

SIGNATURE DOCUMENT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000874100026
AREA AGENCIES ON AGING GRANT PROGRAM

I. PURPOSE

The **Health and Human Services Commission** (“HHSC” or “System Agency”), a pass-through entity, and **United Way of Metropolitan Tarrant County** (“Grantee” or “Contractor”) (each a “Party” and collectively the “Parties”) enter into the following grant agreement to fund services provided under the Older Americans Act of 1965 (“OAA”) (the “Contract”). HHSC has designated Grantee to act as an area agency on aging (“AAA”), thus authorizing Grantee to administer OAA funds.

II. LEGAL AUTHORITY

The Parties enter into this Contract under the authority of the OAA, Chapter 531 of the Texas Government Code, and Chapter 101A of the Texas Human Resources Code. The OAA provides grant funding to states for community programs that serve and support their aging residents. To qualify for these grants, a state must: (1) designate a governmental agency to develop and administer a state plan on aging; (2) divide the state into distinct planning and service areas; and (3) designate an AAA for each planning and service area (“PSA”). The Texas Legislature designated HHSC as the state’s agency for coordinating OAA programs in Section 101A.003 of the Texas Human Resources Code. In keeping with this designation, HHSC recognizes Grantee as an AAA and enters into this Contract for the purpose of distributing grant funds awarded under the OAA.

This Contract, and any resulting subcontracts, are governed by federal, state, and local regulations that include the following, as applicable:

- A.** Omnibus Budget Reconciliation Act of 1990 §4360;
- B.** Medicare Improvements for Patients and Providers Act of 2008 (“MIPPA”);
- C.** 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- D.** 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards);
- E.** 45 CFR Part 1321 (Grants to States and Community Programs on Aging);
- F.** 45 CFR Part 1324, Subpart A (State Long-Term Care Ombudsman Program);
- G.** Texas Government Code, Chapter 531;
- H.** Texas Human Resources Code, Chapter 101A;
- I.** Texas Human Resources Code, Chapter 102;

- J. Texas Human Resources Code, Chapter 161;
- K. Texas Local Government Code, Section 394.902;
- L. Texas Administrative Code, Title 40, Chapters 81, 83, and 85;
- M. Texas Administrative Code, Title 26, Chapter 88; and
- N. Texas Uniform Grant Management Standards (“UGMS”).

III. DURATION

The Contract is effective on October 1, 2020 and terminates on September 30, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, upon the agreement of both parties, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five (5) years. Notwithstanding the limitation in the preceding sentence, HHSC, upon agreement of both parties, also may extend the Contract beyond five (5) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State. The extension or renewal must be in writing and subject to all terms and conditions of this Contract.

IV. FUNDING

A. TOTAL CONTRACT AMOUNT

The total amount of this Contract is not to exceed **TOTAL CONTRACT AMOUNT \$17,884,889.00**. The funding allocated for each federal fiscal year (FFY) is not to exceed the following amounts:

1. **FFY 2021 – \$8,724,336.00** for October 1, 2020 through September 30, 2021; and
1. **FFY 2022 – \$9,160,553.00** for October 1, 2021 through September 30, 2022

The total Contract amount is subject to increases or decreases as funds are appropriated throughout the contractual term based on the federal government, Texas Legislature, or both. Throughout the contractual term, Grantee will be notified of the availability of funding through a Notice of Funds Available (NFA) document.

B. INDIRECT COST RATE

Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is stated in **ATTACHMENT K, INDIRECT COST RATE LETTER**.¹

1. If an ICR Letter is required but it is not issued by close of business on the effective date of the Contract, the Parties agree to amend the Contract to include the ICR Letter as **ATTACHMENT K** once the ICR Letter is issued.
2. If the HHSC, at its sole discretion, approves or acknowledges an updated ICR, the new rate, together with the revised ICR Letter, will be included in the revised **ATTACHMENT K**.

¹ The ICR Letter may take the form of an ICR Acknowledgement Letter, an ICR Acknowledgement Letter – Ten Percent de Minimis, or an ICR Agreement Letter.

V. AREA PLAN REQUIREMENTS

No later than the date specified by HHSC, Grantee shall complete and submit an Area Plan that describes in detail the specific services to be provided to older adults residing in a given planning PSA. Grantee's approved Area Plan is incorporated by reference.

VI. CONTRACT REPRESENTATIVES

The following persons shall act as the representative authorized to administer activities under this Contract on behalf of their respective Party:

<u>HHSC</u>	<u>Grantee Name</u>
Jane Salazar, Contract Manager Financial and Contract Operations Access and Eligibility Services Health and Human Services Commission 909 W 45th Street (MC 2098) Austin, TX 78751	Don Smith United Way of Metropolitan Tarrant County P.O. Box 4448 Fort Worth, Texas 76164-0448

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by HHSC 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:

<u>HHSC</u>	<u>Grantee Name</u>
Health and Human Services Commission 4900 N. Lamar Boulevard (MC 1100) Austin, TX 78751 Attention: Office of the Chief Counsel	United Way of Metropolitan Tarrant County P.O. Box 4448 Fort Worth, Texas 76164-0448 Attention: Don Smith

VIII. NOTICE REQUIREMENTS

Notice given by Grantee shall be deemed effective when received by HHSC.

- A. All communication and notices for which Grantee requests a response to HHSC must be in writing and shall:
 - 1. Include the AAA identification number;
 - 2. Be sent to the HHSC AAA Help Desk at AAA.Help@hhsc.state.tx.us; and
 - 3. Comply with all terms and conditions of the Contract.
- B. The HHSC AAA Help Desk will acknowledge receipt of each inquiry and respond to each one.
- C. Any Party that changes the address it previously provided for receiving Notices must inform the other Party in writing.

IX. ADDITIONAL GRANT INFORMATION

- A.** Grantee Data Universal Numbering System (“DUNS”) Number: 119780914
- B.** Federal Award Identification Number (“FAIN”): 14AATXMAAA
- C.** Catalog of Federal Domestic Assistance (“CFDA”) Name and Number: Medicare Enrollment Assistance Program – 93.071
- D.** Name of Federal Awarding Agency: U.S. Department of Health and Human Services

Signature Page to Follow

SIGNATURE PAGE

HHSC CONTRACT NO. HHS000874100026

HEALTH AND HUMAN SERVICES COMMISSION

UNITED WAY OF METROPOLITAN TARRANT COUNTY

By:

DocuSigned by:
Michelle Alletto
74D324454F774E3...
Signature

Michelle Alletto

Printed Name

Chief Program and Services Officer

Title

September 29, 2020

Date of Signature

By:

DocuSigned by:
Don Smith
FA581CA2308F4F3...
Signature

Don Smith

Printed Name

Executive Director, Area Agency on Aging

Title

September 24, 2020

Date of Signature

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS CONTRACT, AND THEIR TERMS ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A – Statement of Work**
- ATTACHMENT B – Scope of Services Related to Housing Bond**
- ATTACHMENT C – HHSC Special Conditions**
- ATTACHMENT D – Modifications to HHS Uniform Terms and Conditions (Grant)**
- ATTACHMENT E – HHS Uniform Terms and Conditions (Grant)**
- ATTACHMENT F – Contract Affirmations**
- ATTACHMENT G – HHS Data Use Agreement (Vendor) with Security and Privacy Inquiry (SPI)**
- ATTACHMENT H – Federal Funding Accountability and Transparency Act (FFATA) Certification**
- ATTACHMENT I – Federal Assurances (Non-construction Programs)**
- ATTACHMENT J – Federal Certification Regarding Lobbying**
- ATTACHMENT K – Indirect Cost Rate Letter**

ATTACHMENT A
STATEMENT OF WORK
HHSC Contract No. HHS000874100026

GRANTEE: United Way of Metropolitan Tarrant County

HHSC PROGRAM: Area Agencies on Aging

1. Overview

The Area Agencies on Aging (AAA) system provides services to persons 60 years of age or older, their family members, and their caregivers, which enables them to receive the information and assistance they need in locating and accessing community services. At a minimum, AAA services must include:

- 1.1 Information, referral, and assistance;
- 1.2 Legal assistance;
- 1.3 Care coordination;
- 1.4 Caregiver support services;
- 1.5 In-home support services;
- 1.6 Legal awareness;
- 1.7 Nutrition services; and
- 1.8 Long-term Care Ombudsman Program

2. Target Population

Grantee must, in accordance with Section 306((a)(4)(B)(i) and (a)(6)(G)) of the Older Americans Act of 1965 (OAA) and its subsequent amendments, and as addressed in the approved Area Plan, assure HHSC that it will use outreach efforts to identify persons who are eligible for assistance under this Contract, with special emphasis on: (1) older persons residing in rural areas; (2) older persons with greatest economic need, with particular attention to low-income minority and older persons residing in rural areas; (3) older persons who have greatest social need with particular attention to low-income minority persons residing in rural areas; (4) older persons with severe disabilities; (5) older persons with limited English proficiency; (6) older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such persons; (7) older persons at risk for institutional placement; and (8) older persons who are Native Americans located within the AAA's planning and service area.

3. AAA Infrastructure

3.1 AAA Administrative Requirements

Grantee must comply with Texas Administrative Code (TAC), Title 40, Section 85.201 to ensure that it maintains an organized and efficient system of administration that

demonstrates accountability and compliance with state and federal law and with all terms and conditions of this Contract.

3.2 Data System

Grantee shall:

- 3.2.1** Adequately track, maintain, and protect client referral and services information;
- 3.2.2** Have the capacity to produce the program performance and financial information to reflect the operation and status of the organization and assist the AAA in conducting regular data assessment and analysis to determine if the AAA is meeting performance benchmarks and to complete required performance reports; and
- 3.2.3** 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.

3.3 Fiscal Management

Grantee must have accounting and internal control systems to ensure proper management of federal and state funds, maximize non-federal resources, and maintain solvency. Grantee's accounting and internal control systems must meet the following requirements:

- 3.3.1** The systems must be appropriate to the size of the organization;
- 3.3.2** The accounting system must consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports;
- 3.3.3** 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;
- 3.3.4** The accounting and internal control system must safeguard Grantee's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures; and
- 3.3.5** The accounting and internal control systems must 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.

3.4 HHSC Statewide Information Management System

Grantee must use the statewide information management system (IMS) provided by HHSC to support the maintenance and reporting of State Unit on Aging (SUA) consumer data, service delivery information, and service activities that satisfies all applicable state and federal requirements, including reporting for the State Performance Report/Older Americans Act Performance System (SPR/OAAPS), the National Ombudsman Reporting System (NORS) or any successor system, and the State Health Insurance Assistance Program (SHIP).

- 3.4.1 Grantee must be authorized to use the statewide IMS;
- 3.4.2 Grantee must use this system for state and federal reporting as required by HHSC;
- 3.4.3 Grantee acknowledges all data entered into the statewide IMS system is the property of the State of Texas (State); and
- 3.4.4 Grantee must notify HHSC of any changes to its staff or its provider staff with access to the statewide IMS.

4. Provision of Services

4.1 AAA Services

- 4.1.1 Grantee must provide all AAA services and activities necessary to comply with the most current approved Area Plan and with applicable federal and state laws, rules, and regulations and the current Office of Area Agencies on Aging (OAAA) service definitions, and HHS policy;
- 4.1.2 Grantee must provide services using a person-centered approach that promotes individual choice and self-determination;
- 4.1.3 Grantee must provide all services in a culturally, linguistically, and developmentally appropriate manner for persons, family members, and caregivers; and
- 4.1.4 Grantee must establish relationships with key stakeholders that can partner in the provision of AAA services or provide services that are not within the scope of the AAA services.

4.2 State Health Insurance Assistance Program (SHIP) and Medicare Improvements for Patients and Providers Act for Beneficiary Outreach and Assistance (MIPPA)

4.2.1 State Health Insurance Assistance Program (SHIP)

- 4.2.1.1 Grantee must provide services to persons eligible for the SHIP. Grantee must provide education and assistance to empower Medicare-eligible persons, their families, and caregivers to make informed healthcare decisions.
- 4.2.1.2 Grantees must submit all SHIP required documents and reports on the templates provided and in accordance to the instructions and dates established by HHSC.

4.2.2 Medicare Improvements for Patients and Providers Act for Beneficiary Outreach and Assistance (MIPPA)

- 4.2.2.1 Grantee must provide services to persons eligible for MIPPA services. Grantee will provide outreach and assistance to all eligible older adults, persons with disabilities, and their caregivers in applying for special assistance through Medicare.
- 4.2.2.2 Grantees must submit all MIPPA required documents and reports on the templates provided and in accordance to the instructions and dates established by HHSC.

4.3 The State Long-Term Care Ombudsman Program

4.3.1 Grantee must comply with 26 TAC Chapter 88 regarding the State Long-Term Care Ombudsman Program and ensure that a local ombudsman entity implements the State Long-Term Care Ombudsman Program in Grantee's ombudsman service area in accordance with:

4.3.1.1 the OAA, §711 and §712 (United States Code, Title 42, §3058f and §3058g);

4.3.1.2 45 CFR Part 1324;

4.3.1.3 Texas Human Resources Code, Title 6, Chapter 101A, Subchapter F;

4.3.1.4 State Long-Term Care Ombudsman Program, Ombudsman Policies and Procedures Manual; and

4.3.1.5 26 TAC Chapter 88.

4.3.2 The local ombudsman entity must:

4.3.2.1 be an identifiable unit of:

4.3.2.1.1 Grantee; or

4.3.2.1.2 an identifiable unit of a government entity or nonprofit organization that contracts with Grantee and is approved by the State Ombudsman; and

4.3.2.2 meet the criteria in the definition of "local ombudsman entity" set forth in 26 TAC §88.2 (relating to Definitions).

4.3.3 Grantee is designated by the State Long-Term Care Ombudsman as the local ombudsman entity in the Grantee's ombudsman service area in accordance with 26 TAC §88.104 (relating to Designation of a Local Ombudsman Entity) except as provided in section 4.3.4.

4.3.4 Grantee may contract with a governmental entity or nonprofit organization to be the local ombudsman entity in the Grantee's ombudsman service area if the State Long-Term Care Ombudsman designates, in writing, the entity or organization as the local ombudsman entity in accordance with 26 TAC §88.104.

5. Staffing Requirements

5.1 Criminal Background Check Requirement

Grantee must have a written policy and procedures 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 a person from volunteering or being employed to provide AAA services, and the procedures must include the steps Grantee will take to conduct the background check. The policy and procedures applicable to staff and volunteers providing services for the SHIP must comply with the Volunteer Risk and Program Management Policies adopted by the Administration for Community Living.

5.2 Training and Staff Development

- 5.2.1** Grantee must provide staff and volunteers the in-service training needed to perform under the terms and conditions of this Contract. All training must be documented, and the documentation must be maintained on file and available for review by HHSC upon request.
- 5.2.2** Grantee must secure appropriate specialized training and certification for all staff delegated duties that require the specialized training or certification. All training and certifications must be documented, and the documentation must be maintained on file and available for review by HHSC upon request.
- 5.2.3** Grantee must ensure that staff meets the necessary qualifications to conduct specific AAA functions and to provide ongoing training, which will develop and enhance staff capacity.
- 5.2.4** Grantee must maintain adequate personnel documentation in accordance with standard human resources best practices. All employee and volunteer training and certifications must be documented, and the documentation must be maintained on file and available for review by HHSC upon request.

5.3 Alzheimer Disease and Dementia Training

- 5.3.1** Grantee's employees and volunteers must complete Alzheimer disease and dementia training in accordance with the guidance provided in the Area Agency on Aging (AAA) Bulletin 20-01.
- 5.3.2** Grantee must submit an annual training notice of compliance and certification, which attests that all employees and volunteers have completed the pertinent training by the date designated by HHSC. The training notice of compliance and certification must include the following information:
 - 5.3.2.1** The names of each trainee who successfully completed the training during the annual period being reported;
 - 5.3.2.2** The name of the training completed;
 - 5.3.2.3** The date on which the trainee successfully completed the training; and
 - 5.3.2.4** A statement certifying that all trainees have completed or will complete their training within 30 calendar days of their respective start date.

5.4 Cultural Competence

- 5.4.1** Grantee must develop and maintain current policies and procedures that are designed to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner.
- 5.4.2** Grantee must provide cultural competency training to all staff and volunteers to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner. All employee and volunteer training must be documented, and the documentation must be maintained on file and available for review by HHSC upon request.
- 5.4.3** Grantee must provide all services in a culturally-, linguistically-, and developmentally-appropriate manner for persons, family, and caregivers.

5.5 Additional Trainings

Grantee's staff must participate in additional trainings as deemed necessary by HHSC. Content may be related to new projects, initiatives, performance measures, or additional quality improvement activities.

6. Funding Obligations

- 6.1** Grantee acknowledges that HHSC's obligation for payment, in consideration of full and satisfactory performance of activities described in this Contract, is limited to monies received from the Administration on Aging ("AoA"), the State, and any other funding source.
- 6.2** HHSC will not be liable to Grantee for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms and conditions of this Contract, including the terms governing Grantee's promised performance and unit rates or reimbursement capitations specified.
- 6.3** HHSC will not be liable to Grantee for any expenditures, which are not allowable costs under 2 CFR Part 200 and 45 CFR Part 75 or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHSC.
- 6.4** HHSC will not be liable to Grantee for expenditures made in violation of regulations promulgated under the OAA or in violation of HHSC's rules, federal and state laws, or this Contract.
- 6.5** Grantee agrees to the de-obligation statement in State Health Insurance Assistance Program (SHIP) Basic Grant Plan, which provides that de-obligation of awards may occur based on year-to-date expenses at the following points:
 - 6.5.1** At six months, 50% of the projected expenses identified in the Budget Expenditure timeline must have been incurred and reported on the Quarterly Performance Report; and
 - 6.5.2** At nine months, 75% of the projected expenses identified in the Budget Expenditures timeline must have been incurred and reported on the Quarterly Performance Report.
- 6.6** If the required amount of expenses has not been incurred at any of the points identified above, the amount of unexpended funds may be de-obligated and made available to AAAs that have met their expenditure projections.

7. Compensation

- 7.1** HHSC agrees to make payment to Grantee in the amounts and under the provisions set forth in Grantee's budget and pursuant to the terms and conditions of this Contract. Grantee agrees to accept such payments as full compensation for services performed under this Contract. All payments will be based on the performance information reported in the approved budget, reimbursement requests, and quarterly fiscal and programmatic reports.

- 7.2 For all services provided to program participants, HHSC will pay Grantee on a reimbursement basis for services rendered whether services are provided directly by Grantee or through a subcontractor or vendor. Grantee may subcontract or purchase services under an “at risk” unit rate or reimbursement methodology, in accordance with HHSC rules and program instructions. Reimbursement for services provided by Grantee, whether directly or through a subcontractor, must not exceed neither the approved budget nor the available OAA and State funds that HHSC awarded.

8. Payment Methodology

- 8.1 Under the terms of this Contract, HHSC has no duty to remit funds for services provided on a reimbursement basis, as shown above in Section 7 (Compensation), until Grantee has provided the services (or secured delivery thereof) and reported that service-delivery in a request for reimbursement. In the absence of a written agreement to the contrary, HHSC will remit funds to Grantee subject to the appropriate administrative procedures and contingent upon receipt of funds by the Department from the Administration for Community Living, from the State, or from any other funding sources.
- 8.2 Grantee must report eligible units of service and actual allowable expenses to HHSC in the frequency and manner prescribed by HHSC, using the forms provided by HHSC’s.
- 8.3 Final payment shall be based on the information contained in the reimbursement system 60 business days following termination of the Contract. This payment provision will apply to final payment whether at completion of the contractual term or in the event of early contract termination.

9. Match Requirements

Grantee must provide a minimum match for administrative activities, as required by the OAA, and must assure the total match for services is enough to meet the requirements of the OAA and HHSC rules.

- 9.1 Match must be in accordance with 40 TAC §85.202(i). All match contributions must be expended for goods and services necessary for and specifically identifiable in the approved Area Plan; Planning Budget; Working Budget, and the Quarterly Performance Reports (QPRs).
- 9.2 Match must conform to the regulations in 45 CFR Part 75 and the HHSC rules regarding match requirements.

10. Program Income

- 10.1 Grantee must earn and expend program income in accordance with UGMS Subpart C _ .25, 45 CFR Part 75, 45 CFR §1321.73, 40 TAC 85.202 (j), and all applicable HHSC rules. Grantee must use all program income and participant contributions collected under the approved Area Plan to promote eligible program outcomes. All program

income and participant contributions collected and expended must be documented and managed according to HHSC rules.

- 10.2** Grantee must account for and deposit program income received as contributions in accordance with the written policies and procedures established by Grantee in accordance with HHSC rules.
- 10.3** Grantee must handle program income collected by service providers in accordance with the HHSC rules.
- 10.4** Program income collected by service providers must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

11. Contribution Policy

Grantee must provide a voluntary opportunity for each eligible program participant to contribute to the cost of services while protecting the person's privacy. Grantee must safeguard and account for such contributions and use such contributions to expand or enhance program outcomes.

12. Invoicing

- 12.1** Within the timeframes and standards established in the Contract and HHSC policy, Grantee must submit a Request for Payment (RfP) or Request for Adjustment Journal (RfAJ), via email to AES.Invoices@hhsc.state.tx.us.
- 12.2** Grantee must submit invoices to HHSC in accordance with the templates provided by HHSC. Unless otherwise specified in the Contract, Grantee may submit an RfP or RfAJ twice monthly on the second and fourth Monday of each month. However, Grantee must submit one RfP per month, at minimum, and may request only one RfP and one RfAJ per HHSC's established billing schedule. If Grantee has *no* billable activity during a particular month, Grantee must submit an email to the invoice mailbox notifying HHSC that no invoice will be submitted for that month.
- 12.3** At the completion of the contractual term, Grantee shall submit its final request(s) for payment in accordance to the instructions provided to Grantee within the timeframe established by HHSC.

13. Home Delivered Meals

Grantee's "Common Providers" who contract with AAAs to provide meals paid for with Older Americans Act Title III-C2 funds, and who also contract with HHSC to provide meals funded by Title XX, as authorized under the 2020-21 General Appropriations Act, H.B. 1, 86th Legislature, Regular Session, 2019 (Article II, HHSC, Rider 99) must use the rates set by the Texas Legislature at the time that the meals were delivered.

14. Housing Bond Funds

Grantees that accept and receive housing bond funds must comply with the programmatic, financial, and reporting requirements as specified in the Contract as shown in Attachment B – Scope of Services Related to Housing Bonds.

15. Capital Equipment and Controlled Assets

15.1 Grantee must ensure that all controlled assets and capital equipment purchases made using grant funds shall comply with applicable laws and regulations, and applicable HHSC instructions.

15.1.1 Grantee shall establish and maintain, and make available to HHSC upon request, a detailed inventory of capital assets and equipment purchased with HHSC funding.

15.2 The following requirements also shall apply to each controlled asset and capital equipment purchase of \$5,000.00 or more:

15.2.1 When purchasing and disposing of controlled assets and capital equipment, Grantee must follow, and ensure that its subcontractors follow, the provisions of CFR Title 2, Chapter 200. The provisions to which Grantee must adhere include, but are not limited to:

15.2.1.1 Section 200.2 Acquisition cost;

15.2.1.2 Section 200.12 Capital assets;

15.2.1.3 Section 200.13 Capital expenditures;

15.2.1.4 Section 200.48 General purpose equipment;

15.2.1.5 Section 200.89 Special purpose equipment;

15.2.1.6 Section 200.313 Equipment; and

15.2.1.7 Section 200.439 Equipment and other capital expenditures.

15.2.2 All purchases approved by HHSC shall be funded only in the amount shown in quotes or bids.

15.2.3 The disposition of all capital assets and equipment shall require a written agreement from HHSC, which affirms that HHSC will receive its rightful portion of the sale proceeds according to state and federal rules of disposition, to the extent that they apply.

15.2.4 The following requirements pertain specifically to vehicle purchases:

15.2.4.1 Grantee shall conduct a cost/benefit analysis of the costs associated with leasing versus purchasing; and

15.2.4.2 Grantee shall obtain three quotes or bids for each vehicle purchase.

16. Closeout Reconciliation

Grantee must complete and submit a closeout packet and requested documentation in accordance with the instructions and on the date established by HHSC. Grantee must complete and submit all requests for funds on the forms provided by HHSC and by the date designated by HHSC. A final program report shall be submitted to HHSC on or before the date designated by HHSC, with no fewer than 45 business days advance notice to Grantee. The total of all program reports, including the final program report, must be reconciled to all funds received during the Contract period.

Grantees shall submit funding requests to HHSC no later than November 30th for the previous fiscal year, or after the final program report is submitted, unless indicated otherwise by a funding source.

17. Reviews

17.1 Provider Reviews

Grantee must conduct monitoring of the programmatic and fiscal activities performed by subcontracted providers on a regular and systematic basis to ensure compliance with established policies, state and federal rules, and contractual requirements. All monitoring activities must be documented and maintained on file available for HHSC review upon request.

17.2 HHSC Reviews

In the event that HHSC's monitoring or evaluation activities (or those of its agents) reveal deficiencies in Grantee's performance or the performance of its subcontractors or vendors, HHSC will take steps to remedy that non-compliance. HHSC may require Grantee produce a corrective action plan, provide training, or take other actions based on the identified risk(s). Ongoing non-compliance by Grantee, or HHSC's identification of unallowable or disallowable activities or actions or processes, will result in sanctions or penalties or both in accordance with 40 TAC §81.13.

17.3 Contract Monitoring Questionnaire

Grantee must comply with all applicable cost principles, audit requirements, and administrative requirements listed under the terms and conditions of the Contract. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring system. Grantee is required to complete a Contract Monitoring Questionnaire as requested and by the dates designated by HHSC.

18. Performance Measures

18.1 Grantee must meet the performance measures projections, including any amendments approved by HHSC. Approval of Grantee's performance measures will be in accordance with the requirements defined in the Establishing Performance Measures Projections Manual developed by HHSC.

18.2 Grantee must meet all Long-Term Care Ombudsman Program performance measures, including any amendments approved by HHSC's State Long-Term Care Ombudsman. Approval of Grantee's performance measures will be in accordance with the requirements in the Ombudsman Policies and Procedures Manual.

19. Disaster and Emergency Management

19.1 In the event of a disaster, whether man-made, natural, or of a civil defense nature, Grantee may provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for temporary shelter, nutrition services, food preparation, transportation, and volunteers.

19.2 Grantee's coordination of disaster and emergency efforts and continuity of services to program participants must be aligned with the disaster plan information provided in the approved Area Plan. Grantee must abide by its approved Area Plan, including plans for continuity of services to program participants and coordination with the Council of Government (COG) or parent agency, and designated emergency management coordinator as specified under Texas Government Code, Section 418.1015.

20. Reporting Requirements

20.1 Grantee shall submit all required fiscal and programmatic reports in accordance with the instructions, report due dates, and templates established by HHSC. All Required Reports and Deliverables must be submitted to the HHSC AAA Help Desk at AAA.Help@hhsc.state.tx.us.

20.2 The fiscal records that Grantee maintains in support of its reimbursement claims must conform to the procedures established by HHSC. Grantee must continue to submit all fiscal and programmatic reports throughout the entire contractual term, even if no additional services may be reimbursable under this Contract.

20.3 Grantee must meet the performance measures and projections set forth not only in approved Area Plans but also in approved amendments to the Area Plan. Additionally, Grantee must complete and submit all reports and data elements by the due dates designated by HHSC.

20.4 Required Reports and Documents:

20.4.1 Submissions to the HHSC AAA Help Mailbox must be emailed to AAA.Help@hhsc.state.tx.us.

20.4.2 Submissions to the AES Invoice Mailbox must be emailed to AES.Invoices@hhsc.state.tx.us.

ATTACHMENT B
SCOPE OF SERVICES RELATED TO HOUSING BONDS
HHSC Contract No. HHS000874100026

GRANTEE: United Way of Metropolitan Tarrant County

HHSC PROGRAM: Area Agencies on Aging

1. BACKGROUND

Chapter 394 of the Texas Local Government Code, commonly referred to as the Texas Housing Finance Corporation Act (the “Act”), provides “. . . a means to finance the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of local governments.” See Section 394.002 of the Act.

Housing finance corporations are created under the Act and are public, nonprofit corporations. Under Section 394.902(b), housing finance corporations may collect a fee equal to one-tenth percent of the total principal amount of a loan made for multi-housing developments to pay to the Texas Health and Human Services Commission (“HHSC”). The fee is paid in lieu of a five percent housing unit set-a-side for elderly persons of low to moderate income, including veterans, homeless, and heads of households. The Government Code directs the funds to be used to assist in obtaining housing for an elderly person or families in which an elderly person is the head of a household. Section 394.003(4) defines “elderly person” as a person who is 60 years of age or older. For the purpose of this Contract, the terms “elderly person” and “older person” will be used interchangeably.

2. GOAL

The goal of this Attachment is to provide certain housing bond funds to be utilized by Grantee to expand service capacity, which will help eligible individuals to obtain not only housing but also assistance with residential repair and renovation projects designed to ensure the health, safety, security, and independence of elderly persons.

3. TARGET POPULATION

Grantee must use housing bond funds to obtain housing for elderly persons or families of low or moderate income in which an elderly person is the head of the household. An elderly person who receives assistance must be:

- 3.1** homeless;
- 3.2** a veteran;
- 3.3** a head of household;
- 3.4** an individual with limited English proficiency;

- 3.5 an individual with the greatest economic or social need, with particular attention to low-income minority individuals and older individuals residing in rural areas;
- 3.6 an individual at risk for institutional placement or transitioning from a long-term care facility back to the community;
- 3.7 an individual deemed to be at high risk, or is a suspected victim, of elder abuse; or
- 3.8 an individual receiving services from Adult Protective Services.

An individual who meets the criteria for the target population may be referred to in this Attachment as an “eligible individual.”

4. GRANTEE RESPONSIBILITIES

- 4.1 Grantee must use housing bond funds to assist eligible individuals with obtaining housing. No more than \$2,500 may be awarded to an eligible individual’s household during a 12-month period.
 - 4.1.1 Housing bond funds utilized for the purpose of assisting eligible individuals may be used to:
 - 4.1.1.1 Provide temporary shelter for an eligible individual in emergency situations, such as natural disasters;
 - 4.1.1.2 Relocate an eligible individual to permanent housing within the community for emergency, safety, or security reason *or* to allow an eligible individual to transition to more affordable housing or from long-term care to the community; or
 - 4.1.1.3 Make housing repairs, which allow eligible individuals to remain in their current residences. Home repairs or modifications may not be made for cosmetic reasons or on rental properties.
 - 4.1.2 To serve the purposes listed in Section 4 Grantee Responsibilities (4.1)(4.1.1) above, Grantee may use housing bond funds to pay for the following expenses:
 - 4.1.2.1 Costs associated with moving the eligible individual’s belongings;
 - 4.1.2.2 Two months’ rent or basic utility costs, or both, necessary to prevent eviction, to relocate within the community, to relocate from a long-term care setting to a community setting, or to avoid uninhabitable housing conditions, such as lacking water, electricity, or heat;
 - 4.1.2.3 Purchase of furnishings, including refrigerator and stove, if not supplied by the landlord;
 - 4.1.2.4 Purchase of essential equipment and supplies necessary to sustain a healthy environment and independent living; and

- 4.1.2.5** Repairs and modifications to, or supplies for, an eligible individual's home, excluding rental properties, for the following purposes:
 - 4.1.2.5.1** Accessibility: To make structural adaptations to a dwelling that give eligible individuals, who have disabling conditions, free movement within their residence;
 - 4.1.2.5.2** Safety and Security: To modify, treat, or remove safety hazards; prevent accidents and fires to or intrusion into a dwelling;
 - 4.1.2.5.3** Structural Repairs: To renovate or remediate the structure of a dwelling, as needed to ensure health and safety;
 - 4.1.2.5.4** Weatherization: To conserve energy, provide alternative energy sources to cool and heat a dwelling, and protect the eligible individual from exposure to weather;
 - 4.1.2.5.5** Electrical Repairs: To replace, repair, or install essential electrical wiring or fixtures in a dwelling, including that which is needed for communications; or
 - 4.1.2.5.6** Plumbing Repairs: To replace, repair, or install essential plumbing lines or fixtures in a dwelling.
- 4.2** Grantee may request approval for housing bond funds to be used in a manner not included in Section 4 (4.1). To request approval for alternate allowable use of funds, Grantee must submit a written request to the HHSC AAA Help Desk at AAA.Help@hhsc.state.tx.us. The written request must demonstrate how the alternate use is essential toward obtaining housing for the eligible individual. HHSC must give Grantee written approval in response before Grantee may spend the funds as it has requested. HHSC will not approve awarding more than \$2,500 to an eligible individual's household during a 12-month period.
- 4.3** Grantee may also enter into subrecipient agreements with applicable housing or home repair providers to deliver the services within the scope outlined above in Section 4 (4.1).
- 4.4** Grantees that receive housing bond funds must complete and submit an annual Housing Bond Report to HHSC. The annual Housing Bond Report must be completed as instructed on the form provided by HHSC and submitted by HHSC's designated deadline.

ATTACHMENT C



TEXAS
Health and Human Services

Health and Human Services Commission

Special Conditions

TABLE OF CONTENTS

Article I.	Special Definitions.....	2
Article II.	Grantees Personnel and Subcontractors	3
	Section 2.01 Contracts with Subcontractors.....	3
	Section 2.02 Status of Subcontractors.....	4
	Section 2.03 Incorporation of Terms in Subcontracts	4
	Section 2.04 Unilateral Amendment	5
Article III	Confidentiality.....	5
	Section 3.01 Confidential System Information	5
Article IV.	Miscellaneous Provisions.....	6
	Section 4.01 Minor Administrative Changes	6
	Section 4.02 Conflicts of Interest.....	6
	Section 4.03 Flow Down Provisions.....	7

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.

Article I. Special 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.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

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

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in a Data Use Agreement.

"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.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

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

Article II. Grantees Personnel and Subcontractors

Section 2.01 Contracts with Subcontractors

Grantee shall:

- a. Grantee may enter into contracts with subcontractors unless restricted or otherwise prohibited in the Contract.
- b. Grantees are prohibited from subcontracting with for-profit organizations under this Contract.
- c. Prior to entering into a subcontract agreement equaling or exceeding \$100,000, Grantee will obtain written approval from the System Agency.
- d. Obtain written approval before modifying any subcontract agreement to cause the agreement to exceed \$100,000.
- e. Establish written policies and procedures for competitive procurement and monitoring of subcontracts and will produce a subcontracting monitoring plan.
- f. Monitor subcontractors for both financial and programmatic performance and will maintain pertinent records.
- g. Submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
- h. Ensure that subcontracts are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.
- i. Ensure all subcontracts, must be in writing and include the following:
 1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
 2. Detailed description of the services to be provided;
 3. Measurable method and rate of payment and total not-to-exceed amount of the contract;

4. Clearly defined and executable termination clause; and
 5. Beginning and ending dates that coincide with the dates of the Contract.
- j. Ensure and be responsible for the performance of the subcontractor(s).
 - k. Not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be otherwise ineligible to abide by the terms of this Contract.

Section 2.02 Status of Subcontractors

Grantees shall require that all subcontractors certify that they are/have:

- a. In good standing with all state and federal funding and regulatory agencies;
- b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
- c. Not delinquent on any repayment agreements;
- d. Not had a required license or certification revoked;
- e. Not ineligible under the terms of the Contract; and
- f. Not had a contract terminated by the Department.
- g. Not voluntarily surrendered within the past three years any license issued by HHSC.

Section 2.03 Incorporation of Terms in Subcontracts

- a. Grantee shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontract):
 1. Statement of Work
 2. Uniform Terms and Conditions
 3. Supplemental and Special Conditions
 4. Federal Assurances and Certifications
 5. Non-Exclusive List of Applicable Laws
 6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor.
- b. Grantee will ensure that all written agreements with subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties

and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

- c. No provision of this Contract creates privity of contract between the System Agency and any subcontractor of Grantee.

Section 2.04 Unilateral Amendment

The System Agency reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

- a. To comply with a court order or judgment
- b. Incorporate new or revised federal or state laws, regulations, rules or policies
- c. Correct an obvious clerical error in this Contract;
- d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.
- e. To correct the name, mailing address, or contact information for persons named in the Contract;
- f. To update service descriptions or rates (if applicable);
- g. To revise budget category or service type funding amounts without increasing or decreasing the contract funding amount or
- h. To change the state fiscal year funding amount, based on utilization of funds or availability of funds.

Article III Confidentiality

Section 3.01 Confidential System Information

- a. HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately

notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

- b. Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.
- c. HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.
- d. IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, GRANTEE WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM GRANTEE OR GRANTEE AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. GRANTEE WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

Article IV. Miscellaneous Provisions

Section 4.01 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 4.02 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 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 4.03 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.

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ATTACHMENT D
MODIFICATIONS TO HHS UNIFORM TERMS AND CONDITIONS (GRANT)

HHSC Contract No. HHS000874100026

1. Article VII, relating to “Record Retention, Audit, and Confidentiality,” is hereby deleted.
2. Article VIII, relating to “Contract Remedies and Early Termination,” is hereby deleted.
3. Article IX, Section 9.2, relating to “Insurance,” is hereby deleted.
4. Article IX, Section 9.14, relating to “Dispute Resolution,” is hereby deleted.
5. Article IX, Section 9.16, relating to “Publicity,” is hereby deleted.

ATTACHMENT E

HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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

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

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.

“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

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 disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has

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.

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 -

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

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
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- 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.

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

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.

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.

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:

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.

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.

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-

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.

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);

- 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.

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.

ATTACHMENT F
HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS

The term “System Agency” used in these affirmations means HHS or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under Texas law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to System Agency are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that System Agency 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 Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor 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. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity

6. Terms and Conditions Attached to Response

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from System Agency's terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. System Agency Right to Use

Contractor agrees that System Agency has the right to use, produce, and distribute copies of and to disclose to System Agency employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as System Agency deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor 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 Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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 Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation 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.

13. Suspension and Debarment

Contractor 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 Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorists Organizations

Contractor 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.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor 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 this 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.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor 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.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related 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).

21. Buy Texas

Contractor 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.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Technology Access

- A. Contractor 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, Contractor represents and warrants to System Agency that the technology provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- i. providing equivalent access for effective use by both visual and non-visual means;
 - ii. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - iii. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- B. 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.

- C. 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.

24. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor 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.

25. Television Equipment Recycling

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

26. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

27. Restricted Employment for Certain State Personnel

Contractor 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 Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

28. Disclosure of Prior State Employment

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related

Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

- i. the nature of the previous employment with System Agency or the other agency;
- ii. the date the employment was terminated; and
- iii. the annual rate of compensation at the time of the employment was terminated.

29. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

30. Fraud, Waste, and Abuse

Contractor understands that System Agency 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. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

31. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

32. Legal and Regulatory Actions

Contractor 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 Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency 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 System Agency shall constitute breach of contract and may result in immediate contract termination.

33. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

34. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

35. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either:

- i. it meets an exemption criteria under Section 2271.002; or
- ii. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Contractor refuses to make that certification,

Contractor shall state here any facts that make it exempt from the boycott certification:

36. E-Verify Program

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system during the term of this Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

37. Professional or Consulting Contract

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor’s employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Former Agency Employees

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the System Agency.

39. Disclosure of Prior State Employment

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - i. Name of individual(s) (Respondent or employee(s));
 - ii. Status;
 - iii. The nature of the previous employment with HHSC or the other State of Texas agency;

- iv. The date the employment was terminated and the reason for the termination; and
 - v. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

40. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- i. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

41. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the certification:

42. False Representation

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

43. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material

misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

44. Permits and License

Contractor 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 this Contract.

45. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

46. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

47. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

48. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

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

Donald R Smith

Legal Name of Contractor

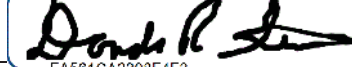
United way of Tarrant County

Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')

Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as')

Attach Assumed Name Certificate(s) for each County

DocuSigned by:



FA561CA2308F4F3...

Signature of Authorized Representative

September 24, 2020

Date Signed

Donald R Smith

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Executive Director, Area Agency on Aging

Title of Authorized Representative

1500 North Main, Suite 200

Physical Street Address

Fort Worth, TX 7616

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

817-258-8000

Phone Number

817-258-8074

Fax Number

don.smith@unitedwaytarrant.org

Email Address

119780914

DUNS Number

1750858360

Federal Employer Identification Number

1750858360

Texas Payee ID No. – 11 digits

539-16-0009-00001

Texas Franchise Tax Number

17764001

**Texas Secretary of State Filing
Number**

ATTACHMENT I

[View Burden Statement](#)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.

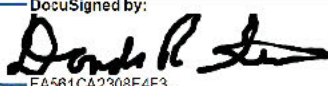
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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.

ATTACHMENT I

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.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  FA561CA2308F4F3...</p>	<p>TITLE</p> <p>Executive Director, Area Agency on Aging</p>
<p>APPLICANT ORGANIZATION</p> <p>UNITED WAY OF TARRANT COUNTY</p>	<p>DATE SUBMITTED</p> <p>September 24, 2020</p>

ATTACHMENT J

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 <input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>