

**SIGNATURE DOCUMENT FOR  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. HHS000979200012**

**UNDER THE**

**2-1-1 TEXAS INFORMATION AND REFERRAL NETWORK OPERATIONS GRANT PROGRAM**

**I. PURPOSE**

The Health and Human Services Commission (“**System Agency**”) and South Plains Association of Governments (“**Grantee**”) (each a “**Party**” and collectively the “**Parties**”) enter into the following grant contract to provide funding for 2-1-1 Texas Information and Referral Network Operations (the “**Contract**”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of governed by federal, state, and local laws, including, but not limited to, the following:

- A. Title 45 Code of Federal Regulations (“**CFR**”), Part 75;
- B. Title 45 CFR, Part 1321;
- C. Title 45 CFR, Part 91;
- D. The Uniform Grant Management Standards (“**UGMS**”), Governor’s Office of Budget and Planning, June 2004; and
- E. Federal Grant and Cooperative Agreement Act of 1977, now 31 U.S.C. §§ 6301-6308.

**III. DURATION**

The Contract is effective on September 1, 2021 and terminates on August 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

**IV. BUDGET**

The total amount of this Contract will not exceed **\$236,909.00** for state fiscal year 2022. Grantee is not required to provide matching funds. All expenditures under the Contract will be in accordance with **ATTACHMENT B – BUDGET**.

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

**V. REPORTING REQUIREMENTS**

Grantee shall satisfy all Key Performance Requirements and Contract Deliverables as set forth in **Attachment A, Sections 12 & 13**, respectively.

**VI. CONTRACT REPRESENTATIVES**

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

**System Agency**

Health and Human Services Commission  
909 West 45<sup>th</sup> Street, Mail Code 2099  
Austin, Texas 78751  
Attention: Jesusita Flores  
Jesusita.Flores@hhs.texas.gov

**Grantee**

South Plains Association of  
Governments  
1323 58th St.  
Lubbock, TX 79412  
Attention: Tim C. Pierce  
Executive Director

**VII. LEGAL NOTICES**

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

**System Agency**

Health and Human Services Commission  
4900 N. Lamar Blvd; Mail Code 1100  
Austin, Texas 78751  
Attention: Office of Chief Counsel

**Grantee**

South Plains Association of  
Governments  
1323 58th St.  
Lubbock, TX 79412  
Attention: Tim C. Pierce  
Executive Director

**VIII. NOTICE REQUIREMENTS**

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

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

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY  
CONTRACT NO. HHS000979200012**

**SYSTEM AGENCY**

**GRANTEE**

DocuSigned by:  
*Lawayne Salter*  
00A85E643959459...  
Signature

DocuSigned by:  
*Tim C. Pierce*  
2129CE04185942D...  
Signature

Printed Name: Lawayne Salter

Printed Name: Tim C. Pierce

Title: Deputy Executive Commissioner

Title: Executive Director

Date of Execution: August 18, 2021

Date of Execution: August 18, 2021

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000979200012 ARE INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS – GRANT**
- ATTACHMENT D – CONTRACT AFFIRMATIONS**
- ATTACHMENT E – SPECIAL CONDITIONS**
- ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G – DATA USE AGREEMENT**
- ATTACHMENT H – SYSTEM AGENCY SOLICITATION NO. HHS0009792 AND ALL ADDENDA**
- ATTACHMENT I – GRANTEE’S SOLICITATION RESPONSE**
- ATTACHMENT J – INDIRECT COST RATE**
- ATTACHMENT K - INSURANCE CERTIFICATES**

**ATTACHMENTS FOLLOW**



# TEXAS

## Health and Human Services

**Cecile Erwin Young, Executive Commissioner**

**Contract  
for  
2-1-1 Texas Information and Referral Network Operations  
HHSC Contract No. HHS000979200012**

**Attachment A – Statement of Work**

## SECTION 1: AREA INFORMATION CENTER OPERATIONS

### 1 OVERVIEW

The Health and Human Services Commission administers the Texas Information and Referral Network (“**HHSC/TIRN**”), which is comprised of twenty-five (25) Area Information Center (“**AIC**”) regions that provide general information and referral (“**I&R**”) services to individuals in Texas. Each multi-county regional AIC is responsible for collecting, providing, and updating accurate, well-organized, and accessible information from state and local health and human services programs.

Individuals and families seeking I&R can contact their local AIC by dialing “2-1-1,” which is the national abbreviated dialing code for free access to health and human services I&R. The short code of 2-1-1 is an easy-to-remember and universally recognizable number that connects individuals with appropriate community-based organizations and government agencies, with the goal of encouraging prevention and fostering self-sufficiency.

Individuals can also access information through the TIRN Network by visiting the public website at: <https://www.211texas.org/>.

In addition to providing comprehensive I&R services to all counties in their regions, AICs play an integral role in the *Governor’s Homeland Security Strategic Plan for 2020-2025* by providing information to the public in the event of a disaster or emergency.

The 2-1-1 TIRN Network is committed to continuous improvement of the efficiency and quality of services. In addition to providing services during normal operations and public emergency events, AICs also participate in special initiatives and collaborative projects that serve Texas residents. The Grantee must have demonstrated capacity to expand their programming to accommodate these types of initiatives.

The grantee must possess and maintain the knowledge, skills, experience, and abilities necessary to deliver contracted services, achieve contract outcomes, satisfy technical requirements, and meet all required responsibilities. The Grantee will demonstrate the capacity to provide all of the following AIC core functions:

- A. Data Resource Management
- B. Information and Referral Services
- C. Disaster Preparedness and Response
- D. Focused Initiatives
- E. Outreach Activities

The Grantee must meet the following requirements:

- A. A physical location must be maintained in at least one of the AIC regions for which applications are being submitted; and
- B. A permanent staff person must be located in the region(s) where the Grantee does not have a physical location.

## 2 AIC INFRASTRUCTURE

### 2.1 Physical Location and Hours of Operation

AICs must be fully operational and able to respond to inquiries 24 hours a day, seven (7) days a week, year-round.

AICs may choose to subaward with other centers in the Texas 2-1-1 network to fulfill coverage requirements during overnight hours, weekends, holidays, office or agency relocations, conferences, trainings, meetings, and other periods of extended offline time; however, offline requests and any applicable sub awarding arrangement must be submitted in writing and approved by HHSC/TIRN.

Additionally, AICs that subaward for offline coverage must ensure services provided by the sub awarded center meet or exceed the AIC's service level. AICs must conduct random monitoring of recorded calls taken by the sub awarded center to verify call quality and address any issues that may arise. Evidence of quality monitoring activities must be documented and made available to HHSC/TIRN upon request.

### 2.2 TECHNICAL REQUIREMENTS

The Grantee must provide certain technical equipment and have the capacity to support some aspects of the telecommunications activity, which allows the HHSC/TIRN to function as a system.

#### 2.2.1 REQUIRED EQUIPMENT, MATERIALS, AND SUPPORT

The table below shows the equipment, materials, and other support to be provided by HHSC/TIRN, as well as, the requirements of the Grantee.

HHSC/TIRN will provide:	AIC must provide:
1. A Router / Voice Gateway	1. A broadband connection to the Internet with a firewall to prevent non-trusted activity
2. Uninterruptible Power Supply ("UPS") to power all HHSC/TIRN-supplied equipment, which is the only equipment allowed on the HHSC/TIRN-supplied UPS	2. A dedicated electrical outlet for the HHSC/TIRN-supplied UPS. The specifications for this outlet depend on site-specific requirements, but could range from National Electrical Manufacturers Association ("NEMA") 5-15P to NEMA L6-30
3. An Ethernet Switch (if required based on HHSC/TIRN evaluation)	3. Category 5 ("Cat 5") or better cable connection from the demarcation point to the HHSC/TIRN rack of gear
4. Voice-over Internet Protocol phones for staff to conduct HHSC/TIRN business	4. A dedicated server room that must remain locked at all times, be accessible only by select agency staff, and be used only for server and other equipment storage

HHSC/TIRN will provide:	AIC must provide:
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5. Public Switched Telephone Network (“PSTN”) lines to support 2-1-1 call needs. The number of lines will be determined by HHSC/TIRN staff	5. Adequate ventilation and cooling in the server room a) The temperature of the room must be maintained between 60- and 80-degrees Fahrenheit at all times. b) The temperature and humidity may be monitored remotely.
6. A patch panel for AIC stations	6. A direct employee or contracted employee to provide network and computer administration (“IT”) (see Section 3.1.5 <b>Information Technology Support Staff – Responsibilities and Qualifications</b> )
7. A standard rack to hold gear	7. A firewall configured to allow activity as defined by HHSC/TIRN. The firewall must permit e-mail from HHSC addresses and those of HHSC/TIRN vendors
8. Sufficient bandwidth (through a Virtual Private Network [“VPN”] or other means) to handle call volume and other HHSC/TIRN needs	8. Phones with Ethernet wiring either directly or through a patch panel to the HHSC/TIRN-supplied router or switches (HHSC/TIRN will not allow additional switches to extend the reach to other phones. The exception is any switches supplied by HHSC/TIRN for ESEC “formerly known as Warm Centers”.)
9. Technical support for HHSC/TIRN equipment	9. Computers with virus protection software that must be able to de-select the scanning of network attached servers and comply with other business requirements of HHSC/TIRN. Browser software on the computers must allow for pop-ups

AICs are not permitted to access/change/modify or repurpose any hardware or equipment supplied by HHSC/TIRN unless directed to do so, in writing, by HHSC/TIRN. Additionally, wireless connectivity to the HHSC/TIRN-supplied network, router, or switch is prohibited. At the end of the contract term, all HHSC/TIRN issued equipment must be returned within sixty (60) business days of expiration of contract, unless otherwise specified by HHSC/TIRN.

### 2.2.2 COMPUTER AND SOFTWARE REQUIREMENTS

Below are the current HHSC/TIRN-defined computer and software requirements, which AICs will adhere to throughout the contract term. Due to the evolving nature of technology, these requirements are subject to change by HHSC/TIRN at any time.

<b>Computer/Software Item</b>	<b>Requirements</b>
Platform/Image Core	<ul style="list-style-type: none"> <li>• CPU: Minimum 2.0GHz (Recommended 3.2GHz+)</li> <li>• Memory: Minimum 2 GB (Recommended 4GB)</li> <li>• Disk Space for Desktop and Process Analytics: 10 MB for the client installation files and 100 MB to ensure processes run when there is no network.</li> <li>• Monitor: Minimum resolution: 1280 x 800 (Recommended resolution: 1280 x 1024 or higher)</li> <li>• Sound Card: Sound card, plus speakers and/or headphones</li> <li>• Video Card: Minimum 32MB RAM</li> <li>• Peripherals: Keyboard, Mouse, CD-ROM drive (or access to a shared network drive)</li> <li>• Network 10-100 MBPS 10-BaseT LAN Card or faster</li> </ul>
Operating System	<ul style="list-style-type: none"> <li>• Microsoft Windows® 7 (32-bit or 64-bit)</li> <li>• Microsoft Windows® 10 (32-bit or 64-bit)</li> <li>• Mac OS X</li> </ul>
Browser	<ul style="list-style-type: none"> <li>• Microsoft Internet Explorer® 7.0</li> <li>• Microsoft Internet Explorer® 8.0</li> <li>• Microsoft Internet Explorer® 9.0</li> <li>• Microsoft Internet Explorer® 10.0 (only for Finesse 10.5 ES1 or higher)</li> <li>• Microsoft Internet Explorer® 11.0</li> <li>• Firefox</li> <li>• Microsoft Edge</li> <li>• Chrome</li> </ul>
Plug-ins	<ul style="list-style-type: none"> <li>• Oracle JRE 1. (Update 121 or Higher)</li> <li>• Allow ActiveX (filtering must be enabled for ActiveX plug-ins)</li> <li>• Cookies must be enabled</li> <li>• Java Plug-in 1.7_7 or later</li> </ul>
Other Software Loaded on System/Image	<ul style="list-style-type: none"> <li>• Anti-Virus</li> <li>• Adobe Reader 6.0 or later</li> </ul>



Computer/Software Item	Requirements
Thin Clients and VMware Comments	<ul style="list-style-type: none"> <li>• Windows 2012 64-bit Edition with Remote Desktop Session Host (RD Session Host), and with 32-bit/64-bit Citrix XenApp 6.0</li> <li>• Windows 2008 R2/R2 SP1 64-bit Edition with Remote Desktop Session Host (RD Session Host), and with 32-bit/64-bit Citrix XenApp 6.0</li> <li>• Windows Server 2008 SP1/SP2 64-bit Edition with Remote Desktop Session Host (RD Session Host), and with 32-bit/64-bit Citrix XenApp 5.0</li> <li>• Citrix 32-bit/64-bit XenApp 7.5/7.6 and XenDesktop 7.x</li> <li>• VMware View (VDI) 5.x Supported by all desktop applications except: <ul style="list-style-type: none"> <li>○ Desktop Messaging Client if Published Application</li> <li>○ Strategic Planner</li> <li>○ Desktop Gadget</li> <li>○ Partially supported by DPA client</li> </ul> </li> <li>• Windows 2012 R2 Terminal Services</li> </ul>

### 2.3 AIRS SITE ACCREDITATION

The Grantee must either be fully accredited by the Alliance of Information and Referral Systems (“AIRS”). The purpose of the accreditation process is to assess the extent to which an I&R agency complies with quality practices within the field, as defined by the *AIRS Standards and Quality Indicators for Professional Information and Referral* (AIRS Standards). I&R agencies (AICs) work collaboratively with AIRS to ensure a strong foundation for service delivery and future development.

The Grantee must maintain their AIRS accreditation throughout the duration of the contract period. Grantees that are in conditional accreditation status at the contract start date must achieve full accreditation within six months (180 days).

### 2.4 FINANCIAL SYSTEMS

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

- A. The systems must be appropriate to the size of the organization.
- B. The accounting system must consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports.
- C. The accounting system must be capable of producing expenditure reports, cost center analyses, budget formats, and automated reports as required by, and without additional

support from, HHSC.

- D. The internal controls system shall safeguard the Grantee's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures.
- E. Effective internal control shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, and other security measures.

### 3 PLAN OF OPERATIONS

The Grantee shall develop and maintain an HHSC/TIRN approved plan of operations. An initial plan must be submitted to HHSC/TIRN within thirty (30) business days after execution of the contract. Ongoing plan updates and changes shall be submitted to HHSC/TIRN for approval at least thirty (30) business days before a change becomes effective.

The initial and subsequent plans of operation shall include the following:

- A. Hours of operation and the setting in which the services will be provided;
- B. Job titles and contact information for AIC staff and their responsibilities related to fulfilling contractual obligations;
- C. Number and job classifications of staff delivering services;
- D. Qualifications and competencies of each staff member to be paid under this contract;
- E. Comprehensive description of Grantee's policies and procedures for each of the core functions provided under this contract, including:
  1. Data Resource Management (see Section 3.3 **Data Resource Management**)
  2. Information and Referral Services (see Section 3.4.1 **Information and Referral**)
  3. Disaster Preparedness and Response (see Section 3.4.2 **Disaster Preparedness and Response**)
  4. Outreach Activities (see Section 3.4.6 **Outreach Activities**)
- F. Comprehensive description and delivery method for services provided to customers;
- G. Assurance that AIC staff meet the required qualifications outlined in Section 3.1 **AIC Staff Requirements**.

#### 3.1 AIC STAFF REQUIREMENTS

AIC staff must possess and maintain the knowledge, skills, experience, and abilities necessary to deliver contracted services, achieve contract outcomes, satisfy technical requirements, and meet all responsibilities, according to the current AIRS Standards. The Grantee must fill the six key staff positions listed in the following sections. Responsibilities for each position and minimum qualifications for these positions are described below. (Note: Staff may serve in multiple capacities, depending upon the size of the AIC and its configuration. The staff configuration will satisfy contractual requirements.)

### **3.1.1 PROGRAM DIRECTOR – RESPONSIBILITIES AND QUALIFICATIONS**

The Program Director is responsible for the overall provision and coordination of information and referral services and staff training. The individual in this position must have the following minimum qualifications:

- A. Bachelor's degree, and a minimum of three years of work experience in a related field; or master's degree and a minimum of one year of work experience in a related field.
- B. If the person being considered for this position does not have a bachelor's degree, one of the following may be substituted to satisfy this requirement:
  - 1. A minimum of seven (7) years of work experience in a related field; or
  - 2. A minimum of four (4) years of call center management and/or lead experience.

### **3.1.2 CONTACT CENTER MANAGER – RESPONSIBILITIES AND QUALIFICATIONS**

The Contact Center Manager is responsible for contact center operations, including the ability to forecast and effectively manage contact volume, and schedule staff and training to meet service level objectives. The Contact Center Manager is responsible for monitoring the HHSC/TIRN contact center real-time and historical reporting data for telephony system activity, as well as activity related to web-based chat or SMS text service, if applicable. The minimum qualifications for this position include:

- A. Bachelor's degree, and a minimum of one year of work experience in a related field; or a master's degree.
- B. If the person being considered for this position does not have a bachelor's degree, one of the following may be substituted to satisfy this requirement:
  - 1. A minimum of five (5) years of work experience in a related field; or
  - 2. A minimum of two and one half (2.5) years of call center experience.

### **3.1.3 RESOURCE MANAGER – RESPONSIBILITIES AND QUALIFICATIONS**

The Resource Manager is responsible for creating and maintaining a comprehensive database of resources in the AIC service region in accordance with AIRS Standards. The employee in this full-time position must hold the AIRS Certified Resource Specialist – Database Curator (“**CRS- DC**”) certification. If the employee does not have this certification at the time of proposal submission, the Grantee must provide a plan for the employee to obtain CRS-DC certification within six (6) months of eligibility for the exam. (If the CRS-certified employee departs the program during the contract period, the AIC must provide HHSC/TIRN a written plan that will result in a staff member’s CRS-DC certification within six (6) months of eligibility for the exam.)

The Resource Manager must have the following minimum qualifications:

- A. Bachelor’s Degree and one year of experience in a related field.
- B. If the person being considered for this position does not have a bachelor's degree, one of the following may be substituted to satisfy this requirement:

1. A minimum of five (5) years of work experience in a related field and a High School Diploma or General Education Development (“**GED**”) certificate; or
2. A minimum of two and one half (2.5) years of call center experience or social service delivery and a High School Diploma or GED certificate. Note: In situations in which the host agency for the AIC covers more than one AIC region, the Resource Manager may be required to be located and serve in the region in which the AIC does not have a physical presence.

#### **3.1.4 INFORMATION AND REFERRAL CONTACT SPECIALIST – RESPONSIBILITIES AND QUALIFICATIONS**

I&R Contact Specialists are responsible for handling the inquiries that come into the contact center from individuals seeking assistance. Each I&R Contact Specialist must hold an AIRS Community Resource Specialist (“**CRS**”) certification. If the employee does not have this certification at the time of contract execution, the Grantee must include a plan for the employee to obtain CRS certification within six (6) months of eligibility for the exam. The I&R Contact Specialists must also have the following minimum qualifications:

- A. Bachelor's Degree.
- B. If the person being considered for this position does not have a bachelor's degree, one of the following may be substituted to satisfy this requirement:
  1. A minimum of four (4) years of work experience in a related field and a High School Diploma or GED certificate; or
  2. A minimum of two (2) years of call center experience or social service delivery and a High School Diploma or GED certificate.

#### **3.1.5 INFORMATION TECHNOLOGY SUPPORT STAFF – RESPONSIBILITIES AND QUALIFICATIONS**

IT Support Staff are responsible for providing technical support to the Grantee organization. This function may be provided by hired staff or the Grantee may choose to subaward for this service. In either scenario, the IT Support Staff must have the following minimum qualifications:

- A. CCNA/CCNP Voice certification - Microsoft Certified IT professional.
- B. IP telephony experience, specifically with Cisco phones in a call center environment.

#### **3.1.6 COMMUNITY OUTREACH COORDINATOR – RESPONSIBILITIES AND QUALIFICATIONS**

The Community Outreach Coordinator is responsible for developing and maintaining cooperative relationships within the designated region for the purpose of promoting and expanding 2-1-1 services. The Community Outreach Coordinator must have the following minimum qualifications:

- A. Bachelor's degree, and a minimum of one year of work experience in a related field; or a master's degree.
- B. If the person being considered for this position does not have a Bachelor's degree, one of the following may be substituted to satisfy this requirement:
  1. A minimum of five (5) years of related work experience; or

2. A minimum of two and a half (2.5) years of call center experience.

Note: In situations in which the host agency for the AIC covers more than one AIC region, the Community Outreach Coordinator may be required to be located and serve in the region in which the AIC does not have a physical presence.

### **3.1.7 EMERGENCY MANAGEMENT COORDINATOR**

The Emergency Management Coordinator is responsible for serving as the primary point of contact for HHSC/TIRN and other parties during disasters and events. The staff person designated for this position must:

- A. Participate in emergency management planning, response, and recovery efforts.
- B. Serve as the AIC's subject matter expert on HHSC/TIRN's *AIC Emergency Management Protocols*.
- C. Develop and maintain professional relationships with local Offices of Emergency Management ("OEM"), local public health entities, Disaster District Coordinators, Voluntary Organizations Active in Disasters ("VOAD"), and the Red Cross.

## **3.2 AIC STAFFING PLAN**

The Grantee must submit an AIC Staffing Plan that demonstrates sufficient capacity to fulfill contract and performance requirements. A final Staffing Plan shall be submitted to HHSC/TIRN thirty (30) calendar days after contract execution (or date specified by HHSC/TIRN), and thirty (30) business days prior to the end of each operational year. Ongoing Staffing Plan updates and changes shall be submitted to HHSC/TIRN for approval at least fourteen (14) calendar days before a change becomes effective (see next section).

The Staffing Plan must be submitted that:

- A. Identifies key personnel and the percentage of time each staff person will commit to this contract. (If 100% of a staff person's time will be dedicated to the contract, they would not be permitted to manage, oversee, or participate in other projects, contracts, etc.)
- B. Defines the required qualifications, skills, and duties of each staff position, including the required positions defined in Section 3.1 **AIC Staff Requirements**.
- C. Indicates if a position is full- or part-time.
- D. Demonstrates sufficient AIC staffing to support the service area and contact volumes.
- E. Indicates which positions will be filled by paid employees and which will be filled by trained volunteers (i.e., during disasters and emergency events when call volumes increase substantially).
- F. Includes a process for requesting approval from HHSC/TIRN to augment staffing during disasters or events when the AIC may need to enlist the assistance of trained volunteers to manage increased call volumes.
- G. Includes an up-to-date organizational chart showing the lines of reporting.

To establish strong accountability controls, the Grantee must propose and provide ongoing reporting of organizational structure and identification of key personnel, including résumés and references for HHSC/TIRN approval.

### **3.2.1 AIRS CERTIFICATION FOR AIC STAFF**

At least 51% of AIC staff must be eligible for the required AIRS CRS certification by the contract start date. The AIRS Certification Program is based on established standards for the I&R field and takes into consideration the knowledge, skills, attitudes, and work-related behaviors needed by I&R staff to provide quality services. Eligibility for the AIRS certification is based on an individual's I&R and other relevant experience, as well as their educational background. Initial certification is based on the job duties the individual actually performs and/or directly supervises.

### **3.2.2 POST-AWARD STAFFING**

After contract award, the Grantee must report any organizational changes that result in a restructure of the organization or redirection of required key personnel to perform functions other than the responsibilities of their current position, either temporarily or permanently.

Throughout the contract period, the Grantee must:

- A. Maintain a core staff sufficient for successful fulfillment of contract and performance requirements with experience in the functional areas in which they work (see Section 3.1 **AIC Staff Requirements**).
- B. Allocate key personnel and their percentage of time to this contract, which must be approved by HHSC.
- C. Submit notification to HHSC in writing within fourteen (14) calendar days that a key personnel vacancy will occur for any reason or prior to making any changes in key personnel other than changes due to resignation, death, or military recall. Notification must include a plan to recruit key personnel.
- D. Submit an initial organizational chart within thirty (30) calendar days after contract execution or date specified by HHSC, including the names and positions of all personnel assigned to this contract. The organizational chart must designate key personnel.
- E. Submit an updated organizational chart as changes in personnel occur or as specified by HHSC.
- F. Submit notification to HHSC in writing within ten (10) calendar days whenever key personnel are temporarily redirected to perform functions other than the responsibilities of their current position.
- G. Ensure appropriate AIC staff are available to meet with HHSC and that access to those staff by HHSC is not restricted.

### **3.2.3 STAFF AND VOLUNTEER PERSONNEL FILES**

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

- A. An up-to-date job description outlining responsibilities, essential job functions, and lines of accountability;
- B. Training documentation; and
- C. Standardized observation and performance appraisal forms. Staff evaluations will address specific responsibilities, roles, and job functions outlined in the individuals' job descriptions and will be conducted, at a minimum, on an annual basis.

### **3.3 DATA RESOURCE MANAGEMENT**

The AIC's regional records within the statewide database are the primary source of information regarding governmental and social service programs available to the community. AICs are responsible for collecting, updating, and managing information specific to their regions in the HHSC/TIRN-administered statewide database.

#### **3.3.1 DATA QUALITY STANDARDS AND POLICIES**

To ensure the dissemination of accurate and comprehensive information regarding the governmental and social services resources are available to residents of Texas, AICs are required to adhere to protocols prescribed by HHSC/TIRN when determining if an entity should be included in the database and in formatting their information. AICs will use the following guidance materials when completing this function:

- A. The *2-1-1 Texas Information and Referral Network Database Inclusion/Exclusion Criteria* policy was established by HHSC to provide guidelines for determining which service organizations can be listed in the statewide resource database.
- B. The most current version of the HHSC/TIRN *Data Quality and Style Guide* standards must be used when formatting, writing, and indexing database records.
- C. AICs must use the AIRS taxonomy standards to properly index their region's resource records in the database. Taxonomies are used to index and retrieve information about a particular subject in a systematic, unambiguous way. (Note: There are some instances in which the AIRS taxonomy standards for indexing records conflict with guidance in the HHSC/TIRN *Data Quality and Style Guide* standards. These instances are documented in the HHSC/TIRN *Data Quality and Style Guide*, which should be followed.)

#### **3.3.2 DATA QUALITY INITIATIVES**

HHSC/TIRN engages in continuous improvement activities to ensure information contained in the statewide database is accurate and complete. On a regular basis, HHSC/TIRN staff review resource records to determine if there is missing or invalid information. If any issues are identified, HHSC/TIRN will notify the AIC and request the necessary corrections. AICs must respond to these requests and complete all data quality initiatives in the timeframe established by HHSC/TIRN. HHSC/TIRN will conduct follow-up audits to ensure all corrections were made. The goal is for AICs to achieve a passing rate of 100 percent.

### **3.3.3 ANNUAL FORMAL REVIEWS**

On an annual basis, AICs must conduct formal reviews of all active agencies in their region. AICs must have a documented process to evaluate resource records to ensure they are consistent and adhere to style guide requirements. The timing of these reviews should be based on the date of the last formal review to ensure compliance with the required timeframe. This enables AICs to perform this function throughout the year, rather than for one month. HHSC/TIRN requires formal reviews to be completed within a 13-month timeframe.

Formal reviews must be documented in writing to capture the AIC's attempts and methods used to contact the agencies, as well as the outcomes of communications with agency representatives. Documentation should also track the response rate of the agency being reviewed and contact methods used (e.g., telephone, email, fax, site visit, etc.). The AIC's formal review process must also include criteria for removing an agency from the database when information cannot be verified. Formal review documentation must be retained in accordance with contract retention requirements and provided to HHSC/TIRN via email upon request. HHSC/TIRN will conduct database audits to verify this requirement has been met. Contractor must conduct formal reviews of 100% of the active agencies within a 13-month timeframe.

#### **3.3.3.1 ANNUAL SURVEY OF ACTIVE AGENCIES**

Upon direction from HHSC/TIRN, AICs shall conduct an annual survey of agencies within the contracted region using a template provided by HHSC/TIRN. The survey will measure each agency's level of satisfaction with record accuracy, as well as their assessment of any interactions they may have had with the AIC's Resource Specialists and/or Managers. The survey will also measure the agency's familiarity with and opinion of the online resource database. The AIC may complete this survey as part of the annual formal review process or as a separate activity. The AIC must meet a 100% compliance rate for survey distribution.

#### **3.3.3.2 UPDATING OF RESOURCE RECORDS**

AICs must update resource records when information changes or when it is determined that a record must be deactivated (i.e., when services are no longer available or when the agency no longer meets criteria in the HHSC/TIRN inclusion/exclusion policy). The AIC must have a process for documenting updates and reasons for deactivations. To ensure this requirement is being met, HHSC/TIRN will conduct database audits and request sample email communications with agency representatives.

### **3.4 2-1-1 SERVICE DELIVERY**

AICs must be fully operational and able to respond to inquiries twenty-four (24) hours a day, seven (7) days a week. Services must be provided by trained I&R Contact Specialists who meet the staffing requirements set forth in Section 3.1 **AIC Staff Requirements**. AICs must provide customers accurate and comprehensive information in an unbiased, non-judgmental, and culturally sensitive way to address their needs and optimize customer choice. If applicable (e.g. in the event of a special project or focused



initiative), customers in need will be transferred to an entry point for specialized customer intake and/or assessment.

Equally important, I&R services must be accessible to customers with special needs and those for whom English is not their first language. HHSC/TIRN ensures AICs have access to telephony-based interpreter services.

Additionally, the AIC must have policies and procedures in place for:

- A. Ensuring the confidentiality and security of all customer information, and responding to possible breaches of this information;
- B. Professionally and respectfully responding to challenging or offensive customer behavior; and
- C. Resolving complaints from customers and community service agencies.

HHSC/TIRN continually assesses additional methods to engage customers in need of 2-1-1 services and may direct AICs to implement new services during the contract period. Possible features that may be implemented in the future include:

- A. Multi-channel information and referral services, including web chat and one-way and/or two-way texting. AICs would be required to adhere to appropriate HHSC/TIRN guidelines and performance expectations. AICs would be required to enroll clients into communication modalities (e.g., one-way text messaging, two-way text messaging, and/or smart phone applications) if directed to do so by HHSC/TIRN.
- B. Electronic referral (“**e-referral**”) as a future method of delivering I&R services for 2-1-1 users. Once e-referral is established as a means for providing I&R services, the AIC must adhere to appropriate HHSC guidelines for processing e-referrals, including provisions outlined in the **Attachment G. Data Use Agreement**

Regardless of the method by which services are provided, the elements of quality I&R services are the same.

#### **3.4.1 INFORMATION AND REFERRAL**

I&R Contact Specialists must adhere to AIRS Standards for Service Delivery when providing required services. This process involves specific steps, which are expanded upon in the AIRS Standards and involve:

- A. Greeting the customer and establishing and maintaining a rapport with them throughout the interaction;
- B. Using active listening and effective questioning skills to assess, clarify, and prioritize the customer’s needs;
- C. Providing the requested information and/or appropriate resources;
- D. Making referrals to organizations that can assist the customer with their identified needs, ensuring the customer is aware of anything about the organizations that may be helpful in making an informed choice;

- E. Assisting the customer in identifying alternative solutions when the requested services are not available in the area; and
- F. Documenting the reason for the call (i.e., customer needs and challenges) and the actions taken by the I&R Contact Specialist (e.g., assessment, provision of information and/or referral, crisis intervention, advocacy efforts, etc.).
- G. Conducting follow-up contacts with vulnerable populations and to assess customer satisfaction/quality assurance.

In addition, all I&R Contact Specialists must be fully trained on the AIC's Crisis Call protocol and how to respond to such situations.

#### **3.4.1.1 CUSTOMER ADVOCACY**

In certain situations, it may be necessary for I&R Contact Specialists to take additional steps to help customers obtain the services they need (i.e., making additional calls or other actions on behalf of the customer). AICs must establish a policy that explains when it is allowable for I&R Contact Specialists to conduct this type of advocacy assistance and when it would be necessary to involve supervisory staff. The policy must also address customer authorization and confidentiality issues. (More in-depth information on this requirement can be found in the *AIRS Standards and Quality Indicators for Professional Information and Referral*.)

#### **3.4.1.2 CRISIS INTERVENTION**

AICs must develop policies and protocol for assisting customers who are in crisis. I&R Contact Specialists must be trained to implement crisis protocol when a customer is at risk or in urgent need of intervention assistance. This includes the ability to recognize potentially concerning situations and assess the level of risk or endangerment. Examples of such situations include:

- A. Threats of suicide or homicide
- B. Any form of adult and/or child abuse or assault (i.e., physical, sexual, severe neglect)
- C. Mental health emergencies
- D. Other endangerment circumstances

The AIC's crisis protocol must include procedures for:

- A. De-escalating and stabilizing the customer;
- B. Assessing the situation and determining next steps;
- C. Involving other emergency services, when warranted (e.g., 911, formal crisis intervention centers, etc.);
- D. Documenting the interaction with the customer;
- E. Training, mentoring, and monitoring I&R Contact Specialists in crisis management and applicable state legislation regarding mandatory reporting procedures.

More in-depth information on this requirement can be found in the *AIRS Standards and Quality Indicators for Professional Information and Referral*.

### **3.4.1.3 CUSTOMER SERVICE AND FOLLOW-UP FOR CONTACTS**

AICs must establish policies and procedures for conducting follow-up contacts with customers. Follow-up contacts may include those driven by the individual customer, such as those whose safety is at risk, whose basic needs are not being met, or who may be vulnerable and need additional assistance accessing services. Other follow-up contacts may be conducted as part of program evaluation efforts to assess outcomes of I&R services. Follow-up contacts should be conducted with the permission of the customer one to three days after the customer's initial contact with the I&R Contact Specialist. The I&R Contact Specialist will document the follow-up call in a standard questionnaire provided by HHSC/TIRN.

In addition, customer satisfaction/quality assurance follow-up contacts must also be conducted as part of the AIC's effort to improve overall service delivery. These types of follow-up contacts help the AIC determine the extent to which the referral information was helpful in addressing the customer's needs and/or if the information provided has any inaccuracies that must be updated in the database. AICs should also be able to evaluate the effectiveness of existing community service providers and identify areas where service gaps exist. (This can also be determined by evaluating "unmet need" data collected in contact documentation.)

AICs will report the outcomes of these follow-up contacts in their quarterly reports to HHSC/TIRN.

### **3.4.1.4 CONTACT DOCUMENTATION**

I&R Contact Specialists are required to collect and record data for all customer contacts. At a minimum, AICs must document and track the following demographic information for each customer:

- A. Zip code
- B. City and county of residence
- C. Age (if customer is willing to provide this information)
- D. Gender (if customer is willing to provide this information)
- E. Military status (if customer is willing to provide this information)

In addition, AICs must document the following information regarding the contact itself:

- A. Contact Type, including:
  - 1. Information Only
  - 2. Assessment and Referral
  - 3. Assessment without Referral

4. Crisis Intervention
  5. Customer Advocacy
- B. Presenting need(s)
  - C. Organizations to which referrals were provided
  - D. Whether or not the customer's need was met. If the need was not met, a reason code must be provided as to why the need was not met (e.g., Client ineligible, Service Does Not Exist, etc.).
  - E. Other required data as specified by HHSC/TIRN.

Note: HHSC/TIRN may add/change/delete contact documentation requirements at any time and AICs must implement the changes accordingly.

### **3.4.1.5 SERVICE LEVEL TARGETS**

Service levels are a measure of an AIC's capacity to answer a percentage of total call volume within a predetermined time threshold. They demonstrate how accessible the AIC is to customers and indicate to management how many I&R Contact Specialists are needed to provide efficient service. Below are the required service level targets set by HHSC/TIRN.

In regions where the monthly call volume is 10,000 calls or less, the AIC must:

- A. Answer 80% of incoming calls within 60 seconds or less;
- B. Have an abandoned call rate of 10% or less; and
- C. Have a Rolled-Over/Not Answered ("RONA") call rate of 1% or less.

In regions where the monthly call volume exceeds 10,000 calls, the AIC must:

- A. During Year 1 of the contract term, answer 75% of incoming calls within 60 seconds or less;
- B. During Year 2 of the contract term, answer 80% of incoming calls within 60 seconds or less;
- C. Have an abandoned call rate of 10% or less for both years; and
- D. Have a RONA call rate of 1% or less for both years.

### **3.4.2 DISASTER PREPAREDNESS AND RESPONSE**

AICs must have policies and procedures in place to enable it to respond to disasters or events that affect the AIC region and/or other areas of the state. HHSC/TIRN defines a disaster or event as "any unplanned occurrence that has the potential to result in, or may have already resulted in, property damage, deaths, and/or injuries to a community (e.g., natural disaster, pandemic)." During such occurrences, it is expected that call volume may increase in the affected geographic area, as well as in other areas of the state. AICs must be ready to respond in a short period of time and effectively coordinate with local and state emergency management organizations.

All AICs are responsible for monitoring, researching, and determining the details and scope of any disasters/events that affect their regions. This information must be promptly provided to HHSC/TIRN and the entire 2-1-1 network, as described and required in the *AIC Emergency Management Protocols*. Additionally, AICs are expected to support the entire network during disasters/events, whether or not there is a direct impact to their area.

AICs shall adhere to the processes set forth in the *AIC Emergency Management Protocols* and must participate in emergency management planning, response and recovery, as directed by HHSC/TIRN. Training and support on the protocols is provided by HHSC/TIRN and accessible through the TIRN Learning Management System.

### **3.4.2.1 EMERGENCY OPERATIONS, ESCALATION OF SERVICES, AND BUSINESS CONTINUITY PLAN**

The Grantee must develop and submit an Emergency Operations, Escalation of Services, and Business Continuity Plan that describes the AIC's processes for emergency preparation and response, including instances when AIC operations are directly impacted by a disaster or other event that has the potential to disrupt services and increases contact volume beyond staff capacity and jeopardizes performance requirements. It is critical the plan provides steps the AIC will take to ensure uninterrupted service delivery to customers and detail how the Contractor will increase its capacity for service delivery both during and following its normal operating hours. The initial Emergency Operations, Escalation of Services, and Business Continuity Plan is due within forty-five (45) calendar days after contract execution or by the date specified by the System Agency. Once approved, the plan must be updated annually and submitted to HHSC/TIRN within thirty (30) calendar days prior to the end of each state fiscal year.

The plan must address the following:

- A. The process by which the AIC will increase capacity for service delivery during and after a disaster/event to meet the needs of the community. This section must include procedures for:
  1. Adding staff resources to handle an increase in the number of inbound calls and contacts (e.g., web-based chat sessions and/or text messages) during and beyond normal operating hours.
  2. Expanding the resource management function to collect, update, manage, and disseminate timely, complete, and accurate emergency management-related I&R sources in adherence with the *AIC Data Quality and Style Guide*, the *AIC Emergency Management Protocols*, and as further directed by HHSC/TIRN.
  3. Ensuring Emergency Management Coordinators, Emergency Management Coordinator back-ups, and Resource Managers have 24-hour access to email and phone communications.
- B. The procedure for informing HHSC within one (1) day of an unplanned disaster/event

that affects the performance of operations, and a timeframe for initiating the AIC's Emergency Operations and Business Continuity Plan.

- C. A risk assessment of potential issues that may realistically occur during operations, including but not limited to instances such as power/internet outages, fires, floods, severe weather events, medical emergencies, pandemics, bomb threats, radiological threats, workplace violence, etc.
- D. An outline of courses of action to address and resolve the anticipated problems.
- E. A description of the Grantee's approach to identifying a disaster recovery site location, which must include the location of the disaster recovery site and the proximity to the Grantee's central site.
- F. A description of backup and recovery procedures that specify timeframes for restoring service and whether the service restored is full or partial.
- G. A contingency plan addressing interruption to the established plan of operations and outlining communication processes, short- and/or long-term resolutions, action steps, and response time frames.
- H. A description of the documentation and tracking instruments that will allow HHSC/TIRN to determine if performance measures are met.
- I. A proposed reporting mechanism specific to disaster recovery and contingency operations.

#### **3.4.2.2 DISASTER TRAINING AND PREPAREDNESS ACTIVITIES**

The AIC must ensure all staff have a working knowledge of the *AIC Emergency Management Protocols* and are able to respond appropriately when a disaster/event occurs. They should understand how the emergency command and control structure is set up in their region and at the state and federal levels.

Program Directors, Emergency Management Coordinators, Contact Center Managers, and Resource Managers must complete the following National Incident Management System ("NIMS") / Incident Command System ("ICS") training courses within the first 90 business days of employment and provide copies of certificates to HHSC/TIRN.

- A. IS-700 – this training provides an overview of NIMS, including key concepts and principles, resource management, ICS organizational structures, communication standards and formats, interconnectivity of disaster agencies, and emergency operations functions.
- B. ICS-100 – this training covers the principles and basic structure of ICS, its functional areas, staff roles, and the relationship between ICS and NIMS.

Additionally, Emergency Management Coordinators must be trained in resource management to ensure adequate back-up for the Resource Manager, and accurate emergency resource information.

On an annual basis, the AIC must conduct internal drills to assess staff preparedness for handling an actual disaster/event. These drills must test the following:

- A. The accuracy of key personnel contact information and call tree structure;
- B. The extent to which the AIC is prepared to take calls in a crisis situation; and
- C. The extent to which AIC staff are trained in disaster/event procedures, in accordance with the *AIC Emergency Management Protocols*.

### **3.4.2.3 INCIDENT REPORTS**

If the AIC experiences a system outage interrupting service due to any cause (e.g. Internet failure or power outage), it must notify HHSC/TIRN within thirty (30) minutes and provide at least twice daily updates and at a change of circumstance to HHSC/TIRN until the identified incident is resolved. If system outage last two (2) hours or more, the AIC must submit an incident report in the prescribed format below and include the following information:

- A. Details of the outage/incident;
- B. When and how the outage/incident was discovered;
- C. Impacts to operations, systems, and/or staff;
- D. Root cause of the outage/incident, including verifying documentation from the provider responsible for the outage;
- E. Detailed corrective measures taken by the AIC to mitigate the problem and long-term corrective actions to detect and prevent future incidents, including identification of alternative providers of the failed service, if feasible and/or available.

### **3.4.3 FOCUSED INITIATIVES MANDATED BY HHSC/TIRN**

HHSC/TIRN will require AICs to participate in focused initiatives to enhance I&R services.

#### **3.4.3.1 CHILD CARE I&R SERVICES**

AICs receive funding to provide and promote quality childcare I&R services. AICs are given access to external databases to assist them in providing the following services:

- A. Information on and referrals to childcare providers that will meet the customers' needs with regard to location, age requirements, types of programs provided, etc.; and
- B. Referrals to Head Start and Early Head Start programs and services.

AICs must include listings in their databases regarding information on Texas Workforce Commission childcare subsidies available through the regional Workforce Solutions offices.

These listings must be included according to HHSC/TIRN style guidelines and other specific direction (e.g., use of a template, specific taxonomy indexing).

In addition, staff must be trained on the purpose and function of Child Care I&R Services and use of the external databases. AICs must submit reports as requested and/or required by HHSC/TIRN.

#### **3.4.3.2 SUMMER MEALS PROGRAM**

AICs will respond to information and referral calls in reference to the Texas Department of Agriculture (“TDA”) Summer Food Program received in their region as well as submit data reports as required by HHSC for the duration of the project or as directed by HHSC/TIRN.

#### **3.4.3.3 VETCONNECT**

AICs that have been identified by HHSC/TIRN will respond to calls from service members (active; veterans and/or retired) and their family members seeking assistance and provide military-specific referrals and/or other resources requested and/or deemed appropriate. Additionally, the participating AICs shall submit data reports as required by HHSC/TIRN for the duration of the project or as directed.

#### **3.4.4 FOCUSED INITIATIVES NOT MANDATED BY HHSC/TIRN**

HHSC/TIRN may require AICs to participate in other appropriate federal, state, and/or local programs to fulfill special I&R needs, such as specialized client intake, resource data sharing, and other information and assistance. AICs are required to implement these initiatives with support from HHSC/TIRN and comply with reporting requirements. Additionally, HHSC/TIRN reserves the right to add other initiatives during the contract period via amendment.

HHSC/TIRN may also require and/or invite AICs to participate in focused initiatives to enhance I&R services such as,

##### **3.4.4.1 TEXAS BALANCE OF STATE CONTINUUM OF CARE**

AICs that fall within the Texas Balance of State Continuum of Care coverage area, or if any of the AIC counties fall within the Region, (available at: <https://www.thn.org/texas-balance-state-continuum-care/>) may also receive funding to provide specialized intake for customers experiencing a housing crisis. To effectively provide this service, these AICs may be asked to identify and recruit potential coordinated entry sites such as homeless shelters, churches, community clinics, or other facilities where individuals at risk of homelessness visit. Resource Managers must provide comprehensive, up-to-date, and accurate basic needs resource records for inclusion in the Homeless Management Information System managed by the Texas Balance of State Continuum of Care. If necessary and appropriate, customers in need will be transferred to the designated entry point where they will receive specialized customer intake and/or assessment. Engagement in this project is contingent upon available



funding and may require up to a 25 percent match contribution. AICs must submit reports as requested and/or required by HHSC/TIRN.

#### **3.4.4.2 KINSHIP NAVIGATION**

A growing number of children are living with and being raised by their grandparents or other relative caregivers as a preferred alternative to foster care. Relative caregivers often face challenges obtaining accurate information on the services and benefits available to them and the children they are raising. AICs support these caregivers through the Kinship Navigation initiative, which helps connect them to the resources available in their communities. HHSC/TIRN will provide guidance to AICs for program implementation, which may include the following activities:

- A. Provide enhanced navigation assistance, expanded data capture, and targeted follow-up to inquiries from kinship caregivers;
- B. Identify kinship caregivers proactively, as relevant and according to HHSC/TIRN instruction, protocol, and/or policy;
- C. Ask customers that meet certain demographic criteria additional questions (beyond standard I&R), record and document responses, and provide outbound survey links;
- D. Offer all kinship caregivers a follow-up contact that includes a call and/or automated follow-up survey(s);
- E. Conduct specialized customer intake and/or assessment and send the call intake form to a partner organization(s), as appropriate;
- F. Conduct additional follow-up/navigation assistance as needed and/or until the kinship caregiver responses have been completed; and
- G. Provide comprehensive, up-to-date, and accurate kinship caregiving resource records, including any supplementary fields added as a part of this project.

AICs must submit reports as requested and/or required by HHSC/TIRN. Additionally, HHSC/TIRN reserves the right to add other initiatives during the contract period.

#### **3.4.5 SPECIAL PROJECTS**

AICs will participate in local special projects as directed by HHSC/TIRN to enhance I&R services within the designated service area/region. AICs must maintain and provide call center staffing that is flexible and responsive to the needs of Special Projects that may be assigned during the contract period. Special Projects are initiated locally and usually involve some level of staff training, use resource information not generally available to the region, and/or impact call volume. These projects may be financially supported by a partner organization of the Grantee or they may be unfunded.

AICs must submit a Special Project Application to obtain authorization from HHSC/TIRN. If approved, HHSC/TIRN will issue a contract amendment that must be executed prior to the AIC engaging in any Special Projects and/or external partnership(s) that may have impact to service

delivery, call handle time, and/or require HHSC/TIRN resources (e.g., telephony platform, phones, phone lines and/or technological support team/services).

### **3.4.6 OUTREACH ACTIVITIES**

Community outreach and education is important to ensuring the public, local partners, and other stakeholders are aware of 2-1-1 TIRN services and how they benefit the community.

#### **3.4.6.1 OUTREACH PROJECT WORK PLAN**

The Grantee must submit an Outreach Project Work Plan that includes at least ten (10) outreach events the AIC will conduct/participate in during the contract period to promote and educate the public about 2-1-1 TIRN services. The plan must include a description of the various activities the AIC will conduct, which may include public presentations to prospective customers, community education events, use of social media to publicize services, running tables at community health/job fairs, and other applicable activities. A variety of outreach strategies should be used to meet the needs of the population in the region, with particular focus on reaching people who have difficulty accessing services due to disabilities, homelessness, language barriers, and other barriers.

In addition, AICs may develop brochures and other media for distribution in their regions. AICs are required to request approval of all outreach items before costs can be incurred.

Grantee must maintain records of the outreach activities conducted and report specific data elements on their quarterly reports (see Section 5.1 **AIC Quarterly Performance Reports**).

### **3.4.7 AIC STAFF TRAINING**

AICs are responsible for providing training to new and existing staff related to the provision of information and referral services, database management, and the use of HHSC/TIRN mandated guidelines and reference materials, as appropriate for their respective roles. In addition to training on their daily functions, all staff must receive training on the *AIC Emergency Management Protocols*.

HHSC/TIRN will monitor training reports, AIC staff participation and certificate achievements in the TIRN Learning Management System, and attendance sheets to verify training requirements are being met.

#### **3.4.7.1 ADDITIONAL TRAINING REQUIREMENTS – I&R CONTACT SPECIALISTS**

An integral part of the training process for I&R Contact Specialists is the provision of mentoring, coaching, and monitoring to ensure the delivery of quality services. In addition to having the necessary skills to provide information and referrals, I&R Contact Specialists must also be trained to use the HHSC/TIRN Crisis Protocol. Initial training can be taken through the TIRN Learning Management System; however, supervisors of I&R Contact Specialists must also provide more intensive learning opportunities through mentoring and coaching.

HHSC/TIRN provides AICs a *Quality Standards and Definitions Guide* to assist them in this process.

I&R Contact Specialists may also receive training on the various projects under Focused Initiatives (see Section 3.4.3 **Focused Initiatives Mandated by HHSC/TIRN**) to ensure they have the proper knowledge and skills to effectively implement those activities.

#### **3.4.7.2 STAFF TRAINING PLAN**

The Grantee will develop and submit a plan for ensuring training and continuing education opportunities for AIC staff that will lead to expanded professional capacity and in-depth expertise. At a minimum, the plan should address the job-related knowledge and competencies required to achieve organizational goals and objectives, as well as the specific requirements set forth herein.

#### **3.4.7.3 ADDITIONAL TRAINING REQUIREMENTS**

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

#### **3.4.7 CULTURAL COMPETENCE**

The Grantee will develop and maintain a cultural competence plan for equitably serving all individuals. The plan must be submitted and address how the Grantee will:

- A. Meet the needs of individuals of various cultures, races, ethnic backgrounds, and religions who reside in the local area;
- B. Tailor services based on the intellectual functioning, literacy, level of education, and comprehension ability of each individual in order to ensure all information is presented in a way that meets their needs;
- C. Provide services in the individual's primary language, whether provided directly by the Grantee or through telephony-related interpreter services made available by HHSC/TIRN; and
- D. Ensure services are provided to all individuals in a manner that recognizes and affirms their worth and protects and preserves their dignity.

The Cultural Competence Plan is due within 45 calendar days after contract execution, or by the date specified by the System Agency. The Annual Cultural Competency Plan is due within 30 calendar days prior to the end of each federal fiscal year.

## **4 QUALITY ASSURANCE AND MONITORING**

The Grantee must submit a Quality Assurance Plan that documents the processes for monitoring the quality of services provided by I&R staff, as well as the integrity of database resource listings. The plan must also include the process by which individuals seeking assistance from the AIC can provide feedback about the services they received. While some of this information can be collected during customer satisfaction/quality assurance follow-up contacts conducted by the AIC, there must also be a process for tracking customer-initiated feedback and any complaints reported.

The Quality Assurance Plan is a dynamic plan subject to reviews and updates frequently by the Grantee and System Agency. It must also be available to authorized System Agency staff at all times. The Grantee must provide the Quality Assurance Plan during the following deliverable periods:

- A. Submit an initial Quality Management Plan, 45 calendar days prior to the scheduled operational start date, or as directed by System Agency;
- B. Submit an Annual Quality Management Plan 45 calendar days prior to the end of each operational year of the contract; and
- C. Submit a monthly Quality Management Report, in a form acceptable to System Agency within 15 business days following the end of the report month.

#### **4.1 QUALITY ASSURANCE PLAN**

The Quality Assurance Plan must include the following elements:

- A. The sampling and review process supervisors will use to periodically assess the overall quality of I&R services provided by all Resource Managers and I&R Contact Specialists, including database audits, recorded and active calls, and written transcriptions of web chat and text inquiries (if applicable).
- B. A description of the mentoring/coaching process to be used with Resource Managers and I&R Contact Specialists, and how remediation plans will be developed to address identified performance issues.
- C. A monitoring schedule for the contract period.
- D. The process for enabling customer feedback about 2-1-1 services (see Section 4.2 **Customer Feedback/Complaint Tracking** for additional detail).

HHSC/TIRN provides AICs tools and written guidance for monitoring I&R services; however, at any time during the contract period HHSC/TIRN may prescribe additional methods for ensuring quality services, which must be implemented by the AIC. Monitoring must be conducted by a relevant supervisor (e.g., Director, Contact Center Manager, Lead I&R Contact Specialist), and an average quality assessment score of 80% or more must be met for interactions (including calls, web-based chat sessions, and text messaging) sampled during the reporting period.

#### **4.2 CUSTOMER FEEDBACK/COMPLAINT TRACKING**

As part of the Quality Assurance Plan, the Grantee must explain the process by which individuals seeking assistance from the AIC can provide feedback about the services they received. This part of the plan must address:

- A. The method used to document and track client feedback;
- B. The process for identifying and communicating to HHSC/TIRN any unmet customer needs so the AIC can work in collaboration with HHSC/TIRN to address them; and
- C. The procedure for notifying HHSC/TIRN within 10 business days of any complaint against the AIC or any AIC staff. The notification must include the following:
  - 1. Contact name and other identifying information;
  - 2. Date contact received;
  - 3. Method of receipt (fax, phone, email, etc.);
  - 4. Reason for contact (in line with standard definitions developed by Health and Human Services Office of the Ombudsmen);
  - 5. Details to isolate potential trends such as location or particular service;
  - 6. Resolution actions;
  - 7. Date of resolution (if the complaint is not resolved within 10 business days, the Grantee must notify HHSC of the resolution upon the final communication with the client);
  - 8. Determination of whether complaints are substantiated or not; and
  - 9. Record of final communication with the customer, including date and method.

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

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

Phone: 1-877-787-8999

Relay Texas for individuals with a hearing or speech disability: 7-1-1 or 1-800-735-2989

Fax: 1-888-780-8099

Website Address: <https://hhs.texas.gov/about-hhs/your-rights/hhs-office-ombudsman>

HHSC/TIRN reserves the right to change the customer feedback process and may require any feedback to be directed to HHSC/TIRN staff in addition to the AIC.

## 5 KEY PERFORMANCE REQUIREMENTS AND DELIVERABLES

The Grantee shall ensure services are provided at or above the level established in **Section 12, Key Performance Requirements (KPRs)**, and that all required deliverables and reports are submitted in accordance with **Section 13, Deliverables**. The Grantee shall provide a point of contact (GRANTEE Contact) that can address questions or concerns regarding **Section 12, Key Performance Requirements (KPRs)**.

### 5.1 AIC QUARTERLY PERFORMANCE REPORTS

On a quarterly basis, the Grantee will submit to HHSC/TIRN the AIC Quarterly Performance Report to cover the periods shown below. The QPR shall include data for each month reflected in the quarter. The reports will be due on the twentieth (20<sup>th</sup>) day of the month following the quarter for which the report is due, unless the 20<sup>th</sup> day falls on a weekend or State holiday, then it is due the following business day. AICs may choose to subaward with other centers in the Texas 2-1-1 network to fulfill coverage requirements during overnight hours, weekends, holidays, office or agency relocations, conferences, trainings, meetings, and other periods of extended offline time; however, offline requests and any applicable subawarding arrangement must be submitted in writing and approved by HHSC/TIRN.

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

### 5.1.1 REQUIRED DATA ELEMENTS

A high-level summary of the data elements to be reported in the AIC Quarterly Performance Report are included in the table below. (Note: The Grantee shall track other data and reporting elements to be determined by HHSC/TIRN and will report on progress and services related to additional initiatives introduced during the contract period.)

<b>Performance Category</b>	<b>Data Elements to be Reported</b>
AIC Interactions	Number and percentage of calls answered by a staff person within 60 seconds or less.
	Number and percentage of abandoned calls.
	Number and percentage of calls Rolled-Over/Not Answered (RONA).
	Number of follow-up contacts scheduled (for each unique caller).
	Number of scheduled follow-up contacts completed.
	Attrition rate of follow-up contacts (total completed/total scheduled).
	Number of Text Messaging Sessions
	Number of Web-Based Chat Sessions
	Percent of total estimated web-based chat and text message sessions handled
Quality Assurance	Number of customer satisfaction/quality assurance follow-up contacts made during the quarter.
	De-identified, aggregate summary analysis of customer satisfaction/quality assurance follow-up contacts.
	Number of validated complaints issued against the AIC or its staff.
Data Resource Management	Number of data quality initiatives assigned to the AIC by HHSC/TIRN during the quarter.
	Number of assigned data quality initiatives completed during the quarter.
	Number of Annual Formal Reviews conducted during the quarter
	Number of resource records updated as a result of the formal reviews.
	Number of resource records deleted as a result of the formal reviews.

<b>Performance Category</b>	<b>Data Elements to be Reported</b>
Outreach/Education Activities	Number of outreach and community education events conducted by the AIC regarding 2-1-1 services and special initiatives.
	Estimated number of individuals outreached at various events during the quarter

## **5.2 GRANTEE PERFORMANCE AND COMPLIANCE**

To ensure compliance, HHSC may take the following actions in the event of non-compliance to any of the contract requirements, KPRs, or Quality Assurance Plans:

- A. Suspending all or part of the Contract;
- B. Requiring the Grantee to take specific corrective actions in order to remain in compliance with the terms of the Contract;
- C. Recouping payments made to the Grantee found to be in error;
- D. Suspending, limiting, or placing conditions on the continued performance of the Project;
- E. Imposing any other remedies authorized under this Contract; and
- F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

## **5.3 AIC PERFORMANCE AND SUPPORT ACTIVITIES**

The Grantee shall participate in required activities specified by HHSC/TIRN that support the continuous improvement of the 2-1-1/TIRN program, including but not limited to conference calls, webinars, training events, and in-person meetings.

## **5.4 ANNUAL PERFORMANCE REPORT**

The Grantee shall complete and submit an Annual Performance Report within forty-five (45) calendar days after the start of each state fiscal year. HHSC will provide a template to the Grantee after contract execution which must be completed and submitted within the timeframes directed by HHSC.

## **6 INVOICING**

The Grantee shall invoice HHSC in accordance with the Contract. Unless otherwise specified in the Contract, the Grantee shall submit invoices monthly by the twentieth (20th) business day of the month following the month in which expenses were incurred or services provided. Work invoice must be made for the month of service provision with the exception of certain items related to



operational costs, community outreach, and staff development. Such expenses may include but are not limited to subscriptions, computer software, memberships, prepaid outreach materials, etc.

Within the timeframes and standards established in the contract and HHSC policy, the Grantee will submit an invoice, and documentation supporting the provision of services via email to [211 TIRN SAR VAR@hhsc.state.tx.us](mailto:211_TIRN_SAR_VAR@hhsc.state.tx.us) and [AES.Invoices@hhsc.state.tx.us](mailto:AES.Invoices@hhsc.state.tx.us). The following naming convention shall be used for the subject line of the email and the invoice document file: "Legal Entity Name. Invoice #. Month Year." For example, an invoice submitted to HHSC for the month of September would be submitted as: "Texas 2-1-1. Invoice #1. September 2021." The invoice must include the following:

- A. A unique identification (Invoice) number;
- B. The word "invoice";
- C. Date of the invoice;
- D. Subrecipient's name, address, and contact information;
- E. The service dates for when the services were rendered;
- F. A description of services provided;
- G. The amount requested;
- H. The P.O. Number; and
- I. The total amount owed, if applicable.

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

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

The Grantee shall submit a revised budget and request approval for budgetary adjustments exceeding 25% of the total allocation within each funding source. Such requests will only be processed twice in a contract year with the first budget revision allowed in the month of November and the second budget revision allowed in the month of May. Budget revisions are due by the last business day of the specified month.

At the completion of the contract period, final payment shall be based on the information provided by the Grantee within the time frame established by the contract or, if a timeline is not established within the contract, within sixty (60) days after the termination of the contract. This payment

provision shall apply to final payment whether at the completion of the contract period or in the event of early contract termination.

## **7 TRANSITION PLAN**

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

The Transition Plan shall include the following:

- A. The identification of risks related to readiness for operations assumption, and a description of how those risks will be managed and mitigated.
- B. Comprehensive and detailed step-by-step actions for successful transition of current operations from the current contractor to the awarded Grantee through collaboration facilitated by HHSC.
- C. Activities the awarded Grantee shall conduct between the effective date of the contract and the Grantee's operational start date to ensure continuation of services to AIC customers.
- D. Grantee's roles and responsibilities.
- E. Detailed schedule of continued business operations for all transition functions and requirements.

## **8 TURNOVER PLAN**

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

The Grantee shall submit a final plan to HHSC within thirty (30) business days after execution of the contract. The Grantee must also submit an Annual Operations Turnover Plan within sixty (60) calendar days prior to the end of each operational year of the contract. In addition, the Grantee will submit a "ready to execute" Operations Turnover Plan six (6) months (180 days) prior to the end date of the contract or upon request by HHSC.

Turnover activities may include, but are not limited to:

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

- B. Transfer of all pertinent documentation (in written and electronic formats), including but not limited to policies and procedures, case files, spreadsheets, and reports;
- C. Transfer of all training schedules and materials in electronic format including but not limited to: development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all other training and curriculum development documentation and data related to the required training of AIC staff;
- D. Any other information that would ensure a comprehensive and complete knowledge transfer to HHSC or successor entity of all components in the Request for Application (**RFA**) and the contract;
- E. The implementation of a quality assurance process to monitor turnover activities; and
- F. Training HHSC and/or successor entity staff in the operation of business processes and any supporting processes related to the RFA and the contract.

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

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

- A. Turnover approach;
- B. Defined tasks and subtasks for the turnover, including staffing and resource requirements;
- C. Turnover schedule;
- D. List of all data, program, and consumer documentation and case files, including documentation maintenance and work currently in progress in the ADRC;
- E. Current inventories, correspondence, documentation of outstanding issues, and other operations support documentation;
- F. Staff training schedules and materials;
- G. List of all employees through the Grantee, including hiring documentation, credentials (if applicable) and employment and payroll records.
- H. Statement of resource requirements that must be met by a successor entity(ies) or HHSC to take over the program, including staffing and resource requirements necessary to perform the operations of the program; Knowledge transfer to successor entity or HHSC; and

- I. Any other information needed for an orderly transfer of services.
- J. Upon notification by HHSC that turnover activities are required, the Grantee shall complete 100% of all turnover activities and obtain HHSC approval prior to final payment to the Grantee.

## **9 CONTRACT RECORD RETENTION**

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

## **10 FORMAL COMMUNICATION REQUIREMENTS**

The Grantee must establish formal communication with HHSC for receipt and response to requests for information, high level estimates of costs, work products, ad hoc reports, deliverables, updates and other required correspondence related to performance of contract requirements. HHSC will issue State Action Requests (“SARs”) to the Grantee following established procedures and timelines. The Grantee will issue Vendor Action Requests (“VARs”) to HHSC following established procedures and timelines, inclusive of the submission of the Contract Deliverables and KPRs.

In addition to the requirements stated above, the Grantee must:

- A. Submit complete and accurate responses to any SAR or VAR memos no later than ten (10) calendar days after the Grantee’s receipt of the request or by the date specified in the memo.
- B. Submit written request for extension of a SAR or VAR deadline that specifies the estimated date of completion and reasons for the extension no later than three business days prior to the response due date.
- C. The Grantee must provide ad hoc reports and respond to Legislative inquiries and other high priority requests within 36 hours from the time of the request or by the date and/or time specified by HHSC.
- D. If the Grantee is late in responding, or does not provide adequate information, HHSC will assess non-compliance remedies.

HHSC’s formal communication process will be utilized for the submission of all KPRs and Deliverable reports. HHSC provides comments and approval of each report provided in support of this agreement.

## **11 CONTRACT MONITORING REQUIREMENTS AND QUESTIONNAIRE**

The Grantee must comply with all applicable cost principles, audit and contract monitoring, and administrative requirements in accordance with the Contract, contract management guidelines, and state and federal regulations. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring process. The Contract Monitoring Questionnaire (“**CMQ**”) is part of the risk-based contract monitoring process and provides HHSC with detailed and ongoing information regarding the Grantee’s internal and financial controls and other general contracting processes.

In addition to the requirements stated above, the Grantee must submit an initial CMQ within 30 calendar days after Contract execution and annually thereafter within 60 calendar days prior to the end of each State Fiscal Year.

## 12 KEY PERFORMANCE REQUIREMENTS

<b>2-1-1 TIRN Operation KPR 1</b>	
<b>Reporting Period</b>	As Requested
<b>Service/Component</b>	Data Quality Initiatives
<b>Performance Standard</b>	Contractor must complete all data quality initiatives as assigned by HHSC/TIRN.
<b>Measurement of Noncompliance</b>	Each calendar day for each instance of a late submission, submission being found unacceptable or incomplete by HHSC, or failure to provide requested information by the due date indicated by HHSC.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> </ul> Grant termination.
<b>Calculation/ Reporting Process</b>	Data quality initiatives will include an audit on database records, as directed by HHSC/TIRN.  The System Agency determines the Grantee's compliance with this KPR by the completion of all data quality initiatives as requested by HHSC/TIRN submitted by the Grantee via Exhibit E, Deliverable, D-01.  All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.

<b>2-1-1 TIRN Operations Services KPR 2</b>	
<b>Reporting Period</b>	Quarterly
<b>Service/Component</b>	Resource Formal Reviews
<b>Performance Standard</b>	Contractor must conduct formal reviews of resources of 100% active agencies on a 13-month basis. Formal reviews must be documented in writing and documents, e.g. communications with Agency representatives, must be retained in accordance with contract retention requirements. Formal review documentation must be provided to HHSC/TIRN upon request by email.
<b>Measurement of Noncompliance</b>	Every 10 percentage points under 100%
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> </ul>

	<ul style="list-style-type: none"> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> <li>• Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	<p>Contractor must record their update rate on the first business day of each month and then compile them into the quarterly report.</p> <p>The System Agency determines the Grantee’s compliance with this KPR by assessing documentation of quality monitoring activity and score results reported by the Grantee via Exhibit I, Deliverables, D-02.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>

<b>2-1-1 TIRN Operation Services KPR 3</b>	
<b>Reporting Period</b>	Monthly
<b>Service/Component</b>	Service Delivery: Contact Center Management Service Level
<b>Performance Standard</b>	<p>For contractors with a monthly call volume of 10,000 calls or less, the contractor must answer 80% of calls within 60 seconds or less.</p> <p>For a monthly call volume that exceeds 10,000, the contractor must answer 75% of calls within 60 seconds or less, for year one of the contract term. By year two of the contract term, contractors with a monthly call volume that exceeds 10,000 must answer 80% of calls within 60 seconds or less.</p>
<b>Measurement of Non-compliance</b>	Each percentage point below the performance standards.
<b>Non-compliance Remedies</b>	<p>Remedies may include:</p> <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	<p>Measured through monthly call metric reporting.</p> <p>Rounding will be conducted to the nearest whole percentage point for service level. For example, an AIC whose monthly service level call volume is 10,000 or less and has a monthly service level of 79.56% would be rounded to 80%, thus meeting Monthly Service Level contract obligations. Conversely, an AIC whose monthly service level call volume is 10,000 or less and has a monthly service level of 79.03% would be rounded to 79%, thus not meeting Monthly Service Level contract obligations.</p>

	<p>The System Agency determines the Grantee's compliance with this KPR by assessing monthly percentages for service level, abandoned rate, and RONA rate reported by the Grantee via Exhibit I, Deliverables, D-02.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>
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<b>2-1-1 TIRN Operations KPR 4</b>	
<b>Reporting Period</b>	Monthly
<b>Service/Component</b>	Service Delivery: Contact Center Management Call Abandonment Rate
<b>Performance Standard</b>	<p>Contractor must ensure that the average percentage of abandoned calls in queues for both English and Spanish and Combined which ends within the reporting month are in each full calendar week does not exceed 10%.</p> <p>Calls abandoned in less than 20 seconds are not included in calculations to determine the average percentage of abandoned calls.</p>
<b>Measurement of Non-compliance</b>	Each percentage point above 10%.
<b>Non-compliance Remedies</b>	<p>Remedies may include:</p> <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> </ul> <p>Grant termination</p>
<b>Calculation/Reporting Process</b>	<p>Measured through monthly call metric reporting. Rounding will be conducted to the nearest whole percentage point for abandonment rate.</p> <p>The System Agency determines the Grantee's compliance with this KPR by assessing monthly percentages for abandoned rate reported by the Grantee via Exhibit I, Deliverables, D-02.</p>
	All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.

<b>2-1-1 TIRN Operations KPR 5</b>	
<b>Reporting Period</b>	Monthly
<b>Service/Component</b>	Service Delivery: Contact Center Management Roll Over and



	Not Answered (RONA)
<b>Performance Standard</b>	Contractor must ensure to maintain for regions where the monthly call volume is 10,000 calls or less, a 1% or less RONA call rate.
<b>Measurement of Non-compliance</b>	Each percentage point above 1%.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	<p>Measured through monthly call metric reporting. Rounding will be conducted to the nearest whole percentage point for abandonment rate.</p> <p>The System Agency determines the Grantee's compliance with this KPR by assessing monthly percentages for abandoned rate reported by the Grantee via Exhibit I, Deliverables, D-02.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>

<b>2-1-1 TIRN Operation Services KPR 6</b>	
<b>Reporting Period</b>	Quarterly
<b>Service/Component</b>	Service Delivery: Quality Assurance (QA)
<b>Performance Standard</b>	An average quality assessment score of 80% or more should be met for interactions (e.g., calls and web-based chat sessions) sampled during the reporting period. Outcomes to be measured by submitted documentation of quality monitoring activities and results as part of quarterly reporting.
<b>Measurement of Noncompliance</b>	Each percentage point below 80%.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> <li>• Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	Rounding will be conducted to the nearest whole percentage point. For example, an average QA score of 79.56% would be rounded to 80%, thus meeting QA-contract obligations. Conversely, an average QA score of 79.03% would be rounded to 79%, thus not meeting QA-contract obligations.

	<p>The System Agency determines the Grantee's compliance with this KPR by assessing documentation of quality monitoring activity and score results reported by the Grantee via Exhibit I, Deliverables, D-02.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>
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<b>2-1-1 TIRN Operations KPR 7</b>	
<b>Reporting Period</b>	Annually
<b>Service/Component</b>	Disaster Response: Annual Readiness Drill
<b>Performance Standard</b>	Contractor will conduct an internal drill annually assessing readiness (e.g. ensuring key personal contact information, crisis call taking preparation, adequate training, and ensuring AIC Emergency Management Protocols familiarity).
<b>Measurement of Noncompliance</b>	Each calendar day for each instance of a late submission, submission being found unacceptable or incomplete by HHSC, or failure to provide requested information by the due date indicated by HHSC.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or Grant termination.</li> </ul>
<b>Calculation/ Reporting Process</b>	The System Agency determines the Grantee's compliance with this KPR by submitted documentation of annual readiness drill submitted by the contractor via Exhibit I, Deliverables, D-09.
	All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.

<b>2-1-1 TIRN Operations KPR 8</b>	
<b>Reporting Period</b>	As Required
<b>Service/Component</b>	Official Correspondence State Action Request
<b>Performance Standard</b>	The Grantee shall submit complete and accurate responses to any State Action Request (SAR) or Vendor Action Request (VAR) Response memos no later than ten (10) calendar days after the Grantee's receipt of the request or by the date specified in the memo.
<b>Measurement of Non-compliance</b>	Each calendar day for each instance of a late submission,

	submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> <li>• Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	The System Agency determines the Grantee’s compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date.  All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.

<b>2-1-1 TIRN Operations KPR 9</b>	
<b>Reporting Period</b>	As Requested
<b>Service/Component</b>	Official Correspondence State Action Request Extensions
<b>Performance Standard</b>	Grantee must submit written request for extension of a State Action Request (SAR) deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) business days after Grantee receives the SAR.  <i>Note: Grantee must submit written request for extension of a High Priority deadline that specifies the estimated date of completion and reasons for extension no later than three (3) hours after Grantee receives the SAR.</i>
<b>Measurement of Non-compliance</b>	Each calendar day for each instance of a late submission, response being found incomplete or inaccurate by HHSC, or failure to provide requested response by the due date indicated by HHSC.
<b>Non-compliance Remedies</b>	Remedies may include: <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	The System Agency determines the Grantee’s compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established

	<p>due date.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>
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<b>2-1-1 TIRN Operations KPR 10</b>	
<b>Reporting Period</b>	As Required
<b>Service/Component</b>	Deliverables
<b>Performance Standard</b>	Grantee must meet all due dates contained in the approved Contract Deliverables, Exhibit I, Deliverables. Failure to meet due dates for any Deliverable will be assessed separately.
<b>Measurement of Non-compliance</b>	Each calendar day after each due date specified in Exhibit I, Deliverables.
<b>Non-compliance Remedies</b>	<p>Remedies may include:</p> <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> <li>• Grant termination</li> </ul>
<b>Calculation/Reporting Process</b>	<p>The System Agency determines the Grantee's compliance with this KPR by comparing the submission date of the deliverable via the formal communication process to the established due date.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>

<b>2-1-1 TIRN Operations KPR 11</b>	
<b>Reporting Period</b>	As Required
<b>Service/Component</b>	Service Delivery: ESEC Additional Contact Handling, if applicable
<b>Performance Standard</b>	Contractor will add 20 contact specialists, as needed and directed by HHSC. If less than 20 contact specialists are needed, HHSC/TIRN will direct the specified amount and the Contractor will be held to that standard. The additional contact specialist capacity must be added within a period of time not to exceed four hours or as directed by HHSC.
<b>Measurement of Non-compliance</b>	Each day the contractor delivers less than 20 contact specialists.
<b>Non-compliance Remedies</b>	<p>Remedies may include:</p> <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> </ul>

	<ul style="list-style-type: none"> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or</li> <li>• Grant termination</li> </ul>
<b>Calculation/ Reporting Process</b>	The System Agency determines the Grantee's compliance with this KPR by assessing call specialist log time within the telephony system.

<b>2-1-1 TIRN Operations KPR 12</b>	
<b>Reporting Period</b>	As Required
<b>Service/Component</b>	System Requirements - Incident Reporting
<b>Performance Standard</b>	<p>If the AIC experiences a system outage interrupting service due to any cause (e.g. Internet failure or power outage), it must notify HHSC/TIRN within 30 minutes and provide at least twice daily updates and at a change of circumstance to HHSC/TIRN until the identified incident is resolved. If system outage last 2 hours or more, the AIC must submit an incident report in the prescribed format below and include the following information:</p> <ul style="list-style-type: none"> <li>• Details of the outage/incident;</li> <li>• When and how the outage/incident was discovered;</li> <li>• Impacts to operations, systems, and/or staff;</li> <li>• Root cause of the outage/incident, including verifying documentation from the provider responsible for the outage;</li> <li>• Detailed corrective measures taken by the AIC to mitigate the problem and long-term corrective actions to detect and prevent future incidents, including identification of alternative providers of the failed service, if feasible and/or available.</li> </ul>
<b>Measurement of Noncompliance</b>	Each incident that is not reported to the System Agency Point of Contact within required timeframes.
<b>Non-compliance Remedies</b>	<p>Remedies may include:</p> <ul style="list-style-type: none"> <li>• Costs disallowance;</li> <li>• Increased monitoring;</li> <li>• Corrective action plans;</li> <li>• Placing special conditions on awards or precluding the recipient from obtaining future awards for a specified period; or Grant termination.</li> </ul>
<b>Calculation/ Reporting Process</b>	<p>The System Agency determines the Contractor's compliance with this KPR by comparing the notification date and time of the incident to establish due date and time specified by the System Agency.</p> <p>All correspondence shall be sent to the 211 TIRN SAR VAR email address at 211 TIRN SAR VAR@hhs.texas.gov.</p>

**13 DELIVERABLES**

<b>Deliverable ID</b>	<b>KPR No.</b>	<b>Requirements</b>	<b>Due Date</b>	<b>Frequency</b>
2-1-1 TIRN D-01 Annual Performance Report		The Grantee must complete and submit an Annual Performance Report utilizing a template provided by HHSC within 45 calendar days after the start of each state fiscal year.  The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 5.4, Annual Performance Report	Within 45 calendar days after the start of each fiscal year September 1, 2022, 2021 September 1, 2022, etc.	Annually
2-1-1 TIRN D-02 Quarterly Performance Report	2, 3, 4, 7, 8	The Grantee must submit quarterly reports of the Key Performance Requirements identified in Exhibit H by the 20th business day of the month following the quarterly review period (e.g., Quarter 1 reports are due by December 20th).  The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 5.1, AIC Quarterly Performance Report.	Within 20 business days following the last day covered by the report	Quarterly
2-1-1 TIRN D-03 Quality Assurance Plan	4	The Grantee must submit an initial quality assurance plan within 60 days of contract execution. The plan will include a description of a schedule for monitoring inquiries, sampling and review process, a description of the mentoring/coaching process, and a remediation plan for identified performance issues.  The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 4.1, Quality Assurance Plan.	Within 60 calendar days after contract execution	One-time

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
2-1-1 TIRN D-04 AIRS Site Accreditation	5	<p>The Grantee must maintain and submit documentation of AIRS accreditation or current “conditional” accreditation status.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 2.3, AIRS Site Accreditation.</p>	By Month, Day and Year of the first quarterly report submission	Annually
2-1-1 TIRN D-05 Outreach Project Work Plan		<p>The Grantee must provide an annual Project Work Plan for HHSC/TIRN approval with a projection of the total number and description of outreach activities they intend to conduct to promote and educate the public about 2-1-1 services for each year of the contract.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 3.4.4.2, Outreach Project Work Plan.</p>	Within 60 calendar days after September 1 (the start of each state fiscal year).	Annually

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
<p>2-1-1 TIRN D-07</p> <p>Disaster Response: Emergency Operations, Escalation of Services, and Business Continuity Plan</p>	6	<p>The Grantee must develop and submit an Emergency Operations, Escalation of Services, and Business Continuity Plan that describes the AIC's processes for emergency preparation and response, including instances when AIC operations are directly impacted by a disaster or other event that has the potential to disrupt services. It is critical the plan provides steps the AIC will take to ensure uninterrupted service delivery to customers. Once approved, the plan must be updated annually and submitted to HHSC/TIRN within thirty (30) calendar days prior to the end of each state fiscal year.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 3.4.2.2, Emergency Operations and Business Continuity.</p>	<p>Within 30 calendar days prior to August 31 (the end of each state fiscal year)</p>	<p>Annually</p>
<p>2-1-1 TIRN D-08</p> <p>Incident Report</p>		<p>The Grantee shall submit an initial plan with the application. The Grantee shall submit a final plan submitted to HHSC within thirty (30) business days after execution of the contract. HHSC and the Grantee shall work together throughout the Transition Phase to establish a detailed schedule for all activities and define expectations for the content and format of the contract transition deliverables.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 9, Transition Plan.</p>	<p>Within 30 business days after the date of contract execution and at least 30 business days before a change</p> <p>Ongoing plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective</p>	<p>As Required</p>



Deliverable ID	KPR No.	Requirements	Due Date	Frequency
2-1-1 TIRN D-09 Transition Plan		<p>The Grantee shall submit a final plan submitted to HHSC within thirty (30) business days after execution of the contract. HHSC and the Grantee shall work together throughout the Transition Phase to establish a detailed schedule for all activities and define expectations for the content and format of the contract transition deliverables.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 9, Transition Plan.</p>	<p>Within 30 business days after the date of contract execution and at least 30 business days before a change</p> <p>Ongoing plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective</p>	<p>One-time</p> <p>As Required</p>
2-1-1 TIRN D-10 Plan of Operation	6	<p>A final plan of operation must be submitted by the Grantee to HHSC within thirty (30) business days after execution of the contract. On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 3 Plan of Operation.</p>	<p>Within 30 business days after execution of the contract</p> <p>At least 30 business days before a change becomes effective</p>	<p>One-time</p> <p>As Required</p>
2-1-1 TIRN D-11 Expenditure Proposal		<p>The Grantee shall submit a final Expenditure Proposal within thirty (30) calendar days after contract execution or by the date specified by HHSC; and annually thereafter no less than sixty (60) calendar days prior to the end of each state fiscal year.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 6, Invoicing.</p>	<p>Within 30 calendar days after contract execution</p> <p>Annually thereafter no less than 60 calendar days prior to August 31 (the end of each state fiscal year)</p>	<p>One-time</p> <p>Annually</p>

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
2-1-1 TIRN D-12 Expenditure and Projection Report		<p>The Grantee shall provide quarterly reports to HHSC on both expenditures and projections by the twentieth (20th) calendar day after the end of the quarter.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 6, Invoicing.</p>	By the twentieth (20th) calendar day after the end of the quarter	Quarterly
2-1-1 TIRN D-13 Invoicing	10	<p>The Grantee shall submit requests for reimbursement monthly by the tenth (10th) business day of the month following the month in which expenses were incurred or services provided.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 6, Invoicing.</p>	By the 10th business day of the month following the month in which expenses were incurred or services provided	Monthly
2-1-1 TIRN D-14 Contract Monitoring Questionnaire		<p>The Grantee shall submit the initial Contract Monitoring Questionnaire within thirty (30) calendar days after contract execution and annually thereafter within sixty (60) calendar days prior to the end of each state fiscal year.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 11, Contract Monitoring Questionnaire.</p>	<p>Within 30 calendar days after contract execution</p> <p>Annually thereafter no less than 60 calendar days prior to August 31 (the end of each state fiscal year)</p>	<p>One-time</p> <p>Annually</p>

Deliverable ID	KPR No.	Requirements	Due Date	Frequency
2-1-1 TIRN D-15 Turnover Plan		<p>A Turnover Plan shall be submitted to HHSC within (thirty) 30 business days after execution of the contract, an Annual Operations Turnover Plan no less than sixty (60) calendar days prior to the end of each operational year of the contract, and a “ready to execute” Turnover Plan six (6) months prior to the end of the contract or upon request by HHSC.</p> <p>The Grantee shall include all requirements outlined in Attachment A, Contract Requirements, Section 8, Turnover Plan.</p>	<p>No less than 60 calendar days prior to the end of each operational year of the contract</p> <p>Six months prior to the end of the contract or upon request by HHSC</p>	<p>One-time</p> <p>Annually</p> <p>Six months before the end of the contract</p> <p>As Requested</p>
2-1-1 TIRN Staffing Plan		<p>The Grantee must submit an AIC Staffing Plan as an attachment to the proposal that demonstrates sufficient capacity to fulfill contract and performance requirements. Final Staffing Plan shall be submitted to HHSC/TIRN thirty (30) calendar days after contract execution (or date specified by HHSC/TIRN), and thirty (30) business days prior to the end of each operational year. Ongoing Staffing Plan updates and changes shall be submitted to HHSC/TIRN for approval at least fourteen (14) calendar days before a change becomes effective.</p> <p>The Grantee shall include all requirements outlined in Exhibit A, Contract Requirements, Section 3, AIC Staffing Plan.</p>	<p>Within thirty (30) calendar days after contract execution</p> <p>No less than Thirty (30) business days prior to the end of each operational year.</p> <p>Ongoing Staffing Plan updates and changes shall be submitted to HHSC/TIRN for approval at least fourteen (14) calendar days before a change becomes effective</p>	<p>One-time</p> <p>Annually</p> <p>As Required</p>



# TEXAS

## Health and Human Services

**Cecile Erwin Young, Executive Commissioner**

**Contract  
for  
2-1-1 Texas Information and Referral Network Operations  
HHSC Contract No. HHS000979200012**

**Attachment B – Budget**

## Budget

### 1. Payment for Services

HHSC will reimburse the Grantee in accordance with *Texas Government Code* Chapter 2251 for allowable costs for services performed satisfactorily and 40 TAC, Part 1, Chapter 49, Subchapter C, § 49.311, Claims Payments. HHSC will reimburse costs based on actual expenses incurred that are invoiced in accordance with **Section 2** of this Attachment and supported by adequate documentation. All incurred expenses for which an invoice for payment is submitted must also be reported in a Grantee Expenditure Report submitted to HHSC in accordance with **Attachment E**, Expenditure Report, of this Contract.

HHSC measures satisfactory performance of this Contract based on:

- A. Grantee's adherence to the Contract and success in meeting the Key Performance Requirements in **Attachment C**, Key Performance Requirements;
- B. results of independent audit reports; and
- C. Grantee's timely, complete, and accurate performance of the requirements set forth in **Attachment A**, Statement of Work, and the Contract Deliverables listed in **Attachment B**, Contract Deliverables.

This Contract is funded on a cost reimbursement basis. Under the cost reimbursement method of funding, Grantee is required to finance operations with its own working capital. Grant payments from HHSC will reimburse the Grantee for actual cash disbursements supported by adequate documentation.

HHSC makes no guarantee of volume, usage, or total compensation to be paid to the Grantee under this Contract. This Contract is subject to appropriations and to the continuing availability of funds. The Grantee has no expectation of additional or continued funding.

### 2. Invoicing

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

Within the timeframes and standards established in the contract and HHSC policy, the Grantee will submit an invoice, and documentation supporting the provision of services via email to [211 TIRN SAR VAR@hhsc.state.tx.us](mailto:211_TIRN_SAR_VAR@hhsc.state.tx.us) and [AES.Invoices@hhsc.state.tx.us](mailto:AES.Invoices@hhsc.state.tx.us). The following naming convention shall be used for the subject line of the email and the invoice document file: "Legal Entity Name. Invoice #. Month Year." For example, an invoice submitted to HHSC for the month of September would be submitted as: "Texas 2-1-1. Invoice #1. September 2021." The invoice must include the following:

- A. Grantee's Legal Name;
- B. State of Texas Vendor number or federal tax Identification number;
- C. Grantee's address;
- D. Grantee's Telephone number;
- E. Invoice number;
- F. State agency Contract Number;
- G. State agency and division name;
- H. Description of goods and services provided;
- I. Date(s) of Service;
- J. If a sub-Contractor(s) is required to provide CMPAS, an attached explanation of benefits ("EOB") for the sub-Contractor(s) services rendered;
- K. The name and telephone number of a person designated by the Grantee to answer questions regarding the invoice; and
- L. Documentation supporting the services, and substantiating costs incurred for the invoice provided to HHSC.

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

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

The Grantee shall submit a revised budget and request approval for budgetary adjustments exceeding 25% of the total allocation within each funding source. Such requests will only be processed twice in a contract year with the first budget revision allowed in the month of November and the second budget revision allowed in the month of May. Budget revisions are due by the last business day of the specified month.

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

### **3. Expenditure Report Requirements**

Grantee's Expenditure Report is based on the **Attachment M**, Grantee Plan of Operation.

Upon Contract execution, Grantee must submit the first expenditure report within 30 days after Contract execution or by the date specified by HHSC, and thereafter, no less than 60 days prior to the end of each state fiscal year.

The Grantee must provide quarterly expenditure and projection reports to HHSC by the 20th day after the end of the quarter. The quarters for reporting are listed below:

- A. September – November: due by the 20th of December;
- B. December – February: due by the 20th of March;
- C. March – May: due by the 20th of June; and
- D. June – August: due by the 20th of September.

The Quarterly Expenditure Report must outline any changes from the original and/or the annual Grantee's Expenditure Report.

The original Grantee's Expenditure Report (**Section 2 below**), and the annual Grantee Expenditure Report, must provide projected costs for the remaining term of the Contract and actual costs for costs incurred during the performance of the contract. The Quarterly Expenditure Report must include actual costs. All expenditure reports must adhere to the following requirements:

- A. Personnel – The actual cost of employee salaries devoted to working on activities directly related to the CMPAS Program. These costs are allowable to the extent that they are identified in the Contract budget and conform to 45 CFR Part 75. Specify by title or name the positions that support the CMPAS services; how many positions the Grantee has with the same title or name; and the percentage of time each position allocates to each service. Do not include the costs of consultants. The costs of consultants must be included in a separate category under "Other."
- B. Fringe Benefit – The specific costs of fringe benefits, such as the amount spent for contributions under the U.S Code, Title 26, Subtitle C, Chapter 21, Federal Insurance Contributions Act, and the Labor Code, Title 4, Subtitle A, Texas Unemployment Compensation Act, and for health insurance, worker's compensation, retirement, and leave. The fringe benefit rate should be based on Contractor's actual expenditures. The fringe benefit rate is typically calculated by dividing an organization's total fringe benefit costs by total wage/salary costs. Provide specific calculations that show how these costs were derived. The cost of fringe benefits is allowable in proportion to the amount of time employees devote to the grant- funded Project, and to the extent that the benefits are reasonable and are in accordance with 45 CFR Part 75.431 and CFR § 200.
- C. Travel – The cost of transportation, lodging, meals, and related expenses incurred by employees of the organization while performing duties relevant to CMPAS. Out-of-state travel is travel outside of the Contractor's service area or outside of the State of Texas to attend conferences and training. Travel costs associated with out-of-state travel are allowable only to the extent that HHSC has given it prior approval, with such approval to be given at least 30 days in advance of the travel. Other/local travel

costs are those incurred in direct support of the CMPAS Program and include items such as traveling to outlying counties at least once per month, tolls, and parking fees. Costs attributable to conference registration fees must be classified under the “Other” cost category. HHSC will only reimburse travel costs up to the maximum travel rates identified in the State of Texas Travel Policies and Procedures, available at: <https://fmx.cpa.texas.gov/mt/fmx/poliproc/travel/index.php>. Do not enter costs for consultants' travel or local transportation. Include this information under “Other.”

- D. Materials and Supplies – The cost of consumable items necessary to carry out the services under this HHSC program, including office supplies, Consumer educational supplies, software, and any tangible items other than those defined under equipment.
- E. Equipment – The cost of any purchases of an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. *(NOTE: If the item does not meet the \$5,000 threshold, include it in your budget under “Supplies.” Include items such as maintenance for copiers or postage meters as part of “Other” costs).*
- F. Professional Services and Subcontractors – Each known Contractor, including the names of the organizations or individuals, the purposes of the Contracts, and the estimated dollar amounts of the awards as part of the budget justification. If the name of the Contractor, exact scope of work, and estimated total costs are not available or have not been negotiated, enter something such as “Contractor A” as the Contractor name, and include the best estimate of the cost of the work, as well as the best available description of the nature of the work to be purchased. Any third-party Contract that is equal to or exceeds \$100,000 over the life of the Contract must obtain prior written approval from HHSC before entering into the Contract.
- G. Other – All other costs not included under another category. Examples of these costs include: non-Contractual fees and travel paid directly to individual consultants; space rentals; utility and telephone expenses; printing and publication costs; training costs, including tuition and stipends; training service costs, including wage payments to individuals and supportive service payments (e.g. materials and supplies); and travel costs related to staff development (i.e., official training) at travel rates as identified in the State of Texas Travel Policies and Procedures, available at: <https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php>.
- H. Indirect Costs – The Grantee must provide an approved indirect cost rate letter from a cognizant agency. The Grantee may request indirect costs if it has a current indirect cost rate agreement. This indirect cost rate must be supported by an approved indirect cost rate letter, Attachment N. A Grantee without an indirect cost rate letter can use a ten percent (10%) rate until such letter is provided to HHSC. The Grantee must go online and complete the questionnaire or upload the ICR documentation using the following link: <https://texashhs.secure.force.com/GranteeLandingPage/>

Costs will be reviewed for compliance with UGMS at <https://comptroller.texas.gov/purchasing/grant-management/> and applicable federal regulations in 45 CFR Part 75, with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.



Costs must be itemized to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the project.

HHSC's final payment to the Grantee will be based on only that information which the Grantee provides to HHSC within 60 days after the termination of the Contract. This payment provision applies to final payment whether at the completion of the Contract period or in the event of early Contract termination.

#### **4. Grantee's Expenditure Report**

*(Remainder of Page Intentionally Left Blank)*

2-1-1 Texas Information and Referral Network Operations  
**Budget Summary**

<b>Legal Name:</b>	South Plains Association of Governments 211 Texas South Plains
<b>Address 1:</b>	1323 58th Street
<b>Address 2:</b>	
<b>City, State, Zip:</b>	Lubbock, Texas 79412
<b>Tax ID Number:</b>	

<b>TOTAL</b>	
<b>Cost Categories</b>	<b>Total Budget Requested</b>
A. Personnel	\$120,896
B. Fringe Benefits	\$69,024
C. Travel	\$5,752
D. Equipment	\$0
E. Supplies	\$6,029
F. Prof&Cont.	\$6,000
G. Other	\$3,614
H. Total Direct Costs:	\$211,315
I. Indirect Costs	\$25,594
<b>J. Total (Sum of H and I)</b>	<b>\$236,909</b>

HHSC Uniform Terms and Conditions Version 2.16.1  
Published and Effective: March 28, 2019  
Responsible Office: Chief Counsel



# TEXAS

## Health and Human Services

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

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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 NEGLENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

#### **9.6 ASSIGNMENTS**

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.**
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.**

### 9.7 INDEPENDENT CONTRACTOR

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

### 9.8 TECHNICAL GUIDANCE LETTERS

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

### 9.9 DISPUTE RESOLUTION

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

### 9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

### 9.11 SEVERABILITY

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

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

**9.12 SURVIVABILITY**

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

**9.13 FORCE MAJEURE**

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

**9.14 NO WAIVER OF PROVISIONS**

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

**9.15 PUBLICITY**

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

#### **9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS**

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

#### **9.17 NO WAIVER OF SOVEREIGN IMMUNITY**

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

#### **9.18 ENTIRE CONTRACT AND MODIFICATION**

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

#### **9.19 COUNTERPARTS**

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

#### **9.20 PROPER AUTHORITY**

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

#### **9.21 E-VERIFY PROGRAM**

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

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

#### **9.22 CIVIL RIGHTS**

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 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.



# TEXAS

## Health and Human Services

**Cecile Erwin Young, Executive Commissioner**

**Contract  
for  
2-1-1 Texas Information and Referral Network Operations  
HHSC Contract No. HHS000979200012**

**Attachment D – 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, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

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, Section 6.25.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.



**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. 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.

**41. 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.

**42. 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.

**43. 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.

**44. Equal Employment Opportunity**

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

**45. 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).

46. 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:

South Plains Association of Governments

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

DocuSigned by:  
Tim C. Pierce

Signature of Authorized Representative

Tim C. Pierce

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

August 18, 2021

Date Signed

Executive Director

Title of Authorized Representative

1323 58th Street

Physical Street Address

Lubbock, Texas 79412

City, State, Zip Code

P.O. Box 3730

Mailing Address, if different

Lubbock, Texas 79452

City, State, Zip Code

806.762.8721

Phone Number

806.765.9544

Fax Number

tpierce@spag.org

Email Address

094262417

DUNS Number

75-1285200-9

Federal Employer Identification Number

1-75-1285200-9

Texas Payee ID No. - 11 digits

N/A

Texas Franchise Tax Number

N/A

Texas Secretary of State Filing Number



# TEXAS

## Health and Human Services

**Cecile Erwin Young, Executive Commissioner**

**Contract  
for  
2-1-1 Texas Information and Referral Network Operations  
HHSC Contract No. HHS000979200012**

**Attachment F – Federal Assurances and Certifications**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

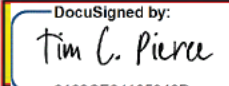
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  2129CE04185942D...	TITLE Executive Director
APPLICANT ORGANIZATION South Plains Association Of Gover	DATE SUBMITTED August 18, 2021

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### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

South Plains Association Of Gover

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name: Tim Middle Name:

\* Last Name: Pierce Suffix:

\* Title: Executive Director

**\* SIGNATURE:**

DocuSigned by:  
Tim C. Pierce  
2129CE04185942D

\* DATE: August 18, 2021