Respondent demonstrates the ability to provide quality Information, Referral and Assistance Services (**Exhibit F, Contract Requirements, Section 5.1, Information, Referral and Assistance Services**). **- 25%**

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B. Respondent provides a quality plan outlining the process and procedures for providing Respite Services. - **5%**
(**Exhibit F, Contract Requirements, Section 5.2.2, TLRCP Service Provision**).

C. Respondent provides a quality plan outlining the process and procedures for providing options counseling as the Local Contact Agency for their service area - **10%**
(**Exhibit F, Contract Requirements, Section 5.3.1, LCA Service Provision**).

D. Response demonstrates the respondent's ability to meet all expenditure requirements as outlined in RFA, section 7.1, Budget and Justification - **10%**
(**Exhibit K, Expenditure Proposal Template** in support of as defined in **Exhibit F, Contract Requirements, Section 3, Plan of Operation)**.

E. Respondent provides a quality plan outlining the process and procedures for providing housing navigation activities in their service area - **10%**
(**Exhibit F, Contract Requirements, Section 5.4.1, Housing Navigation Service Provision**).

F. Respondent provides a quality plan outlining the process and procedures for providing outreach and education activities under the Medicare Improvements for Patients and Providers Act in their service area - **10%**
(**Exhibit F, Contract Requirements, Section 5.5.1, MIPPA Services Provision**).

G. Respondent provides a quality plan outlining the process and procedures for providing community outreach and education in their service area - **10%**
(**Exhibit F, Contract Requirements, Section 6, Community Outreach**).

H. Response demonstrates the respondent's ability to meet **Exhibit H, Key Performance Requirements (KPRs)** and **Exhibit I, Deliverables** - **20%**

4.4 FINAL SELECTION

HHSC intends to make multiple awards, but reserves the right to make a single award, or make no awards from this RFA. After initial screening for eligibility, application completeness, and initial scoring of the elements listed above in Section 4.3, a selection committee will look at all eligible respondents to determine which applications should be awarded in order to most effectively accomplish state priorities. The selection committee will make award recommendations to the HHSC Executive Commissioner, who will have final approval on any awards.

HHSC will make all final funding decisions based on eligibility, geographic distribution across the state, state priorities, reasonableness, availability of funding, and cost-effectiveness.

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4.5 NEGOTIATION AND AWARD

The specific dollar amount awarded to each successful respondent will depend upon the merit and scope of the application, the recommendation of the Selection Committee, and the decision of the HHSC Executive Commissioner. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

4.5.1 Negotiation Phase

The negotiation phase will involve direct contact between the successful respondent and HHSC representatives in person. During negotiations, successful respondents may expect:

A. An in-depth discussion of the submitted proposal and budget; and
B. Requests from HHSC for clarification or additional detail regarding the submitted application.
C. The final funding amount and the provisions of the contract will be determined at the sole discretion of HHSC staff.
D. HHSC may announce tentative or apparent successful respondents once the HHSC Executive Commissioner has given approval to initiate negotiation and execute contracts.

4.5.2 Exceptions

Any exceptions to the requirements, terms, conditions, or certifications in the RFA or attachments, addendums, or revisions to the RFA or General Provisions, sought by the respondent must be specifically detailed in writing by the respondent on **Exhibit M, Exception and Assumptions Form** of this proposal and submitted to HHSC for consideration. HHSC will accept or reject each proposed exception. HHSC will not consider exceptions submitted separately from the respondent's proposal or at a later date.

HHSC will post to the ESBD, HHSC Grants, and Texas.gov eGrants Websites and may publicly announce a list of successful respondents whose applications are selected for final award. This posting does not constitute HHSC's agreement with all the terms of any respondent's application and does not bind HHSC to enter into a contract with any respondent whose award is posted.

4.6 QUESTIONS OR REQUESTS FOR CLARIFICATION BY THE SYSTEM AGENCY

HHSC reserves the right to ask questions or request clarification from any respondent at any time during the application process.

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ARTICLE 5. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Executive Summary

Respondents must include a high-level overview of the respondent's approach to meeting the RFA's requirements. The summary must demonstrate an understanding of the goals and objectives of the grant and must not exceed two (2) pages in length.

5.1.2 Plan of Operation

Respondents will submit a Plan of Operation outlining the proposed services, processes, and methodologies for meeting all components and requirements described in Article 2 and **Exhibit F, Contract Requirements, Section 3, Plan of Operations**, including the respondent's approach to meeting the timeline and associated milestones. The Respondent should identify all tasks to be performed, including all contract activities to take place during the grant funding period. The Respondent will also include all documents requested to fulfill requirements under Article 2 and **Exhibit F, Contract Requirements, Section 3, Plan of Operation**. HHSC's expectations are for the respondent to provide a clear, comprehensive, and concise application.

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ARTICLE 6. REQUIRED RESPONDENT INFORMATION

6.1 ADMINISTRATIVE ENTITY INFORMATION

The Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation. As a part of the Solicitation Response requested in Article 3, the respondent must provide the following information:

A. Litigation and Contract History

B. Conflicts of Interest

C. Grant Application Disclosure

D. Affirmations and Certifications

6.2 LITIGATION AND CONTRACT HISTORY

The Respondent must include in its Solicitation Response a complete disclosure of any alleged or significant contractual failures.

In addition, the respondent must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify the respondent.

Solicitation Response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.3 CONFLICTS OF INTEREST

The respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this contract, if any.

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Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful respondent awarded a contract greater than $1 million dollars, or that requires an action or vote of the governing body, must submit a disclosure of interested parties to the state agency at the time the business entity submits the signed contract. Rules and filing instructions may be found on the Texas Ethics Commissions public website and additional instructions will be given by HHSC to successful respondents.

6.4 GRANT APPLICATION DISCLOSURE

In an effort to maximize state resources and reduce duplication of effort, HHSC, at its discretion, may require the respondent to disclose information regarding the application for or award of state, federal, and/or local grant funding by the respondent within the past two years to provide ADRC Services.

6.5 AFFIRMATIONS AND CERTIFICATIONS

The Respondent must complete and return all of the following listed forms and exhibits. Exhibits are listed following Article 9.

A. Exhibit A, Affirmations and Solicitation Acceptance

B. Exhibit C, Assurances Non-Construction

C. Exhibit M, Exceptions Form (if applicable)

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ARTICLE 7. EXPENDITURE PROPOSAL

7.1 EXPENDITURE PROPOSAL

7.1.1 Exhibit K, Expenditure Proposal Template

A. Respondents must complete this form and place it in a separate, sealed package, clearly marked with the respondent's name, the RFA number, and the RFA submission date.

B. Respondents must base their Annual Expenditure Proposal on the Scope of Work described in Article 2. This section should include any business, economic, legal, programmatic, and practical assumptions that underlie the Expenditure Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFA are deemed rejected by HHSC.

C. Respondent shall submit the initial annualized Expenditure Proposal as a part of the sealed package for the full term of the agreement, beginning September 1, 2019, through August 31, 2021 for the initial term, with the option to extend one (1) year for up to three (3) years, ending on August 31, 2024.

7.1.2 Exhibit E, ADRC Regions and Funding Estimates

A. **Exhibit E, ADRC Regions and Funding Estimates**, contains the list of ADRC regions, including the counties in each region (Table 1) and the amount of funding available for each region (Table 2). The amount requested in the Expenditure Proposal cannot exceed the amount of funding available for the region for which the respondent is applying to provide services.

B. Upon contract execution, the respondent shall submit the first revised expenditure proposal thirty (30) calendar days prior to contract execution or by the date specified by HHSC; and annually, thereafter, no less than sixty (60) calendar days prior to the end of each state fiscal year.

C. Respondents must demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable state and federal grant requirements.

D. Respondents must utilize the approved HHSC template to identify costs to be requested from HHSC. Costs must be broken out to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project, as indicated in the Allowable and Non-Allowable Costs in the procurement library. The requested budget should include supporting documentation and a justification that describes the following:

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

1. Personnel – The actual cost of employee salaries devoted to working on activities directly related to the HHSC funded program. These costs are allowable to the extent that they are identified in the contract budget and conform to 2 CFR Part 200. The respondent must specify by title or name the positions that will support the "PROGRAM NAME" services and indicate how many positions will have the same title or name, and the percentage of time each position will allocate to each service. Also provide the individual annual salaries, and the cost to the organization's staff by staff position. Do not include the costs of consultants. The costs of consultants must be included in a separate category, under "Other".

2. Fringe Benefit – Specify the costs of fringe benefits, including the amount budgeted for Federal Income Contributions Act (FICA), State Unemployment Tax Account (SUTA), health insurance, worker's compensation, retirement, leave, etc. The fringe benefit rate should be based on the respondent organization's actual expenditures. The fringe benefit rate is typically calculated by dividing the organization's total fringe benefit costs by total wage/salary costs. The respondent must provide specific calculations that show how these costs were derived.

3. Travel – The cost of transportation, lodging, meals, and related expenses incurred by employees of the organization while performing duties relevant to the services provided. Out-of-Town travel is travel outside of the local area to attend conferences and training. Out-of-State travel must have HHSC's prior approval at least 30 days in advance. Other/Local Travel costs are incurred in direct support of ADRC services and include items such as traveling to outlying counties at least once per month, tolls, parking fees, etc. Costs related to conference registration fees should be classified under the "Other" cost category. HHSC will only reimburse travel costs up to the maximum travel rates as identified in HHSC Travel Policy and Rates using State of Texas Travel Policies and Procedures. Specify costs of out-of-town travel that will be incurred on official business of the ADRC. Do not enter costs for consultant's travel or local transportation. This information will be included under "Other".

4. Materials and Supplies – Supplies are defined as consumable items necessary to carry out the services under this HHSC program, including office supplies, software, and any tangible items other than those defined under equipment. The respondent must specify general categories of supplies; for example, office supplies and training supplies, and their costs.

5. Equipment – Enter the cost of any equipment purchases. Equipment is defined as an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

NOTE: If the item does not meet the $5,000 threshold, it must be included in the budget under “Supplies”. Items such as maintenance for copiers or postage meters should be included as part of “Other” costs.

6. Units and Rates - List line item details regarding the costs of activities directly associated with carrying out the statement of work that directly applies to the total rate and number of units to provide services for a client.

7. Professional Services and Sub-Contractors – List each known contractor, indicating the names of the organizations or individuals, the purposes of the contracts, and the estimated dollar amounts of the awards as part of the budget justification. If the name of the contractor, exact scope of work, and estimated total costs are not available or have not been negotiated, enter something such as “Contractor A” as the contractor name, include the best estimate of the cost of the work, and provide the best available description of the nature of the work to be purchased. Any third-party contract that is equal to or exceeds $100,000 over the life of the contract must obtain prior written approval from HHSC before entering into the contract.

8. Other – Specify all other costs. Examples of these costs include: non-contractual fees and travel paid directly to individual consultants; local transportation, which means all travel that does not require per diem; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments; and staff development costs.

9. Indirect Costs – Enter the total amount of indirect costs, if any. If no indirect costs are requested, enter "none." The respondent may request indirect costs if it has a current indirect cost rate agreement and a central service cost allocation plan approved by the Health and Human Services agency or at a rate less than 10% of the direct charges.

10. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, as modified by UGMS, with an effective date to whichever provision imposes the more stringent requirement in the event of a conflict. UGMS and 2 CFR Part 200 are included in the procurement library.

11. Costs included in the Expenditure Proposal will be entered into budget tables and supported by narrative descriptions describing the need for the requested cost and a calculation demonstrating how the cost was arrived at.

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

12. The value of donated materials, professional services, and volunteer time is to be calculated in accordance with Section .24, Subpart C, of UGMS located in the procurement library.

13. Financial Solvency shall be confirmed via a single audit and the annual profit and loss statements submitted by the respondent.

7.2 Financial Capacity

As part of the Solicitation Response Package, a respondent must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this solicitation.

Respondents must submit a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports shall include:

a. balance sheet;

b. statement of income and expense;

c. statement of changes in financial position;

d. and cash flows.

If the respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the respondent must describe the circumstances of such change and indicate when the change is likely to occur. If evidence of financial capacity is not included as part of the Solicitation Response Package, then the respondent would be considered disqualified from consideration.

7.3 Bonding

HHSC reserves the right to require the vendor to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

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ARTICLE 8. GENERAL TERMS AND CONDITIONS

8.1 General Conditions

8.1.1 Costs Incurred

Respondents understand that issuance of this solicitation in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this solicitation. HHSC is not liable for any costs incurred by the respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Solicitation Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent, and will not be reimbursed in any manner by the State of Texas.

8.1.2 Contract Responsibility

HHSC will look solely to the respondent for the performance of all contractual obligations that may result from an award based on this solicitation. The Respondent shall not be relieved of its obligations for any non-performance by its subcontractors.

8.1.3 Public Information Act

Solicitation Responses and information, documentation, and other material submitted in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to any resulting Contract, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Respondents who wish to protect portions of the Solicitation Response from public disclosure as proprietary or trade secret information or other privileged information must clearly mark the information the Respondent claims is proprietary, trade secret, or other privileged information.

8.1.4 News Releases

Prior to final award, a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Questions should be directed to the HHSC Point of Contact Identified in Article 3, Section 3.4.1.

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8.1.5 Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent and its directors', officers', and employees':

(1) past business history, practices, and conduct;
(2) ability to supply the goods and services; and
(3) ability to comply with contract requirements.

By submitting an application, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

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ARTICLE 9. SUBMISSION CHECKLIST

9.1 SUBMISSION CHECKLIST

This checklist is provided for the Respondent's to identify documents that must be submitted with this solicitation in order to be considered responsive. Any Solicitation Response received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

Original Solicitation Response Package

The Solicitation Response Package must include the "Original" Solicitation Response in **hard-copy** consisting of the four parts described in detail below, each under separate cover but packaged together and clearly labeled "Original" on each.

Narrative Proposal (Section 5.1)

a.	Executive Summary	(Section 5.1.1)	_____
b.	Plan of Operation	(Section 5.1.2)	_____

Required Respondent Information

a.	Form A – Respondent Information (Face Page)	(Section 3.5)	_____
b.	Litigation and Contract History	(Section 6.2)	_____
c.	Conflicts of Interest	(Section 6.3)	_____

Expenditure Proposal (Article 7)

a.	Exhibit K - Expenditure Proposal Template	(Section 7.1)	_____
b.	Single Audit	(Section 7.1.2, 13)	_____
c.	Annual Profit and Loss Statements	(Section 7.1.2, 13)	_____
d.	Financial Capacity Documentation	(Section 7.2)	_____

Applicable Exhibits (Section 6.5)

a.	Exhibit A - Affirmations and Solicitation Acceptance	_____
b.	Exhibit C - Assurances Non-Construction	_____
c.	Exhibit J – Security and Privacy Inquiry (SPI)	_____
d.	Exhibit M - Exceptions and Assumptions Form, if applicable	_____

Copies of Solicitation Response Package

Respondent will provide the following **electronic** copies (all clearly labeled as "copy") in addition to the hard-copy "Original" Solicitation Response. Electronic copies must be submitted on a USB Drive and separated into folders.

1 Electronic copy of the Narrative Proposal

DocuSign Envelope ID: 3B6F2264-5C52-4C61-AE05-72ECF0156DAF

1 Electronic copy of the Required Respondent Information

1 Electronic copy of the Expenditure Proposal

1 Electronic copy of the Applicable Exhibits

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The contract awarded is a result of this RFA and all exhibits listed below.		
Exhibit A	**Affirmations and Solicitation Acceptance, Version 1.3** Section 1.1 and Article 6	 Exhibit A-Afirrmations and
Exhibit B	**HHSC Uniform Terms and Conditions Grant, Version 2.16** Section 1.2 and Section 2.5.4	 Exhibit B -Grantee UTC VERSION 2 16 e
Exhibit C	**Assurances Non-Construction** Section 1.2 and Section 6.5	 Exhibit C-Assurances-Non-C
Exhibit D	**HHSC Grantee Special Conditions Version 1.1** Section 1.2	 Exhibit D HHSC Special Conditions.
Exhibit E	**ADRC Regions and Estimated Funding Amounts** Section 2.2, Section 2.3 and Section 7.1.2.	 Exhibit E-ADRC Regions and Estima
Exhibit F	**Contract Requirements** Section 2.4, Section 2.5, Section 4.3 and Section 5.1.	 Exhibit F - Contract Requirements.docx
Exhibit G	**Contract Monitoring Questionnaire** Section 2.5.3	 Exhibit G- Contract Monitoring.pdf

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Exhibit H	**Key Performance** Section 2.6 and Section 4.3	Exhibit H-Key Performance Requir
Exhibit I	**Deliverables** Section 2.6 and Section 4.3	Exhibit I-Deliverables.doc
Exhibit J	**Texas HHS System Data Use Agreement (DUA)** **DUA Attachment 2 Security and Privacy Inquiry (SPI)** Section 2.9	Exhibit J-DUA.pdf Exhibit J DUA Att 2 Security and Privacy
Exhibit K	**Expenditure Proposal Template** Section 3.5.2 and Section 7.1	Exhibit K-Expediture Propos
Exhibit L	**Sample of Evaluation Tool** Section 4.3	Exhibit L-Example Evaluation Tool.pdf
Exhibit M	**Exceptions and Assumptions** Section 4.5 Section 6.5 and Section 7.1	Exhibit M-Exemptions and
Form A	**Respondent Information (Face Page)** Section 3.5	Form A Respondent Information Face Pa
	Procurement Library	FY20 ADRC Procurement Library.zip

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Deep East Texas Council of Governments and Economic Development District

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Lonnie | Middle Name:

* Last Name: Hunt | Suffix:

* Title: Executive Director

* SIGNATURE: DocuSigned by: Lonnie Hunt 7114C728DCF0463...

* DATE: August 20, 2019