SIGNATURE DOCUMENT FOR

TEXAS HEALTH AND HUMAN SERVICES
CONTRACT HHS001291800015
FOR
PROFESSIONAL SERVICES OF A NURSE

The Health and Human Services Commission ("HHSC"), and CareerStaff Unlimited, LLC ("Contractor"), having its principal office at 6333 N. State Highway 161, Suite 100, Irving, TX 75038 (each a "Party" and collectively the "Parties"), enter into the following agreement ("Contract") for Temporary Staffing of Nurses for State Hospitals and State Supported Living Centers.

1. Legal Authority

This Contract is entered into pursuant to Tex. Gov't Code § 2254.008, and authorized by Tex. S.B. 1, Art. II, HHSC, G. Goal: Facilities, 87th Leg., R.S. (the General Appropriations Act), and Tex. Gov't Code ch. 531.

2. Duration

The Contract is effective on January 1, 2023 or the date last signed by the Parties, whichever is later, and expires on December 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, in its sole discretion, may renew or extend this Contract up to four additional years for a maximum term of five years.

Notwithstanding the limitation in the preceding paragraph and with at least thirty calendar days' advance written notice to the Contractor, at the end of the initial term or any renewal period, HHSC, at its sole discretion, may extend this Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State for up to two months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Contract.

3. Statement of Services to be Provided

The statement of services is included as **Attachment A** and is incorporated into and made a part of this Contract for all purposes.

4. Budget

The total amount of this Contract will not exceed **$1,500,000.00**. By executing this Contract, the Contractor agrees to the contracted budget amounts and rates for the Contract term, including the initial term, and any extensions that may be exercised. However, at HHSC's sole discretion, or by mutual agreement of the Parties as authorized under the Contract, the contract amount, budget amounts, or rates may be amended. All expenditures under the Contract will be in accordance with **Attachments A and B**, respectively.

Notwithstanding anything to the contrary in this Contract, nothing herein expresses or guarantees any volume, usage, or total compensation to be paid to the Contractor, or that HHSC will request or utilize any services under this Contract.

5. Contract Representatives

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

HHSC
Contract Manager HSCS
Health and Human Services Commission
701 West 51st Street, Mail Code MC619
Austin, TX 78751
hscsfacilitycontracts@hhs.texas.gov

Contractor
Aaron Flannery
CareerStaff Unlimited, LLC
6333 N. State Highway 161, Suite 100
Irving, TX 75038
(339) 223-7823
Aaron.flannery@careerstaff.com

6. Notice Requirements

6.1. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to HHSC's Contract Representative identified above.

6.2. Contractor shall send legal notices to HHSC at the address below and provide a copy to HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751-3411

6.3. Notices given by HHSC to Contractor may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.

6.4. Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.

6.5. Either Party may change its Contract Representative or legal notice contact by providing written notice to the other Party.

7. Contract Documents

In addition to this Signature Document, the documents listed below are incorporated by reference and made a part of this Contract for all purposes. Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity, or inconsistency between or among any documents, all HHSC documents take precedence over the Contractor's documents, if any, and the HHS Data Use Agreement or HHS Covered Entity Privacy, Security, and Breach Notification Terms takes precedence over all other Contract documents.

Attachment A Statement of Services Provided

Attachment B	**Payment for Services Provided**
Attachment C	**HHS Uniform Terms and Conditions – Vendor** (Version 3.3)
Attachment D	**HHS Additional Provisions**
Attachment E	**HHS Contract Affirmations** (Version 2.2)
Attachment F	**Data Use Agreement**
Attachment G	**List of State Facilities**
Attachment H	**Candidates for Consideration**

8. Signature Authority

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any services performed by the Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of the Contractor.

Health and Human Services Commission	**Contractor**
By: Scott M Schalchlin Digitally signed by Scott M Schalchlin Date: 2023 03.17 12:47 54 -05'00'	By:
Name: Scott Schalchlin	Name: Ryan Taylor
Title: Deputy Executive Commissioner	Title: Vice President of Operations
Date of Signature:	Date of Signature: 2/16/23

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Attachment A

Statement of Services to be Provided

1. Purpose

The purpose of this Contract is for Contractor to provide temporary nurses (Registered Nurses, Nurse Practitioners and Advance Practice Registered Nurses) for State Hospitals and State Supported Living Centers listed in Attachment G. Nurses will only be provided upon request from HHSC, and on an as-needed basis.

2. Definitions

Refer to Attachment C, Uniform Terms and Conditions (Version 3.3) for additional definitions. The following terms and conditions have the meanings assigned below, unless the context clearly indicates otherwise.

"Candidate" means a person who is submitted by a contractor for consideration for a temporary nursing position.

"**Facility**" means one of the State Hospitals or State Supported Living Centers identified in Attachment G.

"**HSCS**" means Health & Specialty Care Services, the division within HHSC that operates the State Supported Living Centers and State Hospitals.

"**Nursing Professional**" means a nurse provided to HHSC under this contract.

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

"State Operated Facilities" means the State Hospitals and State Supported Living Centers, collectively.

"The Joint Commission" means the organization that accredits and certifies health care organizations.

3. Contractor's Responsibilities

3.1. Description of Services/Specifications

To provide the services required under this Contract, the Contractor must ensure that its nurses(s):

3.1.1. Comply with all applicable federal and state laws, rules, regulations, standards, guidelines, and policies including, but not limited to, HHSC and the State Operated Facility's policies and procedures (e.g. immunization policies) in effect on the beginning date of this Contract, and any modifications, during the term of this Contract. Additionally, the Contractor must ensure that the nurse(s) adhere to the

Facility regulations, policies, and procedures, as well as to any requests from the Facility's Medical Director or his/her designee regarding personal and professional conduct;

3.1.2. Comply with the rules of the Texas Nursing Board;

3.1.3. Provide nursing services for individuals residing in Facilities listed in Attachment G;

3.1.4. Provide a usual and customary diagnostic, evaluation, and assessment of medical conditions, as are appropriate of a medical professional within the Nurse's specialty;

3.1.5. Report abuse, neglect, and exploitation pursuant to Texas Statute and Rules.

3.1.6. Complete and file, in a timely manner, any reports, records, or other documentation required by HHSC in providing nursing services, and in the format specified by the Facility.

3.1.7. Perform other duties as requested by the Facility's Medical Director or his/her designee including, but not limited to, supervision or guidance to the Facility's medical staff, actively participating and/or serving in a supporting role to meet HHSC's obligations for disaster response and/or efforts to ensure continuity of operations at the Facility. The Contractor's participation in the duties referenced within the proceeding sentence are voluntary but within the scope of this Contract, and may require a change or increase in hours for the service provided, or a change in location. Any such services provided under this subsection will be paid in accordance with **Section 2** of Attachment B to this Contract;

3.1.8. Provide written or electronic notification of any issue(s) that affect the nurse(s)'s ability to provide nursing services required under this Contract to the Facility's Medical Director or his/her designee with a copy to the designated HHSC Representative identified in **Section 5** of the Signature Document within 24 hours of the issue(s) arising or being discovered by the Contractor;

3.1.9. Attend all core training courses required by the HHSC Competency Training and Development Department (**CTD**). HHSC will provide the training at no cost to the Contractor or the nurse. All incidental expenses associated with attending a training course will be the Contractor or nurse's sole responsibility;

3.1.10. Attend HHSC Cyber Security training on an annual basis and provide a copy of the completion certificate to the designated HHSC Representative identified in **Section 5** of the Signature Document within 24 hours of completing said training.

3.1.11. Provide unbiased nursing services to patients and individuals seeking evaluation regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief, education, socioeconomic status, geographic location, weight or obesity, or disability, and in accordance with all medically accepted standards of care;

Additionally, Contractor must:

3.1.12. Provide a 24-hour contact number in case of emergencies. Contractor or his/her representative must be available at all times.

3.1.13. Review the lists of excluded individuals and entities maintained by the Office of the Inspector General of the United States Department of Health and Human Services and the Office of the Inspector General of the Texas Health and Human Services to ensure that none of the nurse(s) provided to HHSC under this Contract are excluded from the Medicare or Medicaid programs. The review must occur before the Contractor responds to a nursing request and at least once a month while a nurse is placed with HHSC.

3.1.14. Adopt and implement workplace guidelines similar to the HHSC guidelines concerning persons with AIDS/HIV as required by Texas Health and Safety Code section 85.113.

3.1.15. Maintain familiarity with and provide services in compliance with all applicable laws and regulations including, but not limited to, the following:

A. 42 U.S.C. Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Pub Law 111-5, Title XIII, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
B. 25 Tex. Admin. Code pt.1, ch. 417, subch. K (relating to Abuse, Neglect and Exploitation in State Facilities); and
C. HHS Acceptable Use Agreement.

3.1.16. Contractor understands that nursing professionals provided to the System Agency under the Contract may be determined to be joint employees of HHSC and the Contractor pursuant to the Fair Labor Standards Act ("FLSA"). Therefore, System Agency has an interest in ensuring the Contractor complies with FLSA paid overtime and minimum wage requirements for Nurse Professional furnished under the Contract.

To ensure these requirements have been met, Contractor shall furnish the System Agency annually with either:

i. A summary of payroll records, together with all supporting documentation, showing compliance with FLSA overtime and minimum wage requirements for all Nurse Professional provided to the System Agency by Contractor during the prior Contract year; or
ii. An independent audit of Contractor's prior Contract year payroll records for all Nurse Professional provided to the System Agency certifying Contractor paid those staffed individuals overtime and minimum wages in compliance with the FLSA. The independent auditor must be pre-approved by System Agency.

Contractor acknowledges and agrees it is solely responsible for all costs incurred in furnishing the foregoing required items.

4. Staffing Requests

4.1. When a Facility has a need for temporary nursing services, the Facility will notify Contractor via email with instructions on how to respond.

4.2. Contractor shall respond to the request by HHSC HSCS within the Facility's specified timeframe and include any applicable documents (e.g. profile, resume, Attachment H).

4.3. The Facility will select the candidate that best meets the Facility's needs.

4.4. Facilities may make a hiring selection at any time.

4.5. Facility will contact the Contractor who offered the selected candidate to arrange a start date.

4.6. No document other than this Contract will be signed by the Facility or HHSC HSCS.

4.7. Once a request is filled, the Facility will email a notice that the position has been filled.

5. Shifts, Timesheets, Overtime, and Holidays

5.1. Shifts

5.1.1. Shifts vary from Facility to Facility.

5.1.2. Nurses must be available for scheduled shifts and provide at least five days' notice for planned absences.

5.1.3. Facility work weeks are Sunday-Saturday.

5.1.4. Shifts may be scheduled as much as four weeks in advance or as little as two hours in advance.

5.1.5. If a shift is cancelled two or more hours before it starts, the Facility will not pay for the shift.

5.1.6. If a shift is cancelled less than two hours before it starts, Facility will pay for only two hours of work.

5.1.7. If a shift is cancelled after it begins, HHSC will pay for the actual hours worked.

5.2. Timesheet

5.2.1. Nurses will document hours worked on a Facility Timesheet by signing in and out on a daily basis.

5.2.2. Hours worked must be authorized and verified daily by the Facility nurse manager or Facility designee.

5.2.3. Timesheets will be signed weekly by the nurse and Facility nurse manager or designee.

5.2.4. A copy of the signed timesheet shall be submitted with the associated invoice.

5.3. Overtime

5.3.1. Facilities do not allow nurses to work more than 40 hours per week unless it is scheduled and approved in advance on an individual basis.

5.3.2. Contractor may not bill more than 1.5 times the hourly rate specified in the corresponding Attachment H for any hours worked over 40 within one work week.

5.3.3. A Facility may schedule additional hours with the Contractor in an emergency situation.

5.3.4. The Contractor must ensure that the scheduling of nurses prevents unapproved overtime.

5.3.5. Facilities will not be responsible for the extra costs or wages associated with unapproved overtime.

5.4. Holidays

If System Agency requests the Contractor provide a nurse, or the Contractor's duties require that it provide a nurse, on a holiday that state offices are closed pursuant to Tex. Gov't Code §§ 662.022 and 662.004, Contractor must fulfill this obligation and may charge a holiday rate of 1.5 times the rate established under this Contract.

Credentials, Experience, and Background Checks

5.5. In accordance with all applicable laws[1], and HHSC's policies and regulations, prior to beginning an assignment under this Contract, the Contractor must ensure that its nurses meet all of the following qualifications and experience:

A. Be currently licensed and registered to practice nursing by the Texas Nursing Board or a state that recognizes reciprocity through the Nurse Licensure Compact;

B. Advance Practice Registered Nurses (APRNs) must have graduated from. an Advance Practice Registered Nursing program, or an educational program approved by the Texas Board of Nursing or accredited by a national accrediting body recognized by the Board;

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[1] [1]Including, but not limited to, the following: Tex. Gov't Code §§ 411.1103 and 411.1144; Tex Health & Safety Code §§ 533.007 and 555.021; tit. 25 Tex. Admin. Code pt. 1, ch. 414, subch. K, § 414.504; and tit. 40 Tex. Admin. Code pt. 1, ch. 3, subch. B, § 3.201.

C. Nurse Practitioners must be a licensed and registered nurses holding advanced degrees of either a Master of Science in Nursing or Doctor of Nursing Practice.

D. Psychiatric RNs must be certified in mental health nursing by the American Nurses Credentialing Center and have met the requirement of 2 years of experience and 2,000 hours of direct work with psychiatric patients and/or behavioral health;

E. Must have at least one year experience working as a RN or APRN;

F. Must be at least 18 years of age;

G. Must not be excluded from providing services to persons on Medicare and Medicaid;

H. Must be able to use an electronic medical record;

I. Must have a current certification in cardiopulmonary resuscitation (CPR);

J. Special education, training, or certifications, if applicable;

K. Must successfully complete Contractor's competency requirements, if applicable;

L. Must successfully complete any required HHSC Health & Specialty Care competency requirements;

M. Provide evidence of employee misconduct registry check;

N. Provide a minimum of two current work references;

O. Provide all documentation required by The Joint Commission;

P. Provide United States Customs and Immigration Services form I-9 and documentation establishing identity and work authorization;

Q. Provide a curriculum vitae, resume, or work history;

R. Provide negative results of an annual tuberculosis test;

S. Must submit to and be able to pass criminal history and background checks, including fingerprint checks, and registry clearance checks. These checks will be conducted by the healthcare facility or by an independent company approved by the facility. No individual will be accepted for assignment who:

   1. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in the Tex. Health & Safety Code § 250.006(a);

2. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed Tex. Health & Safety Code § 250.006(b);

3. Has a criminal history record which indicates that the person is not qualified or suitable for work at the Facility in accordance with the HHSC's HR Policy Manual and Guidance Handbook;

4. Is listed as revoked in the Nurse Aide Registry;

5. Is listed as unemployable in the Employee Misconduct Registry; or

6. Has a confirmation of abuse or neglect in the Client Abuse and Neglect Reporting System (CANRS).

T. Comply with any other job requirements specified by the Facility.

5.5.1. Contractor shall maintain and make available for HHSC inspection a file which includes all documentation containing the above information for each professional or nurse for review by the Facilities.

5.5.2. The nurses(s) provided by the Contractor must maintain professional licenses or certifications needed to provide nursing services without any restrictions throughout the term of this Contract. Any complaints, investigations, restrictions, suspensions, or revocation by the Texas Nursing Board or other Texas entity applicable to the nursing profession, or federal agency must be reported by the Contractor to the Facility's Medical Director or his/her designee with a copy to the designated HHSC Representative identified in **Section 5** of the Signature Document within 24 hours of the issue(s) of official notice.

5.5.3. Prior to beginning an assignment, nurses must submit to and be able to pass drug screening and criminal history checks, including fingerprint checks, and registry clearance checks.

These background checks will be conducted in accordance with Tex. Gov't Code §§ 411.1103 and 411.1144; Tex. Health & Safety Code §§ 533.007 and 555.021; 25 Tex. Admin. Code pt. 1, ch. 414, subch. K, § 414.504; and 40 Tex. Admin. Code pt. 1, ch. 3, subch. B, § 3.201, together with all applicable System Agency policies and regulations. Please note this list is not intended to be exhaustive, and Nurse Professional may be subject to additional requirements. Background checks may be conducted by System Agency, the healthcare facility or by an independent company approved by System Agency or the healthcare facility. The Contractor shall not assign any individual to provide services under this Contract who:

i. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in Tex. Health & Safety Code § 250.006(a);
ii. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in Tex. Health & Safety Code § 250.006(b);
iii. Has a criminal history record which, under the System Agency's HR Policy Manual and Guidance Handbook or in the healthcare

facility's sole discretion, indicates that the individual is not qualified or suitable for the assignment;

iv. Has a license listed as revoked in the Texas Medical Board Healthcare Provider Database, if applicable;
v. Has a license listed as revoked in the Texas Board of Nursing License Verification Portal, if applicable;
vi. Is listed as revoked on the Nurse Aide Registry, if applicable;
vii. Is listed as revoked on the Medication Aide Registry, if applicable;
viii. Is listed as unemployable on the Employee Misconduct Registry;
ix. Has a confirmation of abuse, neglect, exploitation in the Client Abuse and Neglect Reporting System ("**CANRS**"); or
x. Is included on the HHS Office of Inspector General List of Excluded Individuals/Entities.

6. Insurance Requirement

The Contractor shall:

6.1.1. Carry director or officer liability insurance coverage in an amount not less than the value of the Contact that is sufficient to protest the interests of the state;

6.1.2. Carry worker's compensation insurance through a licensed insurance company;

6.1.3. Ensure all Nurse Professionals have professional liability insurance that covers their activities under the Contract;

6.1.4. Carry comprehensive general liability insurance with minimum bodily injury limits of $500,000 for each occurrence, and property damage limits of $500,000 for each occurrence to include premises-operations, broad form property damage, personal injury and contractual liability coverage; and

6.1.5. Agree to provide proof of insurance upon request by HHSC.

7. HHSC's Responsibilities

HHSC will provide the Contractor's Nurses:

7.1. Access to the Facility's Electronic Medical Record for appropriate medical record documentation in accordance with the HHSC and the Facility's Polices; and

7.2. Access and guidance for taking all HHSC-mandatory trainings required by the Contract that may be above and beyond those required to maintain a license.

8. Misconduct/Performance

8.1. The Contractor must refer allegations involving the clinical practice of a nurse to the Facility's medical or nursing director, as appropriate.

8.2. Contractor shall respond in writing to any contact by HHSC regarding issues of nurses provided by the Contractor. If the performance issue is not resolved to the satisfaction of HHSC, HHSC will send the Contractor a written request to replace the nurse. The Contractor shall replace the nurse as quickly as possible and will make a good faith attempt to have the replacement on site within 24 hours or less after the request. HHSC must approve any replacement nurse, but will not unreasonably withhold approval. The parties will work together when replacement personnel are required so services are not disrupted. At the Facility's discretion, the Facility may choose to seek a replacement from another Contractor.

8.3. The Contractor must correct all other performance issues reported to it within 48 business hours. If requested by HHSC, the Contractor will provide a written report detailing the performance issues and their resolution. The HHSC contract manager will discuss performance deficiencies with the Contractor and seek to achieve a resolution of the issues with the Contractor. The HHSC contract manager will report the following compliance issues to HHSC Procurement and Contracting Services (PCS) for resolution:

1. Failure to reach agreement on a corrective action;
2. Failure to perform in accordance with the corrective action plan;
3. Repeated violations of the Contract;
4. Repeated violations of the Contract corrective action plan

9. Goals, Outputs and Performance Measures

9.1. Goals: HHSC seeks to obtain the services of qualified Nurse Professionals to provide necessary and quality care for those individuals and patients served at the Facilities.

9.2. Outputs: After receiving requests from the Facilities, the Contractors will submit qualified Candidates to assist as needed in the nursing care provided at the Facilities.

9.3. Performance Measures: HHSC will monitor the Contractor's performance of the requirements in and compliance with the Contract's terms and conditions. All services under the Contract shall be provided at a quality level and in a manner consistent with industry standards, customs, and practices.

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Payment for Services Provided

1. Payment, Budget Amount and Rates

HHSC will pay the Contractor for the contracted services invoiced in accordance with the terms and conditions of this Contract. The total not-to-exceed amount of this shall not exceed the amount set forth in **Section 4** of the Signature Document, unless amended.

The Contractor is solely responsible for paying all expenses incurred in providing the services under this Contract. HHSC will not pay or reimburse for any per diem, travel, meals, hotel, equipment, phone calls, paper, reproductive services, office space, clothing, medical supplies, or other expenses related to the performance of the contracted services herein.

The ordering Facility will pay for services in accordance with the rate(s) submitted in Attachment H. Rates shall be all inclusive and no other charges are authorized.

2. Submittal of Invoices

The Contractor may only invoice HHSC for services performed that were requested, approved, provided, and accepted by HHSC, based on the authorized budget amounts or rates at the time of invoice submittal. Contractor shall submit invoices to HHSC for payment monthly by the twenty-fifth day of the month following the month within the Contract term in which services were provided.

To receive payment, the Contractor must submit a detailed invoice with supporting documentation. Invoices shall include a copy of the Facility approved timesheet and the corresponding Attachment H document(s) within the time frames established under the preceding paragraph in a secure, non-alterable digital format (.pdf is acceptable) via electronic mail directly to the ordering Facility's regional accounting office with a courtesy copy to the contract specialist. The regional accounting email address and designated contract specialist will be provided upon candidate selection. It is recommended the Contractor use the following naming convention for the subject line of invoice submission emails: using the following naming convention for the subject line of the email: "Invoice Submission. Contractor's Legal Name, HHSC Contract No., Invoice No., Invoice Amount, and Months Year." Alternative submission arrangements must be approved in writing by the designated HHSC Representative identified in **Section 5** of the Signature Document.

Each invoice must comply with standards set forth in Title 34, Texas Administrative Code, Part 1, Chapter 20, Subchapter F, Division 1, Rule §20.487 and include:

- Contractor's legal name;
- Contractor's Texas identification number or federal tax identification number;
- Contractor's address;
- Contractor's telephone number;
- Contractor's invoice number;
- State agency contract number;
- State agency purchase order number (if applicable);
- State agency and division name;

- Detailed description of services and/or goods provided;
- Date(s) of service;
- Hours and rates being billed that correspond to the amount of the invoice;
- The name and telephone number of a person designated by the Contractor to answer questions regarding the invoice; and
- Documentation supporting the services, and substantiating costs incurred for the invoice being submitted including, but not limited to, the record of time reviewed and approved by an authorized Facility representative with signature authority.

The final invoice shall be submitted by the Contractor within 90 calendar days following the termination date of this Contract.

3. Dispute of Invoices

Notwithstanding anything to the contrary in this Contract, HHSC may withhold payment of any charges that it disputes in good faith and may off-set amounts the Contractor owes HHSC or the State of Texas as credits against charges payable to the Contractor under this Contract.

4. Verification of Invoices

HHSC reserves the right to verify the details set forth in the Contractor's invoices, either before or after payment, by requesting any additional information HHSC deems necessary to support the invoiced amount. Any revisions deemed necessary to the invoices by HHSC will require the Contractor to resubmit the invoice.

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TEXAS
Health and Human Services

1.1 Definitions

As used in this

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"Attachment"
following the

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Contract

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"Federal Fiscal Year"

"GAAP" means Generally Accepted Accou

"GASB" means the Governmental Account

"Goods" means supplies, materials, or equi

"Health and Human Services Commission" r "HHSC"
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"Health and Human Services" or "HHS"
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"System Agency"
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"Third Party IP"

"Work"

"Work Order"

"Work Product"

1.2 Interpretive Provisions

2.1 Prompt Payment

2.2 Ancillary and Travel Expenses

2.3 No Quantity Guarantees

2.4 Taxes

3.1 Excess Obligations Prohibited

3.2 No Debt Against the State

3.3 Debt and Delinquencies

3.4 Refunds and Overpayments

4.1 Warranty

4.2 General Affirmations

4.3 Federal Assurances

4.4 Federal Certifications

5.1 Ownership of Work Product

5.2 Contractor's Pre-existing Works

[redacted]

5.3 Third Party IP

[redacted]

Third Party IP that may be incorporated in the Work Prod

5.4 Agreements With Employees and Subcontractors

[redacted]

5.5 Delivery Upon Termination or Expiration

[redacted]

5.6 Survival

5.7 System Agency Data

6.1 Use of State Property

[redacted]

6.2 Damage to Government Property

[redacted]

6.3 Property Rights upon Termination or Expiration of Contract

[redacted]

7.1 Work Orders

If the Contract is f

7.2 Proposals

[redacted]

7.3 Responsibility

[redacted]

7.4 Termination

[redacted]

8.1 Record Maintenance and Retention

8.2 Agency's Right to Audit

8.3 Response/Compliance with Audit or Inspection Findings

8.4 State Auditor's Right to Audit

8.5 Confidentiality

9.1 Contract Remedies

9.2 Termination for Convenience

9.3 Termination for Cause

Except as otherwise provide

9.4 Contractor Responsibility for System Agency's Termination Costs

10.1 General Indemnity

10.2 Intellectual Property

10.3 Additional Indemnity Provisions

[redacted]

11.1 Amendment

11.2 Insurance

[redacted]

11.3 Limitation on Authority

[redacted]

11.4 Legal Obligations

11.5 Change in Laws and Compliance with Laws

11.6 E-Verify Program

11.7 Permitting and Licensure

11.8 Subcontractors

11.9 Independent Contractor

[redacted]

11.10 Governing Law and Venue

[redacted]

11.11 Severability

If any provision

[redacted]

11.12 Survivability

[redacted]

11.13 Force Majeure

[redacted]

11.14 Dispute Resolution

11.15 No Implied Waiver of Provisions

11.16 Media Releases

11.17 No Marketing Activities

[redacted]

11.18 Prohibition on Non-compete Restrictions

11.19 Sovereign Immunity

[redacted]

11.20 Entire Contract and Modification

[redacted]

11.21 Counterparts

11.22 Civil Rights

[redacted]

11.23 Enterprise Information Management Standards

11.24 Disclosure of Litigation

11.25 No Third-Party Beneficiaries

11.26 Binding Effect

Attachment D

HHS Additional Provisions

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions – Vendor.

1. Notice of Criminal Activity and Disciplinary Actions

A. Contractor shall immediately report in writing to the designated HHSC designated Representative when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:

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

2. Notice of IRS or TWC Insolvency

Contractor shall notify in writing the designated HHSC designated Representative of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

3. Notice of a License Action

Contractor shall notify the designated HHSC designated Representative of any action impacting Contractor's license to provide services under this Contract within five 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. Date of the license action; and
   iv. License or case reference number.

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Attachment E

HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS
(Version 2.2, Effective May 2022)

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

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

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

2. **Complete and Accurate Information.** Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act.** Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

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

5. **Assignment.**

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions

assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

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

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

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

9. **Dealings with Public Servants.** Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

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

11. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. **Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. **Suspension and Debarment.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive

Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

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

15. **Foreign Terrorist Organizations.** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

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

18. **Franchise Tax Status.** Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

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

20. **Lobbying Prohibition.** Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

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

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

23. **Computer Equipment Recycling Program.** If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC

Chapter 328.

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

25. **Cybersecurity Training.**

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

26. **Restricted Employment for Certain State Personnel.** Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. **No Conflicts of Interest.**

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

28. **Fraud, Waste, and Abuse.** Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred

(including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

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

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: https://sao.fraud.texas.gov/

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

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

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

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

30. Legal and Regulatory Actions. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5)

business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. **No Felony Criminal Convictions.** Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

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

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

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

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

35. **Former Agency Employees – Certain Contracts.** If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. **Disclosure of Prior State Employment – Consulting Services.** If this Contract is for consulting services,

    A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby

certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

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

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility. Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216). Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports. Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. **Entities that Boycott Energy Companies.** In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. **Entities that Discriminate Against Firearm and Ammunition Industries.** In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

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

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

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

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

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

Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. **Critical Infrastructure Subcontracts.** For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

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

50. **Prohibition on Abortions.** Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

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

52. **False Statements.** Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to

all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. **Permits and License.** Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. **Equal Employment Opportunity.** Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHS CONTRACT AFFIRMATIONS

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

CareerStaff Unlimited, LLC

Legal Name of Contractor

CareerStaff Unlimited, LLC

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

	2/16/23
Signature of Authorized Representative	**Date Signed**
Ryan Taylor	Vice President of Operations
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	**Title of Authorized Representative**
6333 N. State Highway 161, Suite 100	Irving, TX 75038
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
972-812-3200	618-925-7699
Phone Number	**Fax Number**
aaron.flannery@careerstaff.com	848928670
Email Address	**DUNS Number**
76-0440764	17604407647
Federal Employer Identification Number	**Texas Identification Number (TIN)**
17604407647	0010070006
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
848928370	
SAM.gov Unique Entity Identifier (UEI)	