DEEP EAST TEXAS COUNCIL OF GOVERNMENTS

AREA AGENCY ON AGING

SUBRECIPIENT and/or DIRECT PURCHASE SERVICE CONTRACT

Tyler County, Texas, hereinafter referred to as Contractor, and the Deep East Texas Council of Governments – Area Agency on Aging (DETCOG-AAA) do hereby agree to provide services in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the DETCOG-AAA Nutrition and Support Services Program and the stated Scope of Services beginning October 1, 2026.

The DETCOG-AAA Nutrition Services Program is an integral part of a comprehensive and coordinated service delivery system to meet the nutritional needs of older individuals (60 years of age or older) and their caregivers. This contract provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC Access and Assistance guidelines.

The purpose of the of the system of Access and Assistance is to develop working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate service provider.

Authority to Contract

The authority on which this Contract is based derives from the Older Americans Act, as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's office of Budget and Planning; and all applicable Health and Human Services Commission (HHSC) rules as published in Title 40 Texas Administrative Code (TAC) 81, 83, and 85; and all state and local laws as pertains to this contract and its attachments.

Contract Term

This Contract will become effective October 1, 2026, and will expire on September 30, 2029, unless terminated earlier as provided within this contract.

Scope of Services

The Contractor agrees to provide Senior Center Operations and Congregate Meal services to eligible program participants. Contractor agrees to comply with all required assurances, licenses, certifications and rate setting documents.

Targeting

The DETCOG-AAA services are designed to identify program participants eligible for assistance under this Contract with special emphasis on:

(1) Older persons residing in rural areas;
(2) Older persons with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas);
(3) Older persons who have greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
(4) Older persons with severe disabilities;
(5) Older persons with limited English proficiency;
(6) Older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakes of such individuals; and
(7) Older persons at risk for institutional placement; and
(8) Older persons who are Native Americans located within the DETCOG-AAA planning and service area.

Funding Obligations

Contractor acknowledges the DETCOG-AAA's obligation for payment, in consideration of full and satisfactory performance of activities described in either the Statement of Work, Service Authorization and/or Purchase Order (whichever is most appropriate) issued in connection to this contract, is limited to monies received from the Administration of Community Living (ACL), the Texas Health and Human Services Commission (HHSC), the State of Texas and any other originating funding source.

DETCOG-AAA shall not be liable to Contractor for costs incurred or performance rendered unless such costs and performance are strictly in accordance with the terms of this Contract, including but not limited to, terms governing Contractor's promised performance and unit rates/or reimbursement capitations specified.

DETCOG-AAA shall not be liable to Contractor for any expenditures which are not allowable costs under 2 CFR, Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the DETCOG.

DETCOG-AAA shall not be liable to Contractor for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the HHSC rules, UGGMS, or this Contract

Compensation

DETCOG-AAA agrees to make payment to Contractor in the amounts and under the provisions set forth in Contractor's negotiated rate as outlined in the Statement of Work. Contractor agrees to accept such payments as full compensation for services performed

under this Contract. All payments shall be based on the satisfactory delivery of the service(s) outlined in the Statement of Work.

Payment Methodology

DETCOG-AAA has no duty to remit funds under the terms of this Contract for services provided on a reimbursement basis, as defined in Section 6, Compensation, of this Contract until the Contractor has provided the service and reported such provision in an Invoice for Reimbursement.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this Contract. This payment provision shall apply to final payment whether at completion of the Contract period or in the event of early contract termination.

Identification of High Risk

The DETCOG-AAA may identify a Contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B; 2 CFR Parat 200; and HHSC and/or DETCOG policies. DETCOG-AAA may inform Contractor of the identification as high risk in writing. DETCOG may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification of high risk may remain in effect until the DETCOG-AAA determines Contractor has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

Payment Suspension, Penalties, and Contract Termination

In the event monitoring/evaluation activities by the DETCOG-AAA or its agents disclose deficiencies in the operation of Contractor under provisions of this contract, the DETCOG-AAA shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties in accordance with 40 TAC 81.13.

The DETCOG-AAA or Contractor may elect to terminate this Contract upon ten-calendar day's written notice from the terminating party to the other party. Contractor, upon notification of termination, shall have the right to appeal such termination following procedures outlined in HHSC rules. This contract may also be terminated upon the occurrence of any of the following events;

- Discontinuance of funding to the DETCOG-AAA from HHSC, the Federal Government or the State of Texas;
- Failure of Contractor to comply with any or all of the terms and conditions of this contract any attachments thereto; or
- Mutual agreement between the DETCOG-AAA and Contractor.

In the event of termination Contractor shall submit final billings for units of service delivered pursuant to the Contract. Final billings will be submitted to the DETCOG-AAA

within 15 calendar days after the date of termination. The DETCOG-AAA shall reimburse those units of service delivered in accordance with the contract prior to termination.

DETCOG-AAA shall take remedial steps to resolve Contractor's non-compliance with the contract. Contractor agrees that its continued non-compliance or identification of unallowable or disallowable activities or actions or processes will result in sanctions or penalties or both in accordance with TAC 40 81.13.

- In the event monitoring or evaluation activities by the DETCOG-AAA or its agent disclose deficiencies in Contractor's performance supported under provision of this Contract, DETCOG-AAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training, or other actions based on the identified risk may be required of Contractor by the department. Continued non-compliance or identification of unallowable or disallowable activities or actions or processes will result in sanctions or penalties or both in accordance with 50 TAC 81.13.
- The DETCOG-AAA or Contractor may elect to terminate this Contract upon ten - calendar day's written notice from the terminating party to the other party. Contractor, upon notification of termination, shall have the right to appeal such termination following procedures outlined in HHSC rules.

Recapture of Payments

If Contractor has failed to comply with the terms of this Contract that govern the use of monies pursuant to this Contract, or if Contractor has received funds in excess of those actually earned, the DETCOG-AAA may take appropriate action including the recapture of payment and/or withholding of funds.

Debarment and Suspension

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs;

- Contractor certifies the Debarment and Suspension form to the best of the Contractor's knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.
- Contractor also agrees by signing and submitting the Debarment and Suspension form that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions in accordance with 45 CFR Prt 76.

Liability to Third Parties

DETCOG-AAA does not assume any liability to third persons, nor will the DETCOG-AAA reimburse Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract.

Contractor shall give the DETCOG-AAA or its representative immediate notice of any suit or action filed or prompt notice of any action of any claim against Contractor arising out of the performance of this contractor. For this section, "representative" is defined under 40 TAC 85.401(r).

Contractor shall immediately furnish to DETCOG-AAA copies of all pertinent papers received by Contractor in connection with any such suit, action or claim. DETCOG-AAA shall have the option to intervene in such actions to represent DETCOG-AAA's interest.

Match Requirements

Contractor must provide a minimum match for services to meet the requirements of the OAA. Match must be in accordance with Title 26 TAC sec. 213.153.

Program Income

Contractor must use all program income and participant contributions collected to promote eligible program outcomes. All program income and participant contributions collected and expended must be documented and managed according to Title 26 TAC, Chapter 213, Subchapter B.

Contractor must account for, and deposit program income received as contributions in accordance with the written policies and procedures established by DETCOG-AAA in accordance with HHSC rules.

Program income collected by Contractor must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

Contribution Policy

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

Deliverables

Contractor shall submit all required deliverables in accordance with the instructions, report due dates and templates as required by DETCOG-AAA.

Disaster and Emergency Management

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

Contractor's coordination of disaster and emergency efforts and continuity of services to program participants must be aligned with the disaster plan information provided in the AAA Policies and Procedures Manual.

Force Majeure

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the terms of any obligations or duty placed on such party be reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, pandemic, order of court, judge, or civil authority, and act of God, or any cause reasonably beyond the party's control and not attributable to it neglect, that in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

Contract Notices

Any notice required to be given pursuant to the provisions of this Contract shall be sent by certified mail, postage prepaid, to the addresses of the parties hereto as set out below until due notice has been given of a change of address.

For the DETCOG-AAA

Donna Sprouse – Director
Area Agency on Aging
1405 Kurth Drive
Lufkin, Texas 75904

For Contractor

Horace Davis
Apple Springs Senior Citizens, Inc.
P O Box 37
Apple Springs, Texas 75926

Right to Appeal

Any applicant to provide services whose application is denied or whose Contract is terminated or not removed (except as provided in 2 CFR Part 200) has a right to appeal such actions. The applicant shall give notice of appeal to the DETCOG-AAA within ten (10) calendar days after it receives the DETCOG-AAA's action letter. Appeals Procedures adopted by the DETCOG-AAA and codified in 40 TAC 81.15 will be used as the appeals process.

Independent Contractor

In performance of obligations under this Contract, Contractor shall act as an independent Contractor and not as an agent, representative or employee of the DETCOG. No employee, agent or representative of Contractor shall be considered an employe of DETCOG nor be eligible for any benefits, rights or privileges afforded to DETCOG employees.

Both parties agree that the DETCOG-AAA shall not be liable for any costs incurred by Contractor except to the extent provided in this contract. When 45 CFT, or its appendices, provides that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the DETCOG-AAA is obtained prior to the expenditure.

Oral and Written Agreement

All oral or written agreements made prior to this Contract have been reduced to writing and are contained herein by the execution of this Contract including any proposals submitted by Contractor.

Severability

The invalidity or unenforceable of any provision of this Contract will not affect the validity or enforceability of any other provision of thi Contract.

Dispute Resolution

Contractor agrees to:

- The dispute resolution process provided for in Chapter 2260 of the government Code should be used as further described by the Parties to attempt to resolve any claim for breach of contract made by Contractor
- A Contractor's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to the Executive Director, Deep East Texas Council of Governments. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to the Director, Area Agency on Aging and the DETCOG's General Counsel, and any other person or entity otherwise entitled to notice under the Parties' Contract.
- The submission, process and resolution of Contractor's claim is governed by the published rules adopted by the DETCOG pursuant to Government Code, Chapter 2260, as currently effective, herein enacted or subsequently amended.
- Neither the occurrence of any event nor the dependency of a claim constitutes grounds for suspension of performance by Contractor, in whole or in part, or in suspension of payment for those services in accordance with the contract and as allowed by law.

Application of Law and Venue

This Contract is governed by and shall be construed in accordance with the laws of the State of Texas. Venue for suit of any kind shall be filed in a court of competent jurisdiction in Angelina County, Texas.

Acceptance of Contract

The parties acknowledge that their respective representatives have read this Contract and understand its terms. The Parties further acknowledge that the representatives below are authorized to sign and agree to this Contract on behalf of their respective Party.

Deep East Texas Council of Governments	**Tyler County, Texas**
_____	_____
Authorized by: Lonnie Hunt Executive Director	Authorized by: Hon. Milton Powers Tyler County Judge
_____	_____
Date	Date

STATEMENT OF WORK

Overview

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

- Information, referral and assistance
- Legal assistance
- Care Coordination;
- Caregiver support Services
- In-home support services
- Nutrition services; and
- Long-Term care Ombudsman Program

Target Population

Contractor must, in accordance with Section 306((a)(4)(B)(i) and (a)(6)(G) of the Older Americans Act of 1965 (OAA) and its subsequent amendments, assure the Deep East Texas Council of Governments-Area Agency on Aging that it will use outreach efforts to identify persons who are eligible for assistance under this Contract, with special emphasis on:

- Older people residing in rural areas;
- Older people with greatest economic need, with particular attention to low-income minority and older people living in rural areas;
- Older people who have greatest social needs with particular attention to low-income minority people residing in rural areas;
- Older people with severe disabilities;
- Older people with limited English proficiency;
- Older people with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such people;
- Older people who are at risk for institutional placement; and
- Older people who are Native Americans located within the Contractor's service area.

Infrastructure

Contractor must ensure that it maintains an organized and efficient system of administration that demonstrates accountability and compliance with state and federal law and with all terms and conditions of this Contract.

Data System

Contractor shall:

- Adequately track, maintain, and protect client services information
- Have the capacity to produce the program performance and financial information to reflect the operation and status of the organization and is conducting regular data assessment and analysis to determine the Contractor is meeting performance benchmarks and to complete the required performance reports;
- Have adequate electronic back-up systems, schedules, and procedures, as well as virus protection software that is continually updated to prevent loss or corruption of system data.

Fiscal Management

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

- The systems must be appropriate to the size of the organization;
- The accounting system must consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports;
- The accounting system must be capable of producing expenditure reports, budget formats and automated reports as required by, and without additional support from, the DETCOG-AAA;
- The accounting and internal control system must safeguard Contractor's assets, produce accurate accounting data, promote efficient operations, and encourage adherence to prescribed accounting policies and procedures; and
- The accounting and internal control systems must involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, checks, and other security measures.

Provision of Services

Contractor will provide services and activities necessary to comply with all applicable federal and state laws, rules, regulations, and requirements, as those laws, rules, regulations, and requirements, currently exist and as amended throughout the term of the Contract.

Contractor will provide services using a person-centered approach that promotes individual choice and self-determination.

Contractor will provide all services in a culturally, linguistically, and developmentally appropriate manner for eligible persons, family members, and caregivers.

Cultural Competence

Contractor will develop and maintain current policies and procedures that are designed to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner.

Contractor will provide cultural competency training to all staff and volunteers to ensure that service delivery and information gathering are conducted in a respectful, non-threatening, and culturally competent manner. All employee and volunteer training must be documented, and the documentation must be maintained on file and available for review by the Area Agency on Aging upon request

Contractor will provide all services in a culturally, linguistically, and developmentally appropriate manner for persons, family and caregivers.

Match Requirements

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

All match contributions must be expended for goods and services necessary for and specifically identifiable in the approved Rate Setting Workbook.

Program Income

Contractor will use all program income and participant contributions collected to promote eligible program outcomes. All program income and participant contributions collected and expended must be documented and reported to the AAA.

Contractor will account for and deposit program income received a contributions in accordance with HHSC rules.

Program income collected by Contractor must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

Contribution Policy

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

Invoicing

Contractor will submit invoices to AAA in accordance with the templates provided by the AAA no later than 45 days after the service has been provided.

Disaster and Emergency Management

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

Contractor will notify the AAA Director within 24 hours of any disaster or emergency efforts of plans for continuity of services to program participants, including the closure of facilities as a result of any disaster or emergency.

CONTRACTOR PLANNED SERVICES FISCAL ALLOCATION:

Congregate Meals **		Senior Center Operation	
- Units of Service	6,060	Units of Service	12
- Unit Rate	$9.15	Unit Rate	$975.00
- Funding Allocation	$55,449.00	Funding Allocation	$11,700.00

** These figures are based on projected allocations from HHSC. As additional funds for these services are received a Contract Amendment for additional funds and units will be issued.

Contractor acknowledges the DETCOG-AAA's obligation for payment, in consideration of full and satisfactory performance of activities described in either the Statement of Work, Service Authorization and/or Purchase Order (whichever is most appropriate) issued in connection to this contract, is limited to monies received from the Administration of Community Living (ACL), the Texas Health and Human Services Commission (HHSC), the State of Texas and any other originating funding source.

Deep East Texas Council of Governments

_____

Authorized by:
Lonnie Hunt
Executive Director

_____

Date

Tyler County, Texas

_____

Authorized by:
Hon. Milton Powers
Tyler County Judge

_____

Date

ATTACHMENT A
HHSC SPECIAL CONDITIONS APPLICABLE TO CONTRACTORS AND SUBRECIPIENTS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions.

Article I. Special Definitions

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

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subrecipients or Contractors, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly : (1) impairs or diminishes the Grantee's, or Subrecipients and Contractors' ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subrecipients and Contractors an unfair competitive advantage in future HHSC procurements.

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

"Grantee Agents" means Grantee's Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

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

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 2.04 of these Special Conditions.

"Passthrough Entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

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

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs, provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

'Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity.. It does no include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

"Contractor" means a purveyor of goods or services engaged by Grantee to provide goods, services, or both through a procurement relationship generally available to any purchase for a state price.

"Subrecipient" means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program. Contractor is a "subrecipient" for the purpose of this Contract.

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

"UTC" means the HHS Uniform Terms and Conditions (Grant Version).

Article II. Grantees Personnel, Subrecipients and Contractors

Section 2.01 Contracts with Subrecipients and Contractors

Grantee shall comply with the following in all contracts with Subrecipients and Contractors:

- Grantee may enter into contracts with Subrecipients and Contractors unless restricted or otherwise prohibited in this Contract.

- Grantee shall establish written policies and procedures for competitive procurement and monitoring of contractors and subrecipients and shall produce a monitoring plan contractors and subrecipients.
- Grantee shall monitor Subrecipients and Contractors for both financial and programmatic performance in accordance with the terms and conditions of this Contract and maintain pertinent records.
- Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.
- Grantee shall ensure that Subrecipients and Contractors are fully aware of the requirements placed upon them by state and federal statutes, rules and regulations and by the provisions of this Contract.
- Grantee shall ensure that all contracts with contractors and subrecipients are in writing and include the following:
    - Name and address of all parties and the Subrecipients or Contractors' Vendor Identification Number (VIN) or Employee Identification Number (EIN);
    - Detailed description of the services to be provided;
    - Measurable method and rate of payment and total not-to-exceed amount of the contract;
    - Clearly defined and executable termination clause; and
    - Beginning and ending dates that coincide with the dates of the Contract.
- Grantee shall ensure and be responsible for the performance of the Subrecipients and Contractors(s).
- Grantee shall not contract with a Subrecipients and Contractors, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the Subrecipients and Contractors would be otherwise ineligible to abide ty the terms of this Contract.

Section 2.02 Status of Subrecipients and Contractors

Grantee shall require all Subrecipients and Contractors to certify that they:

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

Section 2.03 Incorporation of Terms in Contracts with Subrecipients and Contractors

- DETCOG-AAA shall include in all its contracts with Subrecipients and Contractors and solicitations for Subrecipients and Contractors, without modification (except as required to make applicable to the contract with the Subrecipients and Contractors), the following :
    - Statement of Work
    - Uniform Terms and Conditions
    - Supplemental and Special Conditions
    - Federal Assurances and Certifications
    - Non-Exclusive List of Applicable Laws
    - A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG) and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the Subrecipients and Contractors.

- Grantee will ensure that all written agreements with Subrecipients and Contractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a Subrecipients and Contractors are passed down to that Subrecipients and Contractors.

- No provision of this Contract creates privity of contract between the System Agency and any Subrecipients and Contractors of DETCOG-AAA.

Article III Confidentiality

Section 3.01 Confidential System Information

- HHSC prohibits the unauthorized disclosure of Confidential System Information. Grantee and all Grantee Agents will not disclose or use any Confidential System Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Confidential System Information. Any disclosure or transfer of Confidential System Information by Grantee, including as requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Confidential System Information, Grantee will immediately notify HHSC of the request and make reasonable efforts to protect the Confidential System Information from disclosures until further instructed by the HHSC
- Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Confidential Information System by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details

of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential System Information.

- HHSC wll have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect Confidential System Information as required by this section.

Article IV. Miscellaneous Provisions

Section 4.01 Minor Administrative Changes

HHSC's designed, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term.

Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Unilateral Amendment

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

- Comply with a court order or judgement;
- Incorporate new or revised federal or state aws, regulations, rules or policies;
- Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;
- Correct the name, mailing address, or contact information for persons named in the Contract;
- Update service descriptions or rates (if applicable);
- Revise budget category or service type funding amounts without increasing or decreasing the contract funding amount; or
- Chage the state fiscal year funding amount, based on utilization of funds or availability of funds.

Section 4.03 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee and Grantee Agents have no interest and will not acquire

any direct or indirect interest that would conflict in any manner or degree with their performance under the Contact. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contractor Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of othe Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement for further action.

Section 4.04 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all contracts for Subrecipients and Contractors based on the scope and magnitude of work to be performed by such Subrecipients and Contractors. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

ATTACHMENT B

HEALTH AND HUMAN SERVICES -ATTACHMENT D

CONTRACT AFFIRMATIONS

ATTACHMENT C

HEALTH AND HUMAN SERVICES – ATTACHMENT I

ASSURANCES – NON-CONSTRUCTION PROGRAMS

ATTACHMENT D

HEALTH AND HUMAN SERVICES – ATTACMENT J-1

Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

TEXAS
Health and Human Services

Health and Human Services Commission
Special Conditions (Revised August 2026)
(Governmental Entity)

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions.

Article I. Special Definitions

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

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subrecipients and Contractors, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subrecipients and Contractors' ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subrecipients and Contractors an unfair competitive advantage in future HHSC procurements.

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

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

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

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 2.04 of these Special Conditions.

"Passthrough Entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

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

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the

administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

"Contractor" means a purveyor of goods or services engaged by Grantee to provide goods, services, or both through a procurement relationship generally available to any purchase for a stated price.

"Subrecipient" means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program. Grantee is a "subrecipient" for the purpose of this Contract.

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

"UTC" means the HHS Uniform Terms and Conditions (Grant Version).

Article II. Grantees Personnel, Subrecipients and Contractors

Section 2.01 Contracts with Subrecipients and Contractors

Grantee shall comply with the following in all contracts with Subrecipients and Contractors:

a. Grantee may enter into contracts with Subrecipients and Contractors unless restricted or otherwise prohibited in this Contract.

b. Grantee shall establish written policies and procedures for competitive procurement and monitoring of contractors and subrecipients and shall produce a monitoring plan contractors and subrecipients.

c. Grantee shall monitor Subrecipients and Contractors for both financial and programmatic performance in accordance with the terms and conditions of this Contract and maintain pertinent records.

d. Grantee shall submit quarterly monitoring reports to the System Agency in a format determined by the System Agency.

e. Grantee shall ensure that Subrecipients and Contractors are fully aware of the requirements placed upon them by state and federal statutes, rules, and regulations and by the provisions of this Contract.

f. Grantee shall ensure that all contracts with contractors and subrecipients are in writing and include the following:

1. Name and address of all parties and the Subrecipients or Contractors' Vendor Identification Number (VIN) or Employee Identification Number (EIN);
2. Detailed description of the services to be provided;
3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
4. Clearly defined and executable termination clause; and
5. Beginning and ending dates that coincide with the dates of the Contract.

g. Grantee shall ensure and be responsible for the performance of the Subrecipients and Contractors(s).

h. Grantee shall not contract with a Subrecipients and Contractors, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the Subrecipients and Contractors would be otherwise ineligible to abide by the terms of this Contract.

Section 2.02 Status of Subrecipients and Contractors

Grantee shall require all Subrecipients and Contractors to certify that they:

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

Section 2.03 Incorporation of Terms in Contracts with Subrecipients and Contractors

a. Grantee shall include in all its contracts with Subrecipients and Contractors and solicitations for Subrecipients and Contractors, without modification (except as required to make applicable to the contract with the Subrecipients and Contractors), the following:

1. Statement of Work
2. Uniform Terms and Conditions
3. Supplemental and Special Conditions
4. Federal Assurances and Certifications
5. Non-Exclusive List of Applicable Laws
6. A provision granting to the System Agency, State Auditor's Office (SAO), Office of Inspector General (OIG), and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the Subrecipients and Contractors.

b. Grantee will ensure that all written agreements with Subrecipients and Contractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a Subrecipients and Contractors are passed down to that Subrecipients and Contractors.

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

Article III Confidentiality

Section 3.01 Confidential System Information

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

b. Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Confidential System Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential System Information.

c. HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect Confidential System Information as required by this section.

Article IV. Miscellaneous Provisions

Section 4.01 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term.
Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 Unilateral Amendment

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

a. Comply with a court order or judgment;

b. Incorporate new or revised federal or state laws, regulations, rules or policies;

c. Correct an obvious clerical error in this Contract;

d. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;

e. Correct the name, mailing address, or contact information for persons named in the Contract;

f. Update service descriptions or rates (if applicable);

g. Revise budget category or service type funding amounts without increasing or decreasing the contract funding amount; or

h. Change the state fiscal year funding amount, based on utilization of funds or availability of funds.

Section 4.03 Conflicts of Interest

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee and Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate

with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.
If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.04 Flow Down Provisions

Grantee must include any applicable provisions of the Contract in all contracts for Subrecipients and Contractors based on the scope and magnitude of work to be performed by such Subrecipients and Contractors. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

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HEALTH AND HUMAN SERVICES
Contract Number HHS001603100010

Attachment D CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors 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 2063.104 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 2063.104.

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services.

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

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

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

37. Abortion Funding Limitation

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

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

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(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 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. **Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.**

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. **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.

41. **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.

42. **Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 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 2276.002 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. 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.

44. 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.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

Pursuant to Texas Government Code, Section 2063.408, 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.

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 2275.0102(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 2275.0102, 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 2275.0103 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 117.002 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 117.001 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 117.001 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. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

(1) a member of the state legislature or person employed to support the state legislature in any capacity;

(2) a family member of a person described by (1);

(3) a state agency employee; or

(4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Government Code, Section 2261.302.

54. 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.

55. 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.

56. 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.

57. Equal Employment Opportunity

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

58. 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).

59. 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

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

Legal Name of Contractor

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

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

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

Attachment I

OMB Number: 4040-0007
Expiration Date: 07/31/2028

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

TEXAS Health and Human Services

Attachment J-1

Form 8040-A
August 2022-E

Federal Funding Accountability and Transparency Act (FFATA)

Certification Form

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. laws. The signer further agrees that they will provide immediate written notice to HHSC if at any time they learn that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **Note**: If the signer cannot certify all of the statements contained in this section, they **must provide written notice** to HHSC detailing which of the below statements they cannot certify and why.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

◯ Yes – Skip questions A, B and C and continue to section D. ◯ No – Answer questions A and B.

A. Certification Regarding Percent of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

◯ Yes ◯ No – Skip question C.

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

◯ Yes ◯ No – Skip question C.

If your answer is **Yes** to both questions A and B, you must answer question C.

If your answer is **No** to either question A or B, skip question C and continue to section D.

C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

◯ Yes ◯ No – Provide the names and total compensation of the top five highly compensated officers/senior executives.

Name of Officer or Senior Executive	Total Compensation
1.	
2.	
3.	
4.	
5.	

D. Signatures

As the duly authorized representative (signer) of the contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature of Authorized Representative **Date**

Printed Name of Authorized Representative	Title of Authorized Representative
Legal Name of Contractor	Unique Entity Identifier
Applicable HHSC Contract No.(s):	

Standardized Cost Sheet for Nutrition Programs

Provi
Fis

Instructions:

1. Enter the budgeted revenue for Congregate meals in column E and the budgeted revenue for Home Delivered meals in column G for each fund source.
2. Enter the expenses for each category for Congregate meal in column E and expenses for Home Delivered meal in column G.
3. Select the cost type in Column D for each expense line item.
4. Enter the projected number of Congregate meals to be served in cell C113.
5. Enter the projected number of Home Delivered meals to be served in cell C114.
6. Enter the negotiated rate per meal for Congregate meals in cell G116.
7. Enter the negotiated rate per meal for Home Delivered meals in cell G117.

REVENUE

		Congregate Meal	Home Delivered Meal	Other Non Meal Cos
Older Americans Act Funds	Title III-C1 Congregate Nutrition (DETCOG)	$ 82,000.00	$ -	$
	Title III-C2 Home Delivered Meals (DETCOG)		$ -	$
	Nutrition Services Incentive Program			$
State Funds	State General Revenue (DADS)		$ -	$
	Other State Funds (Specify): TDA????		$ -	$
Other Funding Sources	Local Match (Cash)	$ 88,993.00		$
	Local Match (Third-Party In-Kind)			$
	Program Income (Participant Contributions)	$ 42,000.00	$ -	$
	Donations (United Way)	$ -		$
	Other (Specify): Lease income and beginning balance	$ 48,210.00		$
	Other (Specify): hall rental and interest on investments	$ 8,000.00		$
	Total Revenue	**$ 269,203.00**	**$ -**	**$**
	Total Revenue (Congregate & Home Delivered)	**$**	**269,203.00**	

EXPENSES

		Total Cost	Cost Type	Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost	Other Non Meal Costs	Percentage
Personnel and Labor Cost (Including Fringe Benefits)	Kitchen/Nutrition Managers	$ 58,211.50	Direct Meal Cost	$ 40,748.05	70%	$ -	0%	$ 17,463.45	30%
	Cooks	$ 58,211.50	Direct Meal Cost	$ 40,748.05	70%		0%	$ 17,463.45	30%
	Meal Driver	$ -			0%	$ -	0%		0%
	Kitchen Aides/ Food Service Workers	$ 33,984.00	Direct Meal Cost	$ 13,593.60	40%		0%	$ 20,390.40	60%
	Custodial	$ -		$ -	0%	$ -	0%	$ -	0%
	Other Kitchen Workers	$ -			0%		0%		0%
	Maintenance or Repair Staff	$ -			0%		0%		0%
	Program Coordinators	$ -			0%		0%		0%
	Program Dietitian/ Nutritionist	$ -			0%		0%		0%
	Outreach/ Volunteer Coordinators	$ -			0%		0%		0%
	Office Support Staff	$ -		$ -	0%	$ -	0%	$ -	0%
	Bookkeeper/ Business Manager	$ -			0%		0%		0%

	Site Managers	$ -		$ -	0%		0%		0%
	Center Director	$ -		$ -	0%	$ -	0%	$ -	0%
	Volunteer Stipends, etc.	$ -			0%		0%		0%
	Volunteer Recognition	$ -			0%		0%		0%
	Other (specify) Training Education	$ 3,630.00	Management & Support	$ -	0%	$ -	0%	$ 3,630.00	100%
Travel	Mileage Reimbursement	$ 300.00	Management & Support	$ -	0%	$ -	0%	$ 300.00	100%
	Delivery Cost	$ -			0%		0%		0%
	Gas & Oil	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (Specify):	$ -			0%		0%		0%
Vehicle Cost	Repairs				0%	$ -	0%		0%
	Insurance				0%	$ -	0%	$ -	0%
	Depreciation/Lease	$ -		$ -	0%	$ -	0%	$ -	0%
	Interest	$ -		$ -	0%	$ -	0%	$ -	0%
	Tags & Licenses	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (Specify): Bouncie - driver tracking	$ -			0%		0%	$ -	0%
Supplies	Disposable/Paper Goods	$ 1,375.00	Management & Support	$ 687.50	50%	$ -	0%	$ 687.50	50%
	Linens/Uniforms	$ 400.00	Management & Support	$ 200.00	50%	$ -	0%	$ 200.00	50%
	Kitchen Supplies	$ -		$ -	0%	$ -	0%	$ -	0%
	Cleaning Supplies	$ 900.00	Management & Support	$ 450.00	50%	$ -	0%	$ 450.00	50%
	Office Supplies	$ 500.00	Management & Support	$ -	0%	$ -	0%	$ 500.00	100%
	Printing/Publications	$ 1,250.00	Management & Support	$ -	0%	$ -	0%	$ 1,250.00	100%
	Books/Subscriptions	$ -		$ -	0%	$ -	0%	$ -	0%
	Postage	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (specify)	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (specify)	$ -		$ -	0%	$ -	0%	$ -	0%
Food Cost	Purchased Meal Costs (catered operation)	$ -		$ -	0%	$ -	0%	$ -	0%
	Raw Food Costs (cooking operation)	$ 45,575.00	Direct Meal Cost	$ 45,575.00	100%	$ -	0%	$ -	0%
	Freight/Shipping	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (specify)	$ -		$ -	0%	$ -	0%	$ -	0%
Facility & Utilities	Rent/Lease	$ -		$ -	0%	$ -	0%	$ -	0%
	Depreciation	$ -		$ -	0%	$ -	0%	$ -	0%
	Real Estate Taxes	$ -		$ -	0%	$ -	0%	$ -	0%
	Utilities	$ 29,726.00	Management & Support	$ 10,404.10	35%	$ -	0%	$ 19,321.90	65%
	Construction	$ -		$ -	0%	$ -	0%	$ -	0%
	Renovation	$ -		$ -	0%	$ -	0%	$ -	0%
	Security	$ -		$ -	0%	$ -	0%	$ -	0%
	Pest Control	$ 375.00	Management & Support	$ 187.50	50%	$ -	0%	$ 187.50	50%
	Building Maintenance	$ 22,765.00	Management & Support	$ 6,829.50	30%	$ -	0%	$ 15,935.50	70%
	Other (specify)	$ -		$ -	0%	$ -	0%	$ -	0%
Communications	Phone/Fax	$ -		$ -	0%	$ -	0%	$ -	0%

	Internet/Email	$ -		$ -	0%	$ -	0%	$ -	0%
	Marketing/ Promotion	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (Specify):	$ -		$ -	0%	$ -	0%	$ -	0%
Equipment (Non-Vehicle)	Capital Equipment Purchases	$ 10,000.00	Management & Support	$ -	0%		0%	$ 10,000.00	100%
	Repairs/Maintenance				0%	$ -	0%	$ -	0%
	Rent/Lease of Equipment	$ -		$ -	0%	$ -	0%	$ -	0%
	Depreciation (non-vehicle)	$ -		$ -	0%	$ -	0%	$ -	0%
	Smallwares	$ -		$ -	0%	$ -	0%	$ -	0%
	Computers/ Hardware	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (Specify):	$ -			0%		0%		0%
Other Operating Costs	Licenses/Permits	$ -		$ -	0%	$ -	0%	$ -	0%
	Insurance (non-vehicle)	$ 500.00	Management & Support	$ -	0%	$ -	0%	$ 500.00	100%
	Taxes	$ -		$ -	0%	$ -	0%	$ -	0%
	Audit	$ -		$ -	0%	$ -	0%	$ -	0%
	Accounting	$ -		$ -	0%	$ -	0%	$ -	0%
	Indirect Costs Paid	$ -		$ -	0%	$ -	0%	$ -	0%
	Computer Software	$ -		$ -	0%	$ -	0%	$ -	0%
	Other (Specify): Senior Activities	$ 1,500.00	Management & Support	$ -	0%	$ -	0%	$ 1,500.00	100%
	Other (Specify):	$ -		$ -	0%	$ -	0%	$ -	0%

SUMMARY DATA

Total Cost Per Category	Total		Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost	Other Non Meal Costs	Percentage
Personnel & Labor	$ 154,037.00		$ 95,089.70	62%	$ -	0%	$ 58,947.30	3
Travel	$ 300.00		$ -	0%	$ -	0%	$ 300.00	1
Vehicle Cost	$ -		$ -	0%	$ -	0%	$ -	
Supplies	$ 4,425.00		$ 1,337.50	30%	$ -	0%	$ 3,087.50	7
Food Cost	$ 45,575.00		$ 45,575.00	100%	$ -	0%	$ -	
Facility & Utilities	$ 52,866.00		$ 17,421.10	33%	$ -	0%	$ 35,444.90	6
Communications	$ -		$ -	0%	$ -	0%	$ -	
Equipment (Non-Vehicle)	$ 10,000.00		$ -	0%	$ -	0%	$ 10,000.00	1
Other Operating Cost	$ 2,000.00		$ -	0%	$ -	0%	$ 2,000.00	1
Total Project Cost	$ 269,203.00		$ 159,423.30	59%	$ -	0%	$ 109,779.70	4

	Total	Congregate	Percentage of Total Cost	Home Delivered	Percentage of Total Cost	Other Non Meal Costs	Percentage
Total Direct Meal Cost	$ 195,982.00	$ 140,664.70	72%	$ -	0%	$ 55,317.30	2

Total Management & Support Cost	$ 73,221.00	$ 18,758.60	26%	$ -	0%	$ 54,462.40	
Total # of Congregate Meals to be Served	12534						
Total # of Home Delivered meals to be Served	0						
Total Number of Meals (Congregate & Home Delivered)	12534						
Cost Per Meal (Congregate Meal)	$ 12.72	**Negotiated Cost Per Meal (Congregate Meal)**		**$ 9.15**			
Cost Per Meal (Home Delivered Meal)	#DIV/0!	**Negotiated Cost Per Meal (Home Delivered Meal)**					