

**INTERAGENCY COOPERATION CONTRACT**  
**HEALTH AND HUMAN SERVICES COMMISSION**  
**CONTRACT NO. HHS001018600004**

The Health and Human Services Commission (“**Receiving Agency**”), a pass-through entity, and University of North Texas, State Agency Number 752 (“**Performing Agency**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for Texas Supplemental Nutrition Assistance Program Education (“**SNAP-Ed**”) services (the “**Contract**”) pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the Texas Government Code.

**I. CONTRACT REPRESENTATIVES**

The following will act as the Representative authorized to act on behalf of their respective Party.

Performing Agency

Name: University of North Texas  
Address: 1155 Union Circle #311334  
City and Zip: Denton, 76203-5017  
Contact Person: Michael Rondelli  
E-Mail Address:  
[ResearchContracts@unt.edu](mailto:ResearchContracts@unt.edu)  
Agency Number: 752

Receiving Agency

Name: Health & Human Services Commission  
Address: 909 West 45<sup>th</sup> Street, Bldg. 2  
City and Zip: Austin, 78751  
Contact Person: Brenda Tharp  
E-Mail Address: [Brenda.Tharp01@hhs.texas.gov](mailto:Brenda.Tharp01@hhs.texas.gov)  
Agency Number: 529

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

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in **Attachment A – Statement of Work**.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on October 1, 2021 and terminates on September 30, 2022, 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 5 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond 5 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. AMENDMENT**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

#### **V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES**

The total amount of this Contract shall not exceed **\$469,006.00**, as provided for in **Attachment B – Budget**. Grantee is not required to provide matching funds.

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 L and revise ATTACHMENT B when the Indirect Cost Rate Letter is issued.

#### **VI. BASIS FOR CALCULATING REIMBURSABLE COSTS**

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

#### **VII. LEGAL NOTICES**

Legal Notices under this Contract shall be deemed delivered when deposited 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

**Performing Agency**

University of North Texas  
1155 Union Circle #311334  
Denton, Texas 76203-5017  
Attention: Michael Rondelli

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

#### **VIII. CERTIFICATIONS**

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;

- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Section 531.003 of the Texas Government Code in the context of providing nutritional assistance as authorized by Chapter 33 of the Texas Human Resources Code.

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under Section 241 of the Healthy Hunger-Free Kids Act of 2010.

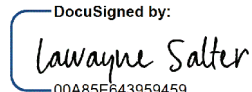
#### **IX. ADDITIONAL GRANT INFORMATION**

- A. Grantee Data Universal Numbering System (DUNS) Number: 614168995
- B. Federal Award Identification Number (FAIN): 216TX176Q3903
- C. Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):
  - USDA - FNS 10.561
- D. Federal Award Date: 11/04/2020
- E. Federal Award Period: 10/01/2020 - 09/30/2022
- F. Name of Federal Awarding Agency: Food and Nutrition Service
- G. Awarding Official Contact Information: William Ludwig


**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001018600004**

**RECEIVING AGENCY**

DocuSigned by:  
  
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Signature  
Lawayne Salter  
\_\_\_\_\_  
Printed Name  
Deputy Executive Commissioner  
\_\_\_\_\_  
Title  
August 30, 2021  
\_\_\_\_\_  
Date

**PERFORMING AGENCY**

DocuSigned by:  
  
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Signature  
Michael Rondelli  
\_\_\_\_\_  
Printed Name  
AVP, RCA  
\_\_\_\_\_  
Title  
August 30, 2021  
\_\_\_\_\_  
Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001018600004 ARE HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A – STATEMENT OF WORK**  
**ATTACHMENT B – BUDGET**  
**ATTACHMENT C – UNIFORM TERMS AND CONDITIONS - GRANT**  
**ATTACHMENT D – CONTRACT AFFIRMATIONS**  
**ATTACHMENT E – SUPPLEMENTAL CONDITIONS**  
**ATTACHMENT F – ADDITIONAL PROVISIONS**  
**ATTACHMENT G – FEDERAL ASSURANCES AND CERTIFICATIONS**  
**ATTACHMENT H – DATA USE AGREEMENT**  
**ATTACHMENT I – DATA USE AGREEMENT, ATTACHMENT 2, SECURITY PRIVACY INQUIRY**  
**ATTACHMENT J – SYSTEM AGENCY SOLICITATION NO. HHS0004932**  
**ATTACHMENT K – GRANTEE’S SOLICITATION RESPONSE,**

excepting the following documents:

1. Uniform Terms and Conditions – Grant, Version 2.16.1;
2. Federal Assurances And Certifications;
3. Data Use Agreement; and
4. Data Use Agreement, Attachment 2, Security Privacy Inquiry.

The excluded documents are included in the Contract as Attachments C, G, H, and I, respectively.

**ATTACHMENTS FOLLOW**

## **Attachment B, Budget**

HHSC SNAP-Ed program is federally funded by the United States Department of Agriculture (“USDA”) Food and Nutrition Service (“FNS”). Allowable expenditures are defined in **FY 2022 SNAP-Ed Plan**. HHSC will make payment for SNAP-Ed services on a cost reimbursement basis. HHSC will reimburse administrative and program costs allowable under Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200.405, Allocable Costs, and **FY 2022 SNAP-Ed Plan** that are reasonable and necessary to operate approved nutrition education activities. The Grantee must provide assurances that the Grantee’s cost of activities is not funded from another federal source. In addition, HHSC does not provide start-up funding or issue advance payments.

**Indirect Cost Rate:** The approved and acknowledged Indirect Cost Rate for Off Campus location is 26%.

<b>Budget Summary</b>	
<b>Legal Business Name of Respondent:</b>	University of North Texas
<b>Priority Project Proposed:</b>	Head Start to Healthy Lifestyles (HSHL) with SNAP-Ed
<b>Target Audience:</b>	Head start children and their women and men caregivers
<b>Intervention Approach:</b>	Approach One and Approach Two based on Social Ecological Model
<b>Address 1:</b>	1155 Union Circle #305250
<b>Address 2:</b>	
<b>City, State, Zip:</b>	Denton, TX, 76203-5017
<b>Contract Number:</b>	HHS001018600004
<b>Tax ID Number:</b>	NT756002149

## **FY2022**

<b>TOTAL</b>	
<b>Cost Categories</b>	<b>Total Budget Requested</b>
A. Salary	\$143,513
B. Benefits	\$27,464
C. Travel	\$6,900
D. Nutrition Educational Materials	\$9,260
E. Non-Cap Equipment & Office Supplies	\$5,775
F. Contracts/Sub-Grants/Agreements	\$224,194
G. Building/Space Lease or Rental	\$0
H. Other	\$0
J. Total Direct Costs:	\$417,106
K. Indirect Costs	\$51,900
<b>L. Total</b>	<b>\$469,006</b>

## **Attachment A** **Statement of Work**

### **1 Overview**

Texas Health and Human Services Commission (“HHSC”) seeks to provide behaviorally focused, evidence-based nutrition education and obesity prevention interventions or projects to the Texas SNAP-Ed Target Audience. Intervention strategies must align with [Dietary Guidelines for Americans 2020-2025](#) and [FY 2022 SNAP-Ed Plan Guidance](#). The goal is to improve the likelihood that SNAP participants will make healthy food choices, choose physically active lifestyles, and implement nutrition education and obesity prevention programs. Grants awarded to provide SNAP-ED interventions are intended to provide evidence-based nutrition education and obesity prevention activities as authorized by *Human Resources Code*, Title 2, Subtitle C, Chapter 33, Nutritional Assistance Program.

This Statement of Work explains the following:

- A. Applicable federal, state, and HHSC requirements with which the Grantee is required to comply;
- B. Standards of conduct applicable to the Grantee;
- C. HHSC performance measures and expectations for the Grantee;
- D. The limitations on grant fund expenditures to authorized services; and
- E. Financial and program monitoring requirements to ensure that Grantee’s expenditures do not exceed the grant amount awarded by contract, subject to available funding, or the availability of funding.

### **2 Contract Requirements**

HHSC is contracting with Grantee to deliver an effective nutrition education, physical activity and/or obesity prevention program to the greatest number of Texans possible and deliver services in counties throughout Texas without provider overlap.

- A. The Grantee must provide evidence-based services to the Texas SNAP-Ed target population: individuals participating in SNAP, individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid or Temporary Assistance for Needy Families (TANF); and individuals residing in communities meeting the general low-income standard. The general low-income standard is defined as fifty (50) percent or more of persons have household incomes of less than or equal to 185 percent of the Federal Poverty

Level (FPL).

- B. SNAP-Ed Providers may use one or more of the following measures to identify the target audience:
- Income based [Social Security Income (SSI), Women, Infants, and Children (WIC), TANF)];
  - Location-based (food banks, food pantries, soup kitchens, public housing, SNAP/TANF job readiness program sites);
  - Locations serving low-income populations where at least fifty (50) percent of persons are at or below 185 percent of the Federal Poverty Level (FPL) (persons residing in the area, schools or childcare centers located at census tract areas or low-income defined areas, and schools where at least fifty (50) percent of the children receive free and reduced-price meals); and
  - Retail locations serving low-income populations (grocery stores who redeem \$50,000 or more of SNAP benefits, grocery stores in census tracts where at least fifty (50) percent or more persons are at or below 185 percent of the FPL). For example, a store may redeem a monthly average of \$50,000 in SNAP-benefits in a low-income defined area. If the store does not average \$50,000 or more, the store could demonstrate that it serves a majority of SNAP low-income population compared to overall sales or show that it is the only grocery store in the entire low-income defined community serving the target population.
- C. SNAP-Ed nutrition education and obesity prevention interventions and projects must be evidence-based and include research-based, practice-based, and emerging strategies.
- D. Grantee has submitted detailed approaches, processes, plans and strategies in their Operational Plan, Staffing Plan, and corresponding expenditure proposal for each project.
- E. Grantee provided specific information on how the venues, service areas, or communities for priority project(s) are reaching the target SNAP-Ed audience and has certified audience meets the general low-income standard.
- F. Grantee meets the overall objectives and goals of SNAP-Ed by implementing the evidence-based nutrition education and obesity prevention activities through Approach One and at least one additional approach as defined below.
- I. Approach One: Individual or group-based direct nutrition education, health promotion, and intervention approaches.
- a. Activities conducted at the individual level are a direct education delivery approach in SNAP-Ed.
  - b. The direct nutrition education and physical activity interventions implemented should incorporate features that have shown to be effective, such as:
    - i. Behaviorally-focused strategies;
    - ii. Culturally relevant/appropriate motivators and reinforcements;
    - iii. Multiple channels of communication to convey messages;



- iv. Approaches that allow for active personal engagement; and
- v. Intensity and duration that provide opportunities to reinforce behaviors.
- c. This intervention approach must be combined with interventions and strategies from Approaches Two and/or Three.

II. Approach Two: Comprehensive, multi-level Policy, Systems, and Environmental (PSE) projects consistent with **FY 2022 SNAP-Ed Plan Guidance**.

- a. Interventions may address several or all elements of the socioecological model (SEM) as found in **FY 2022 SNAP-Ed Plan Guidance** and may target the individual, the interpersonal (family, friends, etc.), organizational (workplace, school, etc.), community (food retailers, food deserts, etc.), and public policy or societal (local laws, social norms, etc.) levels.
- b. A key tenet of multi-level interventions is that they reach the target audience at more than one level of the SEM and that the interventions mutually reinforce each other. Multi-level interventions generally are thought of as having three or more levels of influence.

These approaches provide opportunities to reach the SNAP-Ed Target Audience with nutrition and lifestyle messages that encourage healthy behaviors.

Evidence based interventions includes research-based, practice-based, and emerging strategies.

- A. Research-based approaches are based upon relevant, rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence, and other published studies and evaluation reports that demonstrate significant effects on individual behaviors, food/physical activity environments, or policies across multiple populations, settings, or locales.
- B. Practice-based approaches are based upon published or unpublished evaluation reports and case studies by practitioners working in the field that have shown positive effects on individual behaviors, food/physical activity environments, or policies.
- C. Emerging strategies include community or practitioner-driven activities that have the potential for obesity prevention but have not yet been formally evaluated for obesity prevention outcomes. Evaluation indices may reflect cultural or community-informed measures of success. Emerging strategies or interventions require a justification for a novel approach and must be evaluated for effectiveness.

The Grantee will demonstrate the ability to support two (2) or more of the six (6) state goals:

- A. Implement health promotion activities to help the SNAP-Ed Target Audience establish healthy eating habits and a physically active lifestyle.
- B. Reduce risk factors for chronic diseases such as obesity, type 2 diabetes, and cardiovascular disease among the SNAP-Ed Target Audience.
- C. Increase partnership collaboration of nutrition, physical activity, and wellness education across the state.
- D. Increase consumption of fruits, vegetables, and other foods that comprise a healthy diet among the SNAP-Ed Target Audience.



- E. Increase ongoing physical activity among the SNAP-Ed Target Audience in accordance with **Physical Activity Guidelines 2nd Edition**.
- F. Increase PSE projects consistent with **FY 2022 SNAP-Ed Plan Guidance**.

### 3 Priority Projects

Respondents may choose one or more of the following Priority Projects:

#### 3.1 Schools and/or Communities Priority Project

Evidence-based projects/programs delivered in partnership with community-based organizations and/or low-income public schools. The project could consist of one (1) or more of the following:

- A. Improving the health of the school environment and/or low-income communities through policy changes, systems changes, environmental changes, nutrition or physical activity curriculum and/or technology developed specifically for the target SNAP-Ed population.
- B. Engaging in partnerships within the community to implement a multi-faceted, interactive nutrition model that aims to improve the health and well-being of the entire family.
- C. Promoting and measuring positive behavior changes in nutrition, including but not limited to:
  - a. measurably increasing the consumption of fruits and vegetables;
  - b. increasing physical activity and reducing sedentary behavior; and
  - c. decreasing the consumption of sugary drinks and increasing the consumption of water.

#### 3.2 Physical Activity Priority Project

Physical Activity Priority Projects include evidence-based projects/programs that provide consistent physical activity opportunities and programs for adults or children in low-income communities. All programming such as workshops, conferences, and trainings for SNAP-Ed, that encourages physical activity, must include promotion of nutrition education such as healthy eating patterns. Examples of Physical Activity projects could consist of one (1) or more of the following:

- A. Group exercise classes provided in locations convenient for the SNAP-Ed Target Audience;
- B. Opportunities for physical activity offered in both English and Spanish to meet the needs of eligible participants;

- C. Partnerships with schools and/or community-based groups to increase physical activity before and after school;
- D. Activities to encourage physical activity every day by promoting active living and connecting people with community-based resources funded by other appropriate entities; and
- E. Improving the health of the SNAP-Ed Target Audience through policy changes, systems changes, and environmental changes, that promote and support physical activity.

#### **4 Location of Services**

Grantees must outline where venues for SNAP-Ed services will be provided and how the venues, service areas, or communities will reach the target SNAP-Ed Target Audience and/or if the audience meets the general low-income standard.

#### **5 Attendance Requirement**

All programs and services must be at no cost to the participant. Services shall be provided in accordance with the specifications contained and in compliance with the SNAP-Ed Grant Requirements listed in this document.

#### **6 Project Funding**

HHSC SNAP-Ed program is federally funded by the United States Department of Agriculture (“USDA”) Food and Nutrition Service (“FNS”). Allowable expenditures are defined in **FY 2022 SNAP-Ed Plan**. HHSC will make payment for SNAP-Ed services on a cost reimbursement basis. HHSC will reimburse administrative and program costs allowable under Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200.405, Allocable Costs, and **FY 2022 SNAP-Ed Plan** that are reasonable and necessary to operate approved nutrition education activities. The Grantee must provide assurances that the Grantee’s cost of activities is not funded from another federal source. In addition, HHSC does not provide start-up funding or issue advance payments.

#### **7 Reports**

The Grantee is required to provide performance reports detailing the vendor’s activities and outcomes. The Grantee will be required to submit a summary of activities including, not limited to:

- A. General observations about the SNAP-Ed program, including any updated nutrition education materials, program needs, program barriers identified, and updated office materials for class instruction;
- B. Geographical areas reached/primary sites targeted for SNAP-Ed;
- C. Nutrition education and obesity prevention methods;
- D. Nutrition education and obesity prevention topics and core elements;

- E. Evaluation tools and expected program outcomes; and
- F. Other reports as defined by HHSC in its sole discretion.

Grantee Required Reports	Submission Timeline
SNAP-Ed Project Activities and Outcomes Report	Monthly—by the 30th calendar day following the previous month of service
Quarterly Education and Administrative Reporting System (EARS) Report	Quarterly—by the 30th calendar day following the previous quarter of service
Annual Education and Administrative Reporting System (EARS) Report	Annually—by October 30 <sup>th</sup> of each Operational Year
SNAP-Ed Implementing Agency Annual Report Summary	Annually—by October 30 <sup>th</sup> of each Operational Year
SNAP-Ed Implementing Agency State Plan Report including Project Description, Budget, and Staffing Information	Annually—by March 30 <sup>th</sup> of each Operational Year

*Note: The Grantee must submit reports to HHSC in an electronic format such as Word, PDF, or Excel.*

Ongoing SNAP-Ed Implementing Agency State Plan Report updates and changes shall be submitted to HHSC for approval at least 150 calendar days before a change becomes effective.

## 8 Formal Communication

The Grantee must establish formal communication with HHSC for receipt and response to requests for information, work products, deliverables, updates and other required correspondence related to performance of Contract requirements. HHSC will issue State Action Requests (**SARs**) to the Grantee following established procedures and timelines. The Grantee must issue Vendor Action Requests (**VARs**) to HHSC following established procedures and timelines, inclusive of the submission of Contract Deliverables and KPRs. The Grantee's response should describe how the grantee must establish and manage formal communication with HHSC. In addition to the requirements stated above, the Grantee must:

- A. Submit complete and accurate responses to any SARs or VARs no later than ten (10) days after the Grantee's receipt of the request, unless a specific date is specified in the request.
- B. Submit a written request for extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three (3) days after the Grantee receives the SAR or VAR response.
- C. The Grantee must provide ad hoc reports and respond to legislative inquiries and other high priority requests within thirty-six (36) hours from the time of the request or by the date specified by HHSC for data or reports that already exist and are produced.
- D. If the Grantee is late in responding, or does not provide adequate information, HHSC may assess non-compliance remedies.

## 9 Contract Plans & Deliverables

The Grantee must provide tangible, measurable, verifiable work products to HHSC to ensure quality services are delivered timely, accurately and efficiently.

Deliverables are documents, processes, reports, plans and other products that are created by the Grantee and delivered to HHSC while performing its obligations under the contract. The deliverables will assist HHSC in connection with, among other things, the development and implementation of quality processes; monitoring the status of operations; tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring timeliness, accuracy, availability and access to services.

The deliverables reporting process must ensure that necessary and appropriate information and data is timely, consistent and an accurate reflection of operations and performance. As such, the reports, plans, processes and documents must be objective, clearly written and accurate so that they can be relied upon by HHSC in making decisions that relate to operations, policy and performance, and to the Grantee's compliance with its obligations under the contract.

HHSC defined the content, acceptance criteria, and format of the deliverables, and will work with the Grantee to clarify HHSC expectations. Each deliverable must meet the Acceptance Criteria for that deliverable as of the initial due date of its submission. Each deliverable that does not meet the applicable Acceptance Criteria upon submission will be considered noncompliant and will be treated as a late submission for purposes of any applicable service level agreements or performance requirements. The deliverable will continue to be regarded as late until an acceptable deliverable is re-submitted by the Grantee. HHSC may choose to exercise any remedies it may have in connection with the late submission of the deliverable. HHSC may review or require modifications to the deliverables at its discretion.

HHSC reserves the right to waive the review and approval of Grantee work products. HHSC approval of the Grantee's work product will not relieve the Grantee of liability for errors and omissions in the work product.

## **9.1 Operations Plan**

The Grantee has an HHSC approved operations plan and work plan that outlines goals, objectives, tasks, and timelines for each service outlined in the contract. The Grantee shall submit a plan of operation to HHSC within thirty (30) business days after execution of the contract. The Grantee shall submit to HHSC for approval on-going plan updates and changes at least thirty (30) business days before a change is to become effective.

The operations plan shall include, but not be limited to, the following:

- A. Comprehensive description and delivery method for services provided to clients, and work plan on how coverage will be made available to the SNAP-Ed target audience in the State;
- B. Comprehensive description of how all geographical areas and high need but hard to reach populations will be served;

- C. Comprehensive description of strategies for evaluating the program and managing customer satisfaction;
- D. Comprehensive description of Grantee's policies and procedures for each of the services provided by this grant;
- E. Hours of operation and the setting in which the services are provided by Grantee and network organizations;
- F. Job titles and contact information for administrative staff and their responsibilities related to fulfilling contractual obligations;
- G. Number and job classification of staff delivering services;
- H. Qualifications and competencies of each staff member paid from this grant; and
- I. Assurances that staff in the SNAP-Ed program met the required qualifications set forth within **Staff Development Plan**.

## 9.2 Quality Management Plan

The Grantee has submitted, implemented, and will maintain an approved Quality Management Plan, which includes an overall approach for a comprehensive, continuous, and measurable quality management program. A plan shall be submitted annually within thirty (30) business days prior to the end of each operational year. The plan must include, but is not limited to, the following:

- A. Strategies and processes to promote quality;
- B. Procedures to periodically measure and report performance to HHSC through the contract; and
- C. A requirement that the Grantee shall supply to HHSC copies of all internal quality assurance audit reports when developed or received by the Grantee.

## 9.3 Transition Plan

Grantee has developed and will maintain a comprehensive Transition Plan, to be **submitted within ten (10) business days after contract effective date**, which explains how the Grantee ensures service gaps do not exist for current SNAP-Ed Services consumers (includes, but is not limited to, the transfer of consumer records). On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective.

Grantee is the lead in, and responsible for, coordinating and facilitating all transition activities with the incoming grantee. HHSC and Grantee will work together throughout the Transition Phase to establish a detailed schedule for all activities and define expectations for the content and format of the award transition deliverables.

Transition Plans shall include the following:

- A. Identification, management, and mitigation of risks related to readiness for operations assumption;

- B. Comprehensive and detailed step-by-step actions for successful transition of current operations from the grantee to an awarded incoming grantee;
- C. Activities the Grantee shall conduct between the effective date of the award and the Grantee's operational start date to ensure continuation of current services to current SNAP Application Assistance Services to consumers;
- D. Grantee's roles and responsibilities; and
- E. Detailed schedule of continued business operations for all transition functions and requirements.

#### 9.4 Staffing Plans

The Grantee ensured SNAP-Ed staff meet the specific qualifications necessary to carry out the functions for each of the core services. Further, the Grantee must maintain adequate personnel documentation in accordance with standard human resources best practices. Please note that all staff paid with SNAP-Ed funds should support the delivery of SNAP-Ed services to the target audience. **For each priority project, Grantee must provide the following information for all paid staff that performs SNAP-Ed functions within their Staffing Plans:**

- A. Defines the required qualifications, skills, and duties of each staff position, including the skills needed to serve the target audience and individuals who are difficult to serve. Attach a statement of work listing each staff position title and SNAP-Ed related job duties for each position. This should clearly show how the position supports the delivery of planned SNAP-Ed activities.
- B. Indicates if a position is full- or part-time.
- C. FTEs charged to SNAP-Ed: For each position title, provide the Full Time Equivalents (FTEs) that will be funded through SNAP-Ed.
- D. Percentage of SNAP-Ed Time Spent on Management/Administrative Duties: For each position title, provide the percentage of SNAP-Ed time the position will spend performing management/administrative duties (including training and professional development).
- E. Percentage of SNAP-Ed Time Spent on SNAP-Ed delivery, including all approaches described in Guidance Section 1: For each position title, provide the percentage of SNAP-Ed time the position will spend on SNAP-Ed direct delivery, multi-level interventions, and community and public health approaches including PSE efforts. This information should coincide with information provided in the attached statement of work/position description.
- F. SNAP-Ed Salary, Benefits, and Wages: For each key position title, provide the total annual salary, total SNAP-Ed salary, benefits and wages. An estimate may be used for the budget, but actual time spent must be used for billings.
- G. Ensures that ninety-five percent (95%) of staff are maintained throughout the award term.
- H. Indicates which positions are filled by paid employees and which are filled by volunteers.



- I. Includes an up-to-date organizational chart showing SNAP-Ed staffing to support the service area and unique populations.

The Grantee provides reports as needed of changes to organizational structure and identification of Key Personnel, including resumes and references for HHSC approval.

The Grantee identified the key personnel and an allocated percentage of their time that is dedicated to this grant or up to 100% (i.e. not permitted to manage, oversee, or participate in other projects, contracts, etc.).

The Grantee shall submit a final Staffing Plan within thirty (30) business days after contract effective date. Grantee must report any organizational changes as specified by the requirements in this contract that result in a restructure of the organization or redirection of Key Personnel to perform functions other than the responsibilities of their current position, either temporarily or permanently. Key Personnel and/or organizational changes must be reported via an updated Staffing Plan within ten (10) business days after the change occurs. This includes resignation, death, or military recall.

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

- A. Maintain a core staff sufficient for successful fulfillment of award and performance requirements with experience in systems, operations, policy and procedures, and in the functional areas in which they work;
- B. Allocate Key Personnel and their percentage of time to this award approved by HHSC;
- C. Submit notification to HHSC in writing within fourteen (14) business 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 updated organizational chart as changes in personnel occur or as specified by HHSC; and
- E. Ensure appropriate Grantee staff is available to meet with HHSC and access to Grantee staff by HHSC is not restricted.

### **9.5 Staff Development Plan**

The Grantee ensured staff met specific qualifications for the SNAP-Ed functions and commits to ongoing training to develop and enhance staff capacity. The Grantee must maintain adequate personnel documentation in accordance with standard human resources best practices.

**The Grantee will submit a Staff Development Plan within thirty (30) business days after effective date of the contract.** The plan ensures that training and continuing education opportunities for SNAP-Ed staff that will lead to expanded professional capacity and in-depth expertise. On-going plan updates and changes shall be submitted to HHSC by



the Grantee for approval at least thirty (30) business days before a change becomes effective.

Grantee trains staff and ensures they are competent to provide services and determine the appropriate number of training hours required for each staff person to meet the minimum requirements of competency.

Grantee's written plan for staff development shall include:

- A. Total minimum number of training hours required for each staff person to meet minimum competency requirements;
- B. Schedule for training, including number of hours for each training;
- C. Training curriculum, including specific topics;
- D. Training objectives;
- E. Training method;
- F. Names of the instructors; and
- G. Plan to monitor and address staff performance.

Grantee has provided the following trainings to all staff prior to the staff member providing SNAP-Ed services:

- A. Grantee's policies and procedures;
- B. 29 United States Code §794 (relating to Nondiscrimination under Federal grants and programs);
- C. Confidentiality of records; and
- D. Techniques for providing nutrition education and obesity prevention services.

## **9.6 Security Incident Response Plan**

The Grantee must develop and implement a Security Incident Response Plan that provides a coordinated approach to security incidents. The plan must contain a comprehensive approach to how the Grantee would respond to a security breach or suspicion of unauthorized access. A Security Incident Response Plan must be submitted within twenty (20) business days after effective date of the contract. On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective. The Security Incident Response Plan:

- A. Provides the organization with a roadmap for implementing its incident response capability;
- B. Describes the structure and organization of the incident response capability;
- C. Provides a high-level approach for how the incident response capability fits into the overall Grantee's organization;
- D. Meets the unique requirements of the Grantee's organization, which relate to mission, size, structure, and functions;
- E. Defines reportable incidents;

- F. Provides metrics for measuring the incident response capability within the organization;
- G. Defines the resources and management support needed to effectively maintain an incident response capability;
- H. Is reviewed and approved by designated officials within Grantee's organization;
- I. Reviews the incident response plan as significant changes occur in the environment; and
- J. Updates the incident response plan to address system organizational changes or problems encountered during plan implementation, execution, or testing.

### **9.7 Emergency Plan**

Grantee must develop and maintain an Emergency Plan and submit it within forty (40) business days after effective date of the contract. On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective.

The Grantee shall notify HHSC of any emergencies via the SAR VAR formal communication process within one (1) business day after the emergency. Verbal notifications must be to a live person and may not be left on voicemails.

If an emergency occurs with a consumer, Grantee shall maintain the following documentation in the consumer's case file:

- A. Date and type of emergency;
- B. Description of the emergency;
- C. The outcome or resolution of the emergency;
- D. Name of any persons notified of the emergency and their relation to the consumer;
- E. Date HHSC was notified; and
- F. Method of notice

Grantee shall maintain a log and documentation, as outlined above for the consumer file, of emergencies for three (3) years. The emergency log shall be made available, upon HHSC's request.

### **9.8 Disaster Recovery and Business Continuity Plan**

Grantee must submit, implement, and maintain a Disaster Recovery and Business Continuity Plan specific to the transition and on-going uninterrupted service delivery and operations within fifty (50) calendar days after contract effective date; and annually thereafter within thirty (30) calendar days prior to the end of each operational year. On-going plan updates and changes shall be submitted to HHSC for approval at least thirty (30) business days before a change becomes effective. The plan must include, but is not limited to the following:

- A. An overall approach for reestablishing operations and service delivery within twenty-four (24) hours in the event of an unplanned catastrophe affecting performance of operations;
- B. A description of potential issues that may realistically occur, including, but not limited to, instances such as natural disasters, a facility is no longer available, etc., during the operations phase of a project and an outline of courses of action to address and resolve the anticipated problems;
- C. A description of the Grantee's approach to determining disaster recovery site location, which must be located in the State of Texas. Indicate the location of the disaster recovery site and the proximity to Grantee's central site;
- D. A description of backup and recovery procedures specifying timeframes for restoring service and whether the service restored is full or partial;
- E. Contingency plan addressing interruptions to the established training plan and outlining communication processes, short and/or long-term resolutions, action steps, and response time frames;
- F. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met;
- G. A proposed reporting mechanism specific to disaster recovery and contingency operations;
- H. The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and
- I. A commitment to participate in an enterprise-wide test of the disaster recovery solution annually or more frequently if required by HHSC.

## **9.9 Complaint Resolution Plan**

The Grantee shall submit a Complaint Resolution Plan within twenty (20) business days after effective date 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. Organizational implementation and maintenance of the complaint resolution requirements listed in this section must be included in the Complaint Resolution Plan.

Grantee shall address any complaint received against the Grantee within ten (10) business days from receipt of complaint with the resolution or planned resolution, if complaint is unresolved, as part of sound management practices. The Grantee must submit copies of the complaint report(s) to HHSC within three (3) business days from the date of request by HHSC.

Grantee shall maintain a log which includes the following documentation for each complaint received:

- A. Date of Complaint;
- B. Name of Complainant;
- C. Name of the consumer, if different than complainant;

- D. Contact information for complainant and/or consumer receiving services;
- E. Details about the complaint;
- F. Complaint resolution;
- G. Name of staff involved in resolution; and
- H. Date resolution was completed.

### **9.10 Invoicing**

Grantee shall invoice HHSC in accordance with the award. Unless otherwise specified in the award, Grantee shall submit an invoice monthly by the thirtieth (30th) calendar day of the month following the month in which expenses were incurred or services provided.

Within the timeframes established within the award and HHSC policy, the Grantee will submit an invoice and documentation supporting the provision of service via email to [SNAP\\_ED\\_SAR\\_VAR@hhsc.state.tx.us](mailto:SNAP_ED_SAR_VAR@hhsc.state.tx.us). All invoices must be copied to the invoice mailbox: [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: "Legal Entity Name. Invoice #. Month Year." For example, an invoice submitted to HHSC for the month of October would look like this: "*Organization's Name*. Invoice #1. October 2021." The invoice must include the following:

- A. Grantee's Legal Name;
- B. State of Texas Vendor number or federal tax Identification number;
- C. Remit-to address;
- D. Grantee's Telephone number;
- E. Invoice number;
- F. HHSC Contract Number;
- G. State agency name of requestor;
- H. Description of goods and services provided;
- I. Date of Service;
- J. If a sub-Contractor(s) is required to provide SNAP-Ed documentation, an attached Explanation of Service ("EOS") for the sub-Contractor(s) services rendered;
- K. The name and telephone number of a person designated by the Contractor to answer questions regarding the invoice; and
- L. Supportive 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 Uniform Grant Management Standards (UGMS). Invoice supporting documentation may include, but is not limited to: invoices, receipts, payroll documentation, subrecipient/subcontractor payment information, travel reimbursement requests, operational and equipment costs, etc. All supporting documentation must be organized by funding source and clearly labeled upon submission, 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 Grantee 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.

Final payment shall be based on the invoice information provided by the Grantee within forty-five (45) calendar 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.

### **9.11 Expenditure Proposals and Reports**

The Grantee must submit the 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 operational year.

Grantee must provide quarterly Expenditure and Projection Reports to HHSC by the 30<sup>th</sup> calendar day after the end of the quarter. The quarters for reporting are listed below:

- A. Q1: October – December: due by the 30<sup>th</sup> of January
- B. Q2: January – March: due by the 30<sup>th</sup> of April
- C. Q3: April – June: due by the 30<sup>th</sup> of July
- D. Q4: July – September: due by the 30<sup>th</sup> of October

If the Grantee exceeds 10% of the projection report for two (2) consecutive months, the Grantee shall provide an explanation or corrective actions to stay within grant maximum funding available for the remaining operational year.

### **9.12 Contract Monitoring Questionnaire**

The Grantee must comply with all applicable cost principles, audit requirements, and administrative requirements listed under terms and conditions. To ensure compliance with these requirements, HHSC utilizes a risk-based contract monitoring system. The Contract Monitoring Questionnaire (CMQ) is part of the risk evaluation process and provides detailed information regarding internal controls and other general processes important to contracting. Grantee must submit the initial CMQ within ten (10) business days after effective date of the contract, and annually thereafter within sixty (60) business days prior to the end of each operational year utilizing the CMQ template provided by HHSC.

### **9.13 Turnover Plan**

Turnover is defined as those activities that are required for the respondent to perform in order to transition contract operations to a subsequent grantee or HHSC. At the commencement and during turnover, the Grantee must ensure that HHSC and the

consumers do not experience any adverse impact from the transfer of services to another entity or to HHSC. A Turnover Plan shall be submitted by Grantee within sixty (60) business days after effective date of the contract. An Annual Operations Turnover Plan shall be submitted within sixty (60) business days prior to the end of each operational year of the award.

Turnover activities may include, but are not limited to:

- A. 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;
- B. Transfer of all written (including electronic format) documentation, including, but not limited to, policies and procedures, emergency and complaint documentation, and pending or in-progress eligibility determination;
- 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 respondent staff;
- D. Process and components of comprehensive and complete knowledge transfer to HHSC or to another entity of all components in the contract and the award;
- E. The implementation of a quality assurance process to monitor turnover activities; and
- F. Training HHSC and/or successor grantee staff in the operation of business processes and any supporting processes related to the contract and the award.

The Turnover Plan shall define the activities required through the end of the award, plus six (6) months after the end of the contract. The Grantee is required to keep, maintain, and share any knowledge learned during the SNAP-Ed award term to assist in avoiding potential pitfalls during turnover and assists in successful transition to the successor grantee.

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. Current inventories, correspondence, documentation of outstanding issues, and other operations support documentation;
- E. Staff training schedules and materials;
- F. List of all staff employed through the respondent, including hiring documentation, credentials (if applicable) and employment and payroll records.

- G. Statement of resource requirements that must be met by a Grantee(s) or HHSC to take over the program, including organization charts and resource requirements necessary to perform the operations of the program;
- H. Knowledge transfer to successor grantee or HHSC; and
- I. Any other information needed for an orderly transfer of services.

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.

#### **9.14 Contract Performance and Compliance Notification**

The Grantee shall inform HHSC in writing within ten (10) business days when the following conditions (not inclusive) occur:

- A. Problems, delays, or adverse conditions which materially impair the Grantee's ability to meet the award objectives or timelines. This disclosure shall include a statement of:
  - 1. Date of discovery;
  - 2. Duration of the problem, delay or adverse condition;
  - 3. Impacts to operations, systems, or staff;
  - 4. Root cause for the delay or adverse condition; and
  - 5. Immediate corrective action taken and/or the long-term corrective action.
- B. Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve the Grantee or could affect the program.
- C. Change in location or physical location for award-related work; or
- D. Any changes in key contract personnel.

Please refer to **Section 14** for the full list of Deliverables.

### **10 Key Performance Requirements**

All requirements under the award shall be provided at a level of quality acceptable to HHSC.

The Key Performance Requirements will be used to measure the Grantee's successful performance of the services and production of deliverables. However, all areas of responsibility and all requirements in the contract will be subject to performance evaluation by HHSC. If HHSC determines, in its sole discretion, the Grantee is failing to provide acceptable services to the SNAP-Ed Target Audience, HHSC reserves the right to invoke remedies that are included in the grant. Examples of such remedies include, but are not limited to:

- A. Written corrective action plans;
- B. Additional reporting;
- C. Withholding/offsetting payments;
- D. Termination or suspension of the grant; and
- E. Any other equitable remedies as provided by Texas law.



HHSC will monitor the performance of the Grantee. All contract requirements under the grant shall be provided at an acceptable quality level and in compliance with all applicable state and federal laws, statutes, and guidelines.

Please refer to **Section 13** to see a complete list of Key Performance Requirements.

## 11 Performance and Compliance

To ensure compliance of the Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance with Statement of Work, Deliverables, or KPRs:

- A. Suspending all or part of the Contract;
- B. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term 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 Contract;
- E. Imposing any other remedies authorized under this Contract; and/or
- F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

## 12 Contract Record Retention

As indicated in **Attachment C, HHSC Uniform Terms and Conditions**, 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, 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.

## 13 Key Performance Requirements

SNAP-Ed KPR 1	
<b>Reporting Period</b>	As Requested. See Page 6, Section 8.
<b>Service/Component</b>	Formal Communication Process
<b>Performance Standard</b>	Official Correspondence State Action Request ( <b>SAR</b> ) or Vendor Action Request ( <b>VAR</b> ) Response

<b>Non-compliance Remedies</b>	<p>The Health and Human Services Commission (<b>HHSC</b>) may take the following actions in the event of non-compliance or a missed Key Performance Requirement (<b>KPR</b>):</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> <li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li> <li>• Recouping payments made to the Grantee found to be in error;</li> <li>• Suspending, limiting, or placing conditions on the continued performance of the Project;</li> <li>• Imposing any other remedies authorized under the Contract; and</li> <li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li> </ul>
<b>Measurement of Noncompliance</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>Calculation/ Reporting Process</b>	<p>HHSC determines 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 specified by HHSC.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed_SAR_VAR@hhsc.state.tx.us</a>.</p>

<b>SNAP-Ed KPR 2</b>	
<b>Reporting Period</b>	As Requested. See Page 6, Section 8.
<b>Service/Component</b>	Formal Communication Process
<b>Performance Standard</b>	<p>Grantee shall submit complete and accurate responses to any SAR or VAR Response memos no later than ten (10) calendar days after the Grantee's receipt of the request or by the date specified by HHSC.</p> <p><i>Note: Grantee shall submit in writing any request for extension of a High Priority deadline no later than three (3) hours after Grantee receives the SAR or VAR Response. The extension request must specify the estimated date of completion and the reasons for the requested extension.</i></p>
<b>Non-compliance Remedies</b>	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> </ul>

	<ul style="list-style-type: none"><li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li><li>• Recouping payments made to the Grantee found to be in error;</li><li>• Suspending, limiting, or placing conditions on the continued performance of the Project;</li><li>• Imposing any other remedies authorized under the Contract; and</li><li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li></ul>
<b>Measurement of Noncompliance</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>Calculation/ Reporting Process</b>	<p>HHSC determines Grantee's compliance with this KPR by comparing the response date of the SAR or VAR Response from the Grantee via the formal communication process to the established due date specified by HHSC.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed_SAR_VAR@hhsc.state.tx.us</a>.</p>

<b>SNAP-Ed KPR 3</b>	
<b>Reporting Period</b>	Monthly
<b>Service/Component</b>	Reports
<b>Performance Standard</b>	A grantee must ensure 100% of SNAP-Ed services should be provided to the target audience, which is made up of SNAP recipients and low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance and individuals residing in low income communities that meet the low-income standard.
<b>Non-compliance Remedies</b>	<p>To ensure compliance of the Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> <li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li> <li>• Recouping payments made to the Grantee found to be in error;</li> <li>• Suspending, limiting, or placing conditions on the continued performance of the Contract;</li> <li>• Imposing any other remedies authorized under this Contract; and</li> <li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li> </ul>
<b>Measurement of Non-compliance</b>	Each percentage point below 100%
<b>Calculation/ Reporting Process</b>	<p>Compliance with this KPR is determined by reviewing self-reported data included in the SNAP-Ed Project Activity and Outcomes Report (Deliverable D-01) due by the thirtieth (30th) calendar day following the previous month of service.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed_SAR_VAR@hhsc.state.tx.us</a>.</p>

<b>SNAP-Ed KPR 4</b>	
<b>Reporting Period</b>	Quarterly
<b>Service/Component</b>	Staffing Plans
<b>Performance Standard</b>	Grantee shall ensure 95% of staff are hired within sixty (60) business days and 100% within ninety (90) business days of contract effective date. Grantee shall ensure positions are maintained throughout contract term with no more than forty-five (45) business days vacant.
<b>Non-compliance Remedies</b>	<p>To ensure compliance of the Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> </ul>

	<ul style="list-style-type: none"> <li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li> <li>• Recouping payments made to the Grantee found to be in error;</li> <li>• Suspending, limiting, or placing conditions on the continued performance of the Contract;</li> <li>• Imposing any other remedies authorized under this Contract; and</li> <li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li> </ul>
<b>Measurement of Non-compliance</b>	<p>Each percentage point below 95% within sixty (60) business days</p> <p>Each percentage point below 100% within ninety (90) business days</p>
<b>Calculation/Reporting Process</b>	<p>Compliance with this KPR is determined by reviewing self-reported staffing plans included in the Staffing Plan (D-09) due within thirty (30) business days after the effective date of the contract and within ten (10) days after the change occurs (for resignation, death or military recall) or within fourteen (14) business days or prior to making any changes to Key Personnel, Changes to Key Personnel (D-10).</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed_SAR_VAR@hhsc.state.tx.us</a>.</p>

<b>SNAP-Ed KPR 5</b>	
<b>Reporting Period</b>	Quarterly
<b>Service/Component</b>	Reports
<b>Performance Standard</b>	Grantee must collect data for 100% of the number of individuals reached by the end of the reporting year.
<b>Non-compliance Remedies</b>	<p>To ensure compliance of the Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> <li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li> <li>• Recouping payments made to the Grantee found to be in error;</li> <li>• Suspending, limiting, or placing conditions on the continued performance of the Contract;</li> <li>• Imposing any other remedies authorized under this Contract; and</li> <li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li> </ul>
<b>Measurement of Non-compliance</b>	Each percentage point below 100%
<b>Calculation/Reporting Process</b>	Compliance with this KPR is determined by reviewing self-reported data included in the Quarterly Education and Administrative

	<p>Reporting System (EARS) Report (D-02) due by the thirtieth (30th) calendar day following the previous quarter of services.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed SAR VAR@hhsc.state.tx.us</a>.</p>
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SNAP-Ed KPR 6	
<b>Reporting Period</b>	Annual
<b>Service/Component</b>	Reports
<b>Performance Standard</b>	100% of the time the Grantee must submit the annual Education and Administrative Reporting System ( <b>EARS</b> ) Report, SNAP-Ed Implementation Agency Annual Report Summary, and SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget, and Staffing Information.
<b>Non-compliance Remedies</b>	<p>To ensure compliance of the Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> <li>• Suspending all or part of the Contract;</li> <li>• Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;</li> <li>• Recouping payments made to the Grantee found to be in error;</li> <li>• Suspending, limiting, or placing conditions on the continued performance of the Contract;</li> <li>• Imposing any other remedies authorized under this Contract; and</li> <li>• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.</li> </ul>
<b>Measurement of Non-compliance</b>	Each percentage point below 100%
<b>Calculation/Reporting Process</b>	<p>Compliance with this KPR is determined by reviewing self-reported data included in the following report:</p> <ul style="list-style-type: none"> <li>• EARS Report (D-03) due by October 30<sup>th</sup> of each operational year;</li> <li>• SNAP-Ed Implementing Agency Annual Report Summary (D-04) due by October 30<sup>th</sup> of each operational year;</li> <li>• SNAP-Ed Implementing Agency State Plan Report, including Project Description(s), Budget, and Staffing Information, (D-05) due by March 30<sup>th</sup> of each operations year and at least 150 calendar days before a change becomes effective.</li> </ul> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at <a href="mailto:SNAP-Ed_SAR_VAR@hhsc.state.tx.us">SNAP-Ed SAR VAR@hhsc.state.tx.us</a>.</p>

## 14 Deliverables

Deliverable ID	KPR No.	Deliverable Requirements	Due Date	Reporting Frequency
<b>SNAP-Ed D-01</b>  SNAP-Ed Project Activities and Outcomes Report	KPR #3	The Grantee shall submit a monthly SNAP-Ed Project Activities and Outcomes Report by the thirtieth (30th) calendar day following the previous month of service.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work</u>	By the 30th calendar day following the previous month of service	Monthly
<b>SNAP-Ed D-02</b>  Quarterly Education and Administrative Reporting System (EARS) Report	KPR #5	The Grantee shall submit a quarterly EARS Report by the thirtieth (30th) calendar day following the previous quarter of service.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work</u> .	By the 30th calendar day following the previous quarter of service	Quarterly
<b>SNAP-Ed D-03</b>  Annual Education and Administrative Reporting System (EARS) Report	KPR #6	The Grantee shall submit an annual EARS Report to the Health and Human Services Commission (HHSC) no later than October 30 <sup>th</sup> of each year.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work</u> .	By October 30 <sup>th</sup> of each operational year	Annually
<b>SNAP-Ed D-04</b>  SNAP-Ed Implementing	KPR #6	The Grantee shall submit a SNAP-Ed Implementing Agency Annual Report Summary to HHSC no later than October 30 <sup>th</sup> of each year.	By October 30 <sup>th</sup> of each operational year	Annually



Agency Annual Report Summary		Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>		
<b>SNAP-Ed D-05</b>  SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget, and Staffing Information	KPR #6	The Grantee shall submit a SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget and Staffing Information to HHSC by March 30 <sup>th</sup> of each operational year. Ongoing SNAP-Ed State Plan updates and changes shall be submitted to HHSC for approval at least 150 calendar days before a change becomes effective.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	By March 30 <sup>th</sup> of each operational year  At least 150 calendar days before a change becomes effective	Annually  As required
<b>SNAP-Ed D-06</b>  Operations Plan		The Grantee shall submit a final plan of operation to HHSC within thirty (30) business days after effective date of the contract. Grantee shall submit to HHSC for approval on-going plan updates and changes at least thirty (30) business days before a change is to become effective.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 30 business days after effective date of the contract  Within 30 business days before a change is to become effective	One-time  As required
<b>SNAP-Ed D-07</b>  Quality Management Plan		The Grantee shall submit a Quality Management Plan to HHSC within sixty (60) business days after effective date of the contract or by date specified by HHSC. A plan shall be submitted annually within thirty (30) business days prior to the end of each operational year.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 60 calendar days after contract effective date or date specified by HHSC  No less than 30 business days prior to the end	One-time  Annually

			of each operational year	
<b>SNAP-Ed D-08</b>  Transition Plan		<p>The Transition Plan shall be submitted within ten (10) business days after contract effective date. 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>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days after contract effective date.</p> <p>At least 30 business days before a change becomes effective</p>	<p>One time</p> <p>As required</p>
<b>SNAP-Ed D-09</b>  Staffing Plans	KPR #4	<p>The Grantee must develop and submit comprehensive Staffing Plan(s). Grantee shall submit a Staffing Plan within thirty (30) business days after contract effective date. Grantee must report any Staffing Plan changes within ten (10) business days after the change occurs if it is as a result of resignation, death, or military recall.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 30 business days after effective date of the contract or date specified by HHSC</p> <p>Within 10 business days after a change occurs</p>	<p>One time</p> <p>As required</p>
<b>SNAP-Ed D-10</b>  Changes to Key Personnel	KPR #4	<p>The Grantee must submit notification to HHSC in writing within fourteen (14) business 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</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 14 business days prior to a Key Personnel change</p>	<p>As required</p>
<b>SNAP-Ed D-11</b>		<p>A Staff Development Plan shall be submitted within thirty (30) business days after effective date of the contract. On-going plan updates and changes shall be submitted to HHSC by the Grantee for approval at least thirty (30)</p>	<p>Within 30 business days after effective date of the contract or date</p>	<p>One time</p> <p>As required</p>

Staff Development Plan		business days before a change becomes effective.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	specified by HHSC  Within 30 business days before a change becomes effective	
<b>SNAP-Ed D-12</b>  Security Incident Response Plan		A Security Incident Response Plan shall be submitted within twenty (20) business days after effective date 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.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 20 business days after effective date of the contract or date specified by HHSC  Within 30 business days before a change becomes effective	One time  As required
<b>SNAP-Ed D-13</b>  Emergency Plan		An Emergency Plan shall be submitted within forty (40) business days after effective date 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.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 40 business days after effective date of the contract or date specified by HHSC  Within 30 business days before a change becomes effective	One time  As required
<b>SNAP-Ed D-14</b>  Disaster Recovery and Business Continuity Plan		Grantee must submit a final Disaster Recovery and Business Continuity Plan within fifty (50) calendar days after contract effective date or by the date specified by HHSC; and annually thereafter within thirty (30) calendar days prior to the end of each operational year.  Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 50 calendar days after contract effective date or date specified by HHSC  No less than 30 calendar days	One time  Annually

			prior to the end of each operational year	
<b>SNAP-Ed D-15</b>  Complaint Resolution Plan		<p>A Complaint Resolution Plan shall be submitted within twenty (20) business days after effective date of the contract by Grantee. 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>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 20 business days after effective date of the contract or date specified by HHSC</p> <p>Within 30 business days before a change becomes effective</p>	<p>One time</p> <p>As required</p>
<b>SNAP-Ed D-16</b>  Complaint Resolution		<p>Grantee shall address any complaint received against the Grantee within ten (10) business days from receipt of complaint with the resolution or planned resolution.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days from receipt of complaint</p>	<p>As required</p>
<b>SNAP-Ed D-17</b>  Complaint Report		<p>The Grantee must submit a copy of the complaint report(s) to HHSC within three (3) business days from the date of request by HHSC.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 3 business days from the date of request by HHSC</p>	<p>As required</p>
<b>SNAP-Ed D-18</b>  Invoicing		<p>Grantee shall submit an invoice monthly by the thirtieth (30th) calendar day of the month following the month in which expenses were incurred or services provided.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>By the 30<sup>th</sup> calendar day of the month following the month in which expenses were incurred or services provided</p>	<p>Monthly</p>

<p><b>SNAP-Ed D-19</b></p> <p>Expenditure Proposals</p>		<p>Grantee shall submit the initial Expenditure Proposal(s) at application. Grantee shall submit the final expenditure proposal(s) within thirty (30) calendar days after contract effective date or by the date specified by HHSC; and annually, thereafter, no less than sixty (60) calendar days prior to the end of each operational year.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>At Application</p> <p>Within 30 calendar days after contract effective date or by date specified by HHSC</p> <p>No less than 60 days prior to the end of each operational year</p>	<p>At application</p> <p>One time</p> <p>Annually</p>
<p><b>SNAP-Ed D-20</b></p> <p>Expenditure and Projection Reports</p>		<p>Grantee must provide quarterly Expenditure and Projection Reports to HHSC by the thirtieth (30th) calendar day after the end of each specified quarter.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>By the 30<sup>th</sup> calendar day after each quarter</p>	<p>Quarterly</p>
<p><b>SNAP-Ed D-21</b></p> <p>Contract Monitoring Questionnaire (CMQ)</p>		<p>Grantee must submit the initial CMQ within ten (10) business days after effective date of the contract, and annually thereafter within sixty (60) business days prior to the end of each operational year</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days after contract effective date</p> <p>Within 60 business days prior to the end of each operational year</p>	<p>One time</p> <p>Annually</p>
<p><b>SNAP-Ed D-22</b></p> <p>Turnover Plan</p>		<p>A Turnover Plan shall be submitted by Grantee within sixty (60) business days after effective date of the contract. An Annual Operations Turnover Plan within sixty (60) business days prior to the end of each operational year of the award.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 60 business days after contract effective date</p> <p>Within 60 business days prior to the end</p>	<p>One time</p> <p>Annually</p>

			of each operational year	
<b>SNAP-Ed D-23</b>  Contract Performance and Compliance Notification		<p>The Grantee shall inform HHSC in writing within ten (10) business day days when problems, delays, difficulties, changes, or adverse conditions affecting the performance and compliance of the contract occur.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	Within 10 business days of event	As required



# TEXAS

## Health and Human Services

**Health and Human Services (HHS)**  
**Additional Provisions – Grant Funding**  
**Version 1.0**  
**Effective: February 2021**



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## **ADDITIONAL PROVISIONS**

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions, Attachment C.

### **1. TRADEMARK LICENSE**

System Agency grants to Grantee/Contractor, for the term of the Grant Agreement/Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce System Agency's trademarks on published materials in the United States related to the performance of the Grant Agreement/Contract, provided that such license is expressly conditional upon, and subject to, the following:

- i. Grantee/Contractor is in compliance with all provisions of the Grant Agreement/Contract;
- ii. Grantee/Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in this Grant Agreement/Contract or as otherwise communicated by System Agency;
- iii. Grantee/Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose System Agency's right, title and interest in the trademarks or their validity;
- iv. Grantee/Contractor makes no attempt to sublicense any rights under this trademark license; and
- v. Grantee/Contractor complies with any marking requests System Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the registered trademark symbol "®" for registered trademarks, and the symbol "™" for unregistered trademarks.

### **2. TRADEMARK OWNERSHIP**

Grantee/Contractor acknowledges and agrees that the trademarks remain the exclusive property of System Agency, that all right, title and interest in and to the trademarks is exclusively held by System Agency, and all goodwill associated with such trademarks inures solely to System Agency.

### **3. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. Grantee/Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at <https://www.lep.gov/>.
- B. Grantee/Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

- C. Grantee/Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

#### **4. HIV/AIDS MODEL WORKPLACE GUIDELINES**

- A. Grantee/Contractor shall implement DSHS's HIV-STD Policy No. 090.021, HIV/AIDS Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, accessible at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.
- B. Grantee/Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health & Safety Code §§ 85.112-114.

#### **5. INTERIM EXTENSION AMENDMENT**

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
  - i. Continue provision of services in response to a disaster declared by the governor; or
  - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

#### **6. PROJECT COMMENCEMENT**

The Grantee shall begin the grant-funded project <<on or before *insert date*>> <<within 90 days of the original start date of the grant term or grant execution date, whichever is later,>>, unless otherwise approved by System Agency. If project commencement is delayed, the Grantee must submit in writing to the assigned contract manager, the steps taken to initiate the project, the reasons for the delay, and the expected start date. System Agency may require Grantee to take immediate remedial or corrective action in response to any delay.

#### **7. DUPLICATION OF FUNDING**

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

#### **8. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- A. Grantee/Contractor shall immediately report in writing to its assigned System Agency contract manager when Grantee/Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee/Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Grant Agreement/Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee/Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

#### **9. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION**

Grantee/Contractor shall notify the assigned System Agency contract manager if Grantee/Contractor has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

#### **10. NOTICE OF BANKRUPTCY**

Grantee/Contractor shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee/Contractor.

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## **ATTACHMENT E – SUPPLEMENTAL CONDITIONS – GRANT**

The Supplemental Conditions identified in this document shall have precedence over those provisions in Attachment C, HHSC Uniform Terms and Conditions – Grant Version 2.16.1 and Attachment D, Contract Affirmations v. 1.9.

### **The HHSC Uniform Terms and Conditions – Grant Version 2.16.1, Attachment C of this Contract, are revised as follows:**

#### **Section 3.1, FUNDING, is hereby deleted in its entirety and replaced with the following:**

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 financial commitments taken longer than sixty (60) days in advance by Grantee, and System Agency will not be required to give prior notice.

#### **Section 6.1, OWNERSHIP OF WORK PRODUCT, is hereby deleted in its entirety and replaced with the following:**

Grantee hereby provides and agrees to provide in the future a non-exclusive, irrevocable, 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.

#### **Section 6.2, GRANTEE'S PRE-EXISTING WORKS, is hereby deleted in its entirety and replaced with the following:**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
- b. To the extent any Work results in the creation of Intellectual Property, all rights, title, and interest in and to such Intellectual Property shall vest in the Party that creates such Intellectual Property.

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c. Grantee agrees to grant to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all Deliverables and any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license in any subcontracts under this Contract.

d. The System Agency shall have the right to review and provide comment to any written report, publication or other literature including copyrightable Intellectual Property invented or created in the performance of this Contract, prior to the publication of such literature. Grantee agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least thirty (30) days prior to publication. Grantee agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission."

Grantee represents, certifies, 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.

**Section 7.2, ACCESS TO RECORDS, BOOKS, AND DOCUMENTS, is hereby deleted in its entirety and replaced with the following:**

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, reasonable 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.

**Section 7.5, CONFIDENTIALITY, is hereby deleted in its entirety and replaced with the following:**

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

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System Agency's business activities, practices, systems, conditions and services. This section will survive until the later of ten (10) years or any litigation related to this Contract.

**Section 8.2, TERMINATION FOR CONVENIENCE, is hereby deleted in its entirety and replaced with the following:**

Either Party may terminate the Contract at any time when, in its sole discretion, it determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in the terminating Party's notice of termination.

**Section 9.2, INSURANCE, is hereby deleted in its entirety and replaced with the following:**

Grantee agrees to maintain the highest levels of insurance as required by applicable law. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," each Party is self-insured and, therefore, is not required to purchase insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability).

**Section 9.5, INDEMNITY, is hereby omitted in its entirety.**

**Section 9.10, GOVERNING LAW AND VENUE, is hereby deleted in its entirety and replaced with the following:**

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 Denton County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

**Section 9.20, PROPER AUTHORITY, is hereby deleted in its entirety and replaced with the following:**

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

**In addition to the foregoing provisions, the following changes will be made to the Contract Affirmations v. 1.9, Attachment D of this Contract, as follows:**

All references to the word "warrants" are hereby replaced with the word "certifies."



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



# TEXAS

## Health and Human Services

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

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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 disbursal 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 NEGLIGENCE 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.