

HHSC Contract No HHS000953600006

**SIGNATURE DOCUMENT FOR  
TEXAS HEALTH AND HUMAN SERVICES GRANT CONTRACT  
UNDER THE  
DEAF AND HARD OF HEARING ACCESS SPECIALIST SERVICES PROGRAM**

**I. PURPOSE**

The Health and Human Services Commission (“**HHSC**”), an administrative agency within the executive branch of the State of Texas, and Access Vine, LLC (“**Grantee**” or “**Provider**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for Deaf and Hard of Hearing Access Specialist (“**Access Specialist**”) Services (the “**Contract**”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of the *Texas Human Resources Code, Title 4, Chapter 81.006* and is authorized by and in compliance with the provisions of the *Texas Government Code Chapter 531*.

**III. STATEMENT OF SERVICES TO BE PROVIDED**

Grantee shall perform or cause to be performed Access Specialist services in **HHSC Region 7** service area in accordance with the Office of Deaf and Hard of Hearing Services (“**ODHHS**”) Contract Standards for ODHHS Specialist Grants and Payment for Services Provided, attached hereto and incorporated herein as **Attachments A and B**, respectively.

**IV. DURATION**

The Contract is effective on September 1, 2021 and terminates on **August 31, 2022**, unless sooner terminated, renewed, or extended pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed five years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, may extend the Contract beyond five 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.

**V. PAYMENT FOR SERVICES PROVIDED**

All expenditures under the Contract will be in accordance with **Attachment B, Payment for Services Provided**.

**VI. REPORTING REQUIREMENTS**

Grantee shall satisfy all financial and reporting requirements as set forth within **Section 7 of Attachment A, Contract Standards for ODHHS Specialist Grants**. All financial and reporting requirements will survive the termination or expiration of this Contract.

## VII. CONTRACT REPRESENTATIVES

The following will act as the designated Representative authorized to administer activities, including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this Contract. The designated Party Representatives are:

### Grantee

David Tuite  
8901 Teresina Dr.  
Austin, Texas 78749  
512-540-8071  
david.tuite75@gmail.com

### HHSC

Margaret Susman, CTCM  
PO Box 12904; Mail Code 3027  
Austin, Texas 78711  
512-438-4862  
margaret.susman@hhs.texas.gov

## VIII. LEGAL NOTICES

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

### Grantee

Access Vine, LLC  
Attn: David Tuite  
8901 Teresina Dr.  
Austin, Texas 78749

### HHSC

Health and Human Services Commission  
Attention: Office of the Chief Counsel  
4405 N. Lamar Blvd. Mail Code 1100  
Austin, TX 78751

### *with copy to:*

Health and Human Services Commission  
Attn: Margaret Susman  
PO Box 12904; Mail Code 3027  
Austin, Texas 78711

## IX. NOTICE REQUIREMENTS

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

- A. include the Contract number;
- B. be sent to the person(s) or department(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

## X. SIGNATURE 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. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee.

*Signature Page Follows*

HHSC Contract No HHS000953600006

**SIGNATURE PAGE FOR  
HHSC CONTRACT NO. HHS000953600006**

**Health and Human Services**

**Access Vine, LLC**

**Commission**

DocuSigned by:  
By: Joe Perez  
41F2A4A1A9AD484...  
Joe Perez

DocuSigned by:  
By: David Tuite  
1B727BB02AC6474...

Interim Deputy Executive Commissioner  
for Health, Developmental, &  
Independence Services

Name: David Tuite

Title: Contract Manager

Date of execution: 8/16/2021

Date of execution: 8/15/2021

**The following Attachments to this Contract are hereby attached and incorporated by reference into the Contract:**

- Attachment A - Contract Standards for ODHHS Specialist Grants**
- Attachment B - Payment for Services Provided**
- Attachment C - Additional Contract Requirements**
- Attachment D - HHSC Uniform Terms and Conditions - Grant (Version 2.16.1)**
- Attachment E - Contract Affirmations (Version 1.9)**
- Attachment F - HHS Data Use Agreement (Version 8.5)**

*Attachments Follow*

## 1. Overview

An ODHHS Specialist contract award provides financial assistance that enables an organization to operate a program of services that benefits the clients of ODHHS, specifically persons who are deaf or hard of hearing for the ODHHS Resource Specialist programs and persons with a disability in accessing the telephone networks for the ODHHS STAP Outreach Specialist program.

These standards ensure that:

- 1.1. ODHHS maintains full compliance with applicable federal, state, and HHSC purchasing requirements throughout the procurement process;
- 1.2. grantees receive accurate information about their obligations to meet:
  - 1.2.1 all applicable standards of conduct; and
  - 1.2.2 ODHHS performance expectations.
- 1.3. ODHHS clients receive quality services; and
- 1.4. funds are spent wisely and that each purchase paid for with public funds represents full value to the taxpayer.

## 2. Management Requirements

### 2.1 OVERVIEW

Contracts are awarded to an organization, not an individual.

Grantee agrees to administer the project in accordance with Contract terms.

### 2.2 CONTRACT COMPLIANCE

The Grantee shall:

- 2.2.1 identify the specialist to be the main staff person for the corresponding services to be provided and establish a designated office for the specialist;
- 2.2.2 demonstrate neutrality and offer multiple options, where available and appropriate, when referring entities and clients to products and services such as assistive equipment, interpreter and captioning services, etc.;
- 2.2.3 resolve any project-related complaint against the Grantee that has escalated to the specialist supervisor or higher within ten calendar days from receipt of complaint. Complaint may be referred to the Grantee by ODHHS. Complaints shall be reported to ODHHS within ten calendar days from receipt of complaint with the resolution or planned resolution, if complaint is unresolved, as part of sound management practices;
- 2.2.4 develop and implement a client satisfaction plan within 30 calendar days from Contract award that shall include client feedback being sent directly to the ODHHS program contact from the client and may include utilizing the ODHHS Client Satisfaction Online Survey. The plan must be approved by ODHHS prior to implementation and include:
  - 2.2.4.1 the method in which clients will be asked to provide feedback about specialist services received, such as online or paper survey or other;
  - 2.2.4.2 which clients will be asked to provide feedback; and

- 2.2.4.3 the method in which the Grantee will invite clients to provide feedback;
- 2.2.4.4 how often each survey will be used; and
- 2.2.5 attend, if provided, ODHHS program-specified trainings for specialists that will not exceed five continuous calendar days per each year of the Contract, to be held in Texas. Grantee will be paid only for the specialist to attend the entire training unless otherwise approved by ODHHS. Grantee will be given notice at least 30 calendar days in advance;
- 2.2.6 attend, if provided, an ODHHS contract overview training for management that will not exceed two continuous calendar days to be held either in-person in Texas or via webinar. Grantee will be paid only for the specialist's supervisor and/or signature authority to attend the entire training unless otherwise approved by ODHHS. Grantee will be given notice at least 30 calendar days in advance;
- 2.2.7 unless otherwise approved by ODHHS, use certified Communication Access Realtime Translation (CART) and sign language interpreter providers and comply with the ODHHS recommended levels of skill for interpreters;
- 2.2.8 serve an entire service area unless otherwise approved by ODHHS. In the case of multiple ODHHS grantees within a service area, Grantee shall coordinate efforts to best serve the area;
- 2.2.9 ensure effective communication between the Grantee and clients, training audiences, and others served by the project, to include utilizing sign language interpreter and CART services or other auxiliary aids and services when needed;
- 2.2.10 ensure a means for clients to contact the project's key staff during the Grantee's regular working hours;
- 2.2.11 use the HHSC email address as the primary email for client communication, information, and services if ODHHS assigns an HHSC email address. Grantee shall check the email account regularly and respond to inquiries and requests in a timely manner; and
- 2.2.12 in the event of a disaster or emergency impacting the service area assigned Grantee shall submit reports to ODHHS in a format approved by ODHHS upon request containing the impact to the Grantee and clients.

### **2.3 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

The Grantee shall immediately report in writing to the ODHHS program contact when Grantee learns of or has any reason to believe it, or any person with ownership, or controlling interest in Grantee, or their agent, employee, subcontractor, or volunteer, who is providing services under the Contract has:

- 2.3.1 engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
- 2.3.2 been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony-sex crime.

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

## 2.4 ASSURANCE REGARDING CONFIDENTIAL INFORMATION

Grantee shall ensure that:

- 2.4.1 “Authorized User” means a person:
  - 2.4.1.1 who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze HHSC Confidential Information;
  - 2.4.1.2 for whom Grantee warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to HHSC Confidential Information: and
  - 2.4.1.3 who has agreed in writing to be bound by the disclosure and use limitations pertaining to the HHSC Confidential Information as required by the Contract.
- 2.4.2 Grantee represents and warrants that its Authorized Users each have a demonstrated need to know and have access to HHSC Confidential Information solely to the minimum extent necessary to accomplish the services pursuant to the Contract and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the HHSC Confidential Information contained in the Contract.
- 2.4.3 Grantee will only conduct secure transmission of HHSC Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic HHSC Confidential Information in motion includes Secure File Transfer Protocol (“SFTP”) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHSC Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of HHSC Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHSC no later than 48 hours after HHSC’s written request in response to a compliance investigation, audit or the discovery of an event or breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHSC Confidential Information is a means of security.

## 3. Need to Inform ODHHS

The Grantee shall inform the ODHHS program contact within ten calendar days when the following conditions (not inclusive) occur:

- 3.1 problems, delays, or adverse conditions which materially impair the Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
  - 3.1.1. the action taken, or contemplated; and
  - 3.1.2. any assistance needed to resolve the situation.
- 3.2 legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the Grantee or could affect the program;
- 3.3 change in location or physical location for Contract-related work; or
- 3.4 any changes in key Contract personnel.

#### **4. Publicity and Promotional Items**

The Grantee shall acknowledge ODHHS funding on all promotional items and printed and electronic materials (including email and social media) and in recorded or live media productions used by the ODHHS project for public awareness, public information, and public education, related to the ODHHS project. All public awareness and education materials shall include “Funded by HHSC Office of Deaf and Hard of Hearing Services” and shall include the ODHHS program name associated to the Contract.

#### **5. Specialized Assistive Devices and Software (SADS)**

Specialized Assistive Devices and Software is personal property:

- 5.1 with a useful life of more than one year;
- 5.2 with an acquisition cost of \$150 or more per unit, but less than \$5,000 per unit;
- 5.3 that shall be based on the goals of the ODHHS program; and
- 5.4 that shall be for the purposes of:
  - 5.4.1 the Resource Specialist programs for:
    - 5.4.1.1 communication access such as assistive listening and alerting; and
    - 5.4.1.2 demonstration, assessment, and/or short-term loans.
  - 5.4.2 the Specialized Telecommunications Assistance Program (STAP) for
    - 5.4.2.1 communication access; or
    - 5.4.2.2 demonstration; and
    - 5.4.2.3 all devices purchased for demonstration purposes shall be authorized by a STAP voucher and shall not cost more than the voucher value.

ODHHS retains residual title to any SADS that ODHHS funds or provides to the Grantee.

Prior approval from ODHHS shall be obtained prior to the purchase of any SADS and prior to disposing of SADS. Requests for approval for SADS purchases shall be submitted via the online reporting system and shall include make, model, estimated unit cost, actual unit cost, other cost (shipping and handling), and justification for purchase in relation to Contract scope of work.

SADS will be reimbursed at cost.

#### **6. Requesting Funds**

The Grantee shall request funds using the online ODHHS Contract Reporting application.

Grantee is to request funds in advance of services provided or SADS purchased, and ODHHS must give prior approval of funds for the service month requested to ensure compensation. Services provided or SADS purchased without prior funding approval are not guaranteed to be approved for compensation for services provided.

Funds requested less than 14 calendar days in advance are not guaranteed to be approved prior to services provided or SADS purchased. Funds shall only be used for the service month requested and approved and cannot be carried forward to any other service month.

Unused funds for services not provided or not invoiced may be relinquished to ODHHS at the discretion of ODHHS one month following the end of the service month for which they were

originally requested. Once funds are relinquished, any remaining expenditures for services provided or SADS purchases that have not been invoiced prior to funds being relinquished for that service month are not guaranteed to be compensated.

Grantee will not be compensated more than the total amount of funds approved per service month and not more than the allowable fees for service or SADS reimbursement in accordance with ODHHS Standards 11.3, and 12.7.

## **7. Monthly Program and Financial Reporting**

Program and financial information shall be submitted to ODHHS by the 7th day following each month of the Contract period and shall contain the reporting and financial information established by services provided in accordance with ODHHS Standards 11.3 and 12.7. Program and financial information shall be reported using the online ODHHS Contract Reporting application. Grantee shall have internet access. The link, user identification, and password will be provided to the Grantee.

## **8. Approved Minimum Goals and Outcomes**

Grantee shall ensure services are provided at or above the level established for ODHHS approved minimum goals and outcomes. Grantee shall report on minimum goals and outcomes in accordance with ODHHS Standards, Section 7 Monthly Program and Financial Reporting.

## **9. ODHHS Resource Specialist Program: Deaf and Hard of Hearing Technology Specialist (Technology Specialist)**

### **9.1 PURPOSE - TECHNOLOGY SPECIALIST**

The purpose of the Deaf and Hard of Hearing Technology Specialist is to promote communication access and independence for persons who are deaf or hard of hearing through technology and managing hearing loss. Technology Specialists:

- 9.1.1. provide assistive technology demonstration and assessment;
- 9.1.2. consult and train on communication strategies and managing hearing loss; and
- 9.1.3. make referrals to community resources.

Only a grantee awarded a Technology Specialist contract shall comply with this section.

### **9.2 GRANTEE REQUIREMENTS - TECHNOLOGY SPECIALIST**

9.2.1 The Grantee shall:

- 9.2.1.1 provide individualized technology and software demonstrations, assessments and recommendations to clients;
- 9.2.1.2 provide services and trainings to clients on communication strategies, managing hearing loss, assistive technology and software, and available resources for persons who are deaf or hard of hearing. Topics may include:
  - 9.2.1.2.1 CART and speech transcription software;
  - 9.2.1.2.2 hearing aids and cochlear implants, various features, and basic tips for purchasing and using; and



- 9.2.1.2.3 recognizing and managing hearing loss and identifying solutions for improving communication and maintaining independence;
- 9.2.1.3 provide outreach and training and serve as a resource for information to the public, as needed, to raise awareness of hearing loss and available resources for persons who are deaf or hard of hearing. Topics may include:
  - 9.2.1.3.1 assistive technology;
  - 9.2.1.3.2 hearing loss awareness;
  - 9.2.1.3.3 community resources for persons who are deaf or hard of hearing;
  - 9.2.1.3.4 sensitivity training and eliminating barriers to services; and
  - 9.2.1.3.5 communication strategies to ensure effective communication;
- 9.2.1.4. ensure an appropriate and varied inventory of current technology geared towards communication access for demonstration purposes.
- 9.2.2 The Grantee may provide case management services to clients to facilitate access to services such as assist with paperwork or understanding correspondence from government or other community resources or to provide cultural mediation to clients to ensure access to and understanding of services. Case management services shall:
  - 9.2.2.1 ensure clients maximize their ability to become self-sufficient;
  - 9.2.2.2 ensure clients take an active role;
  - 9.2.2.3 be based on communication access; and
  - 9.2.2.4 not involve making decisions for a client.

## **10. ODHHS Resource Specialist Program: Deaf and Hard of Hearing Access Specialist (Access Specialist)**

### **10.1 PURPOSE - ACCESS SPECIALIST**

The purpose of the Deaf and Hard of Hearing Access Specialist is to promote equal access and equal opportunity for persons who are deaf or hard of hearing. Access Specialists:

- 10.1.1. advocate and teach self-advocacy skills to clients, to ensure effective communication in settings such as education, employment, in the community, and at home;
- 10.1.2. consult and train clients and the public on issues related to culturally-competent service provision. This information may include federal and state mandates regarding communication access for services to be accessible and readily available to persons who are deaf or hard of hearing by removing attitudinal and communication barriers; and
- 10.1.3. refer clients and the public to other community resources.

Only a grantee awarded an Access Specialist contract shall comply with this section.

### **10.2 GRANTEE REQUIREMENTS - ACCESS SPECIALIST**

- 10.2.1 The Grantee shall:

- 10.2.1.1. utilize a client-centered approach to provide advocacy services, empower clients to advocate for themselves, and provide information to enable clients to make informed decisions on actions to take;
  - 10.2.1.2. provide services and trainings to clients on self-advocacy skills and civil rights laws, such as the Americans with Disabilities Act, and available resources to:
    - 10.2.1.2.1 ensure effective communication, including strategies and steps to express needs and gain self-confidence, make requests appropriately, and understand client responsibilities;
    - 10.2.1.2.2 promote equality and accessibility for persons who are deaf or hard of hearing; and
    - 10.2.1.2.3 to assist with access to culturally-appropriate services;
  - 10.2.1.3 provide outreach and training and serve as a resource for information to the public, as needed, to raise awareness of accessibility issues, available resources such as sign language interpreters and captioning services, and culturally-competent services for persons who are deaf or hard of hearing. Topics may include:
    - 10.2.1.3.1 accessibility needs;
    - 10.2.1.3.2 culturally-appropriate services;
    - 10.2.1.3.3 an entity's responsibilities to ensure equal access and equal opportunity;
    - 10.2.1.3.4 community resources for persons who are deaf or hard of hearing;
    - 10.2.1.3.5 sensitivity training and eliminating barriers to services; and
    - 10.2.1.3.6 communication strategies to ensure effective communication;
  - 10.2.1.4 follow up on service referrals to provide assistance as needed, to ensure effective communication, as appropriate; ensure compliance with ODHHS Standards 10.3.
- 10.2.2 The Grantee may:
- 10.2.2.1 provide case management services to clients to facilitate access to services such as assist with paperwork or understanding correspondence from government or other community resources or to provide cultural mediation to clients to ensure access to and understanding of services. Case management services shall:
    - 10.2.2.1.1 ensure clients maximize their ability to become self-sufficient;
    - 10.2.2.1.2 ensure clients take an active role;
    - 10.2.2.1.3 be based on communication access; and not involve making decisions for a client;
  - 10.2.2.2 assist ODHHS Last Resort Communication Services (LRCS) providers with advocacy efforts when requested by an LRCS provider; and

- 10.2.2.3 provide education and information influencing a system-wide change for communication access for persons who are deaf or hard of hearing when the issue is not client specific, occurring during a disaster or emergency and approved by ODHHS. Systems can include government entities.

### **10.3 ADVOCACY REQUIREMENTS - ACCESS SPECIALIST**

When the Grantee exchanges information with state agencies (including HHSC), public schools (K-12), or HHSC contractors and the entity does not agree to provide accommodations or auxiliary aids or services necessary for effective communication in compliance with state and federal mandates or the client disagrees with the decision made by the state agency, the Grantee shall inform the ODHHS program contact. The Grantee is not authorized to continue assisting the client with her/his advocacy needs, including assisting the client in filing a complaint, until the Grantee receives guidance from the ODHHS program contact.

A complaint a client wishes to file shall not be filed by the Grantee unless the ODHHS Director gives prior written approval. Grantee may provide information such as where and how to file complaints only after all other options for resolving the disputes have been presented to the client. The Grantee may transcribe the client's complaint into written form if requested by the client. The Grantee shall add a statement that the client is receiving assistance from another individual to transcribe the complaint and state the reason, such as, "because (the client) is not proficient in reading and writing English." A transcript written by the Grantee shall include the specialist's name on the transcript to indicate s/he has assisted in the writing of the transcript.

## **11. ODHHS Resource Specialist Program: Deaf and Hard of Hearing Technology Specialists and Deaf and Hard of Hearing Access Specialists**

### **11.1 PROGRAM RESTRICTIONS - TECHNOLOGY SPECIALIST AND ACCESS SPECIALIST**

The Grantee shall ensure that the:

- 11.1.1 Grantee not participate in Admission Review and Dismissal (ARD) meetings without prior written approval from the ODHHS Director;
- 11.1.2 Grantee not file formal complaints to enforcing agencies on behalf of clients without prior written approval from the ODHHS Director;
- 11.1.3 Grantee not serve as a consulting or expert witness without prior written approval from the ODHHS Director;
- 11.1.4 Grantee not assume an entity's responsibility for providing interpreting or CART services for an entity's service provision responsibilities; and
- 11.1.5 Deaf and Hard of Hearing Access Specialist Grantee not provide advocacy services outside the realm of ensuring effective communication.

### **11.2 SERVICE DEFINITIONS - TECHNOLOGY SPECIALIST AND ACCESS SPECIALIST**

- 11.2.1 **client** – a person who is deaf or hard of hearing. ODHHS specialists, Grantee's employees, subcontractors, and persons who are hearing and receiving services on behalf of a person who is deaf or hard of hearing are not considered a client;
- 11.2.2 **entity** - employers, schools, service providers, government agencies, business and organizations;

- 11.2.3 **formal complaint** - a complaint regarding discrimination filed with an enforcing agency, such as Equal Employment Opportunity Commission, US Department of Justice, HHSC Office of Civil Rights, Disability Rights Texas, and Texas Civil Rights Project;
- 11.2.4 **new client** - a client without pending services when a new service request arises unless the only pending service is a formal complaint. A new client may be counted more than one time for the reporting month;
- 11.2.5 **out of area** - when the Grantee travels 30 miles or more from the specialist's designated office to provide services to a new client, a training, or case management services and the Grantee has travelled to and arrived at the client meeting or training site, attends staff development training, or provides systems advocacy;
- 11.2.6 **service** - an activity in-scope to the Contract in compliance with ODHHS Standards 9 and 10. Brief referrals to other community resources alone are not considered a service;
- 11.2.7 **training** - a live presentation with the intent to educate and provide information to a large group and shall be:
  - 11.2.7.1 substantive in content, not to be a brief introduction of Grantee services; and
  - 11.2.7.2 advertised at least 2 calendar days in advance or have an entity's invitation on file.

### 11.3 FEE FOR SERVICE - TECHNOLOGY SPECIALIST AND ACCESS SPECIALIST

Grantee will be compensated for services provided in compliance with the Contract based on the service level attained. A fee is paid not more than one time per month as follows:

- 11.3.1 **Administrative Fee** – determined by the percent of all goals being met;
- 11.3.2 **Case Management Fee** – determined by the number of hours of case management services provided in compliance with ODHHS Standards 9.2 and 10.2 Case management services provided to a client cannot be counted towards new clients served or clients trained;
- 11.3.3 **Clients Served Fee** - determined by the number of new clients served and clients trained;
- 11.3.4 **Entity Training Fee** - determined by the number of trainings provided, cancelled in less than 24 hours due to unforeseen circumstances, or if no individual attends. Trainings shall be to entities with the intent to provide education and information on working with or serving persons who are deaf or hard of hearing. Multiple trainings provided on the same date and to the same entity shall be considered one training;
- 11.3.5 **Out of Area Travel Fee** - determined by the number of days the Grantee served a new client, had a training, provided case management, or provided systems advocacy out of area;
- 11.3.6 **Staff Development Fee** – determined by the number of:
  - 11.3.6.1 days the Grantee attended a staff development training out of area on topics related to the provision of services in compliance with ODHHS Standards 9.2 and 10.2, or
  - 11.3.6.2 hours the Grantee attended trainings in compliance with ODHHS Standards 2.2;

- 11.3.7 **Systems Advocacy Fee** - determined by the number of hours of education and information to influence a system-wide change services were provided in compliance with ODHHS Standards 10.2.

Grantee will not be paid unless Grantee is in compliance with the Contract or until a plan to become in compliance is approved by the ODHHS program contact and implemented by the Grantee.

#### **11.4 MONTHLY REPORTING REQUIREMENTS - TECHNOLOGY SPECIALIST AND ACCESS SPECIALIST**

Reports shall contain the following program information:

- 11.4.1 number of new clients served and clients trained;
- 11.4.2 number of trainings provided, including:
  - 11.4.2.1 training dates;
  - 11.4.2.2 type of training (in-person or online, client or entity);
  - 11.4.2.3 presenter name;
  - 11.4.2.4 entity name;
  - 11.4.2.5 number of entity training attendees;
  - 11.4.2.6 for online client trainings: number of attendees who reside in the specialist's assigned service area or who reside in another service area approved by ODHHS to serve;
  - 11.4.2.7 training topics;
  - 11.4.2.8 number of hours, in 15-minute increments, for the portion of the training the Grantee presented; and
  - 11.4.2.9 canceled or no-show entity trainings; and
- 11.4.3 county served for out of area services and trainings;
- 11.4.4 number of days of travel to serve a new client or train clients and provide case management or systems advocacy services out of area;
- 11.4.5 number of clients served and number of hours worked in 15-minute increments under case management services and a brief summary of case management services provided;
- 11.4.6 number of hours of systems advocacy worked in 15-minute increments and summary of efforts made;
- 11.4.7 overview of progress toward obtaining minimum goals set by the Contract, including an explanation for any goals not achieved and steps taken to achieve the goal in future months;
- 11.4.8 staff development course titles and number of days attended out of area;
- 11.4.9 number of hours in 15-minute increments of training attended in compliance with ODHHS Standards 2.2;
- 11.4.10 number of interventions made to state agencies, including a brief description (Access Specialist only);
- 11.4.11 narrative of any special challenges faced or areas of concern in providing services;
- 11.4.12 brief narrative of any activities performed in preparation for future major activities; and
- 11.4.13 any other information that ODHHS requires.

#### **11.5 RECORDS - TECHNOLOGY SPECIALIST AND ACCESS SPECIALIST**

Grantee shall keep and maintain records sufficient to determine contract compliance. At a minimum supporting documentation shall include:

- 11.5.1 client name (served and trained), contact information, if the client is deaf or hard of hearing, or a third-party validation when a minor's name cannot be released;
- 11.5.2 original or system-generated electronic sign-in-sheets for client training or third-party validation when a minor's name cannot be released that includes:
  - 11.5.2.1 number of minors trained who are deaf;
  - 11.5.2.2 number of minors trained who are hard of hearing; and
  - 11.5.2.3 third-party contact information;
- 11.5.3 services requested by a client and date requested;
- 11.5.4 summary of client requested services provided to include service provision status as pending or resolved and date resolved;
- 11.5.5 training type (in-person or online, client or entity);
- 11.5.6 training topics covered;
- 11.5.7 marketing materials that verify the training was advertised at least 2 calendar days in advance or an entity's invitation;
- 11.5.8 number of hours of training, case management, and systems advocacy provided;
- 11.5.9 dates of staff development and hours of ODHHS required training attended;
- 11.5.10 dates of travel, address where service was provided and training held, and number of miles of travel out of area;
- 11.5.11 validation from the entity of training provided and number of persons trained;
- 11.5.12 verification a training was cancelled or was an audience no-show;
- 11.5.13 county client resides;
- 11.5.14 county the in-person training occurred;
- 11.5.15 verification of clients invited to provide feedback about services received according to Grantee's approved client satisfaction plan; and
- 11.5.16 verification for SADS equipment purchased.

## **12. Specialized Telecommunications Assistance Program Outreach and Training (STAP)**

### **12.1 PURPOSE - STAP**

The purpose of the Specialized Telecommunications Assistance Program Outreach and Training is to assist persons with disabilities, whose disability interferes with their ability to access the telephone networks, to obtain specialized telecommunications devices or services to facilitate access to the telephone networks.

Only a grantee awarded a contract for STAP Outreach and Training services shall comply with this section.

### **12.2 GRANTEE REQUIREMENTS – STAP**

The Grantee shall:

- 12.2.1 establish a STAP Specialist as the staff person to provide services in accordance with the Contract and as the certifying entity on a STAP application;

- 12.2.2 identify potentially eligible applicants of the program, assist them in the application process, appropriately certify qualified applicants and check applications for accuracy, thus reducing errors on the applications;
- 12.2.3 provide information about specialized telecommunications devices and services and provide hands-on training regarding those devices and services. This process assists applicants who become clients in the selection of an appropriate assistance device to meet their individual needs; and
- 12.2.4 serve all disability groups.

### **12.3 PROGRAM RESTRICTIONS – STAP**

The following are program restrictions:

- 12.3.1 all devices purchased shall be pre-approved by ODHHS, be authorized by a STAP voucher and shall not cost more than the voucher value;
- 12.3.2 STAP vendors are not eligible for program funds;
- 12.3.3 applications obtained by a Grantee shall be sent to the ODHHS program contact at P.O. Box 12904: Mail Code 3027, Austin Texas 78711. Applications sent to a different address than that established by this Contract may not be considered applications certified under this Contract; and
- 12.3.4 applications are considered certified for the month in which the latter of the applicant's or Grantee's application signature date. Applications certified for one month cannot be used for another month.

### **12.4 MONTHLY REPORTING REQUIREMENTS – STAP**

Reports are to contain the following program information:

- 12.4.1 number of applications submitted by disability;
- 12.4.2 number of equipment demonstrations to applicants certified by a different certifier;
- 12.4.3 number of equipment setups;
- 12.4.4 number of certifications of applicant inappropriately certified by a different certifier;
- 12.4.5 number of client satisfaction surveys distributed;
- 12.4.6 overview of progress toward obtaining minimum goals set by the Contract, including an explanation for any goals not met, and steps taken to meet the goal in future months;
- 12.4.7 narrative of any special challenges faced or areas of concern in providing services;
- 12.4.8 brief narrative of any activities performed in preparation for future major activities;
- 12.4.9 a unique applicant identifier for each appropriately certified application; and
- 12.4.10 any other information that ODHHS requires.

### **12.5 REQUIRED SUPPORTING DOCUMENTATION – STAP**

Grantee will be paid a fee per complete, accurate and appropriately certified application certified by the Grantee's STAP Specialist. A complete application contains the required information requested on the application including applicant's information and original signature, appropriate device selection in relation to the applicant's disability, accurate and complete disability description and certifier's information and original signature, a valid proof

of Texas residency and the STAP contract cover form signed by the applicant. Grantee shall provide a unique applicant identifier that contains the contract number for each application submitted. See **Appendix A** of the ODHHS Standards.

Grantees are to submit to ODHHS supporting documentation for the month within ten-calendar days from the date the required monthly report is submitted. Applications shall apply to the month of service based on the later of the certifier's or applicant's signature date. Applications certified in one month cannot be used toward service of another month.

## 12.6 DUPLICATE APPLICATIONS – STAP

Duplicate applications certified under this Contract shall not be reimbursed unless:

- 12.6.1 applicant is applying under a qualified change of disability, or
- 12.6.2 applicant must re-apply due to the applicant applying more than six months prior to his/her anniversary date. If an applicant's anniversary date is more than six months from the date ODHHS receives the application, the applicant will receive a letter stating s/he will need to re-apply. The Grantee will be reimbursed one time for:
  - 12.6.2.1 certifying an application that is submitted more than 6 months prior to the applicant's anniversary date.
  - 12.6.2.2 certifying an application that is submitted within the 6 months prior to anniversary date.
- 12.6.3 any other application that is certified by the Grantee's STAP Specialist that is a duplicate application from the Grantee shall not be reimbursed.

## 12.7 FEES FOR SERVICE – STAP

The following fees shall be established for services provided:

- 12.7.1 **Application Fee** for a completed and appropriately certified application by the STAP Specialist. Fee includes time to demonstrate equipment. If an application submitted by the Grantee is not complete or appropriately certified, the Grantee will be notified through the online ODHHS Contract Reporting application. Grantee has fourteen calendar days from initial notification to submit the required information to be compensated for the application.
- 12.7.2 **Application Fee SGD** for a completed and appropriately certified Speech Generating Device ("SGD") application by the STAP Specialist who shall be a licensed Speech Language Pathologist.
- 12.7.3 **Re-applying Application Fee** for an application resubmitted due to an application submitted more than 6 months prior to the anniversary date.
- 12.7.4 **Certification Fee** for a completed certification for someone inappropriately certified by another certifying entity.
- 12.7.5 **Demonstration Fee** for demonstration of equipment for an applicant certified by someone other than Grantee.
- 12.7.6 **Setup Fee** for installation and setup of equipment for a voucher recipient that has exchanged a voucher for equipment.
- 12.7.7 **ODHHS Required Training Fee** - when attending trainings in compliance with ODHHS Standards 2.2. Fee is per hour of training attended.



## **12.8 RECORDS - STAP**

Records shall substantiate activities reported. Records shall include:

- 12.8.1 copies of the STAP applications;
- 12.8.2 copies of the STAP contract cover forms;
- 12.8.3 copies of the STAP certification form;
- 12.8.4 sign-in sheets including electronic sign-in-sheets for group trainings to include attendees name;
- 12.8.5 documentation to verify client satisfaction surveys were given to clients according to Grantee's approved plan; and
- 12.8.6 verification for SADS equipment purchased.

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## STAP Cover Form

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Grantee and Contract Number

---

STAP Specialist

---

Applicant ID #

### Part A -- Application Assistance

I was assisted by the STAP Specialist in completing the application for a specialized device for the telephone. The STAP Specialist provided information about the devices available under this program that will assist me in using the telephone.

Applicant Signature:

Date:

### Part B -- Equipment Demonstration

The STAP Specialist took the time to show me different devices available under the STAP for using the telephone. I was able to try several devices to determine which device worked best for me.

Applicant Signature:

Date:

### Part C -- Equipment Setup

The STAP Specialist setup the telephone or equipment I received with a STAP voucher and I was able to make a call using the equipment. The Specialist explained how to use the equipment.

Applicant Signature:

Date:

## Attachment B

**Payment for Services Provided****1. Payment for Services**

HHSC hereby agrees to pay for contracted services provided on a fee for service basis in accordance with the ODHHS Standards and as established in Section 2 below.

**2. Resource Specialist Fees****Clients Served Fee - Service levels**

*New clients served, and clients trained is based on established goal on a tiered basis.*

Number of clients (range)	Fee requested (monthly)
18 to 32	\$4,048.00
33 to 47	\$5,139.00
48 to 59	\$6,139.00
60+	\$7,139.00

**Entity Training Fee**

\$150.00 each

**Out of Area Travel Fee**

*when serving a client or providing training 30 miles or more from the specialist's office*

\$100.00 per travel day

**Case Management Fee**

\$60.00 per hour

**Systems Advocacy Fee**

\$150.00 per hour

**Staff Development Fee – ODHHS required training**

\$45.00 per hour

**Staff Development Fee – staff development training**

*when attending training 30 miles or more from the specialist's office*

\$200.00 per travel day

**Administrative Fee**

\$1,000.00 per month

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Attachment C

**Additional Contract Requirements**

The following goals are the established minimal goals in accordance with the Contract Standards for ODHHS Specialist Contracts, Section 8.

Total number of new clients who are deaf or hard of hearing served plus clients who are deaf or hard of hearing trained monthly by the Access Specialist	53
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Attachment D

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



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

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## 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](mailto: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](mailto: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 NEGLIGENT 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://hhsex.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. 51<sup>st</sup> 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 E

**HEALTH AND HUMAN SERVICES****Contract Number** \_\_\_\_\_**Attachment****CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

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 HHS 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 HHS 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 System Agency. 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. 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**

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 HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

**7. HHS Right to Use**

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS 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 Terrorist 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. 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.

**24. Television Equipment Recycling Program**

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.

**25. 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.

**26. 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.

**27. 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 System Agency. 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 System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

**28. Fraud, Waste, and Abuse**

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General  
Attn: Fraud Hotline  
MC 1300  
P.O. Box 85200  
Austin, Texas 78708-5200

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. Entities that Boycott Israel**

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**34. E-Verify**

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:

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

**35. Former Agency Employees – Certain Contracts**

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, in accordance with Section 2252.901 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.



**36. Disclosure of Prior State Employment – Consulting Services**

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, System Agency 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:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. 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 System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

**37. Abortion Funding Limitation**

Contractor understands, acknowledges, and agrees that, pursuant to Article IX 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:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. 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
3. 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.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) 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 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

**39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)**

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

**40. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

**41. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**42. Entities that Discriminate Against Firearm and Ammunition Industries**

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**43. Security Controls for State Agency Data**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the contract.

**44. Cloud Computing State Risk and Authorization Management Program**

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

**45. Office of Inspector General Investigative Findings Expert Review**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses**

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

**48. Enforcement of Certain Federal Firearms Laws Prohibited**

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

**49. Prohibition on Abortions**

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family

Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. 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 II.

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. Equal Employment Opportunity**

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

**55. 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).

**56. 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.


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

Access Vine LLC

Legal Name of Contractor

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) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

<small>DocuSigned by:</small>	
	8/15/2021
<small>1B727BB02AC6474...</small>	
<b>Signature of Authorized Representative</b>	<b>Date Signed</b>
David Tuite	Contract Manager
<b>Printed Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>
First, Middle Name or Initial, and Last Name	
8900 Teresina Dr	Austin, TX 78749
<b>Physical Street Address</b>	<b>City, State, Zip Code</b>
<b>Mailing Address, if different</b>	<b>City, State, Zip Code</b>
N/A	
<b>Phone Number</b>	<b>Fax Number</b>
david.tuite75@gmail.com	
<b>Email Address</b>	<b>DUNS Number</b>
<b>Federal Employer Identification Number</b>	<b>Texas Payee ID No. – 11 digits</b>
<b>Texas Franchise Tax Number</b>	<b>Texas Secretary of State Filing Number</b>