

AGENDA

2-1-1 Texas Advisory Council
Friday, September 4, 2015 – 10:30a.m.

A. Call to Order & Declaration of a Quorum

B. Invocation and Pledges

C. Welcome Guests

D. Approval of Minutes: Minutes for Friday, June 5, 2015 – **page 2**

E. Program Manager's Report

Energy Services Presentation – Brenda Smith, Energy Services Program Manager

2-1-1 Texas Program Update – Judy Fullylove, 2-1-1 Program Manager

F. Consent

All items on Consent Agenda are considered to be routine by the Texoma Area Information Center and will be enacted with one motion. There will not be separate discussion of these items unless a member of the advisory council or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

2-1-1 FY16 Contract – **page 3**

G. Action

Approve Advisory Council Meeting Dates for calendar year 2016

Friday, March 4, 2016

Friday, June 3, 2016

Thursday, September 1, 2016

Friday, December 2, 2016

H. President's Report

1. Community Announcements
2. 2015 Council Meeting Dates

Friday, December 4, 2015

I. Adjourn

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Judy Fullylove at 903-813-3549 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda is posted at www.tcog.com/211 as well as the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerks offices in Cooke, Fannin, and Grayson Counties, Texas Monday, August 24, 2015.

Texoma Area Information Center
Advisory Council Minutes
Texoma Council of Governments, Eisenhower Room
Friday, June 5, 2015

Members present: Cheryl Brandon, Kelly Fiore-Watson, Tammy Johnson ,Kathi Kirby, Michael Ribble, Betty Kay Schlesinger, Harold Wright and Guests: Nadine Creswell, and Justin Silk From 211: Judy Fullylove and Mary Browning-Alquist

- A. The meeting was called to order by Kathi Kirby at 10:31 am.
- B. The pledges were said by all present and the invocation was given by Kathi Kirby.
- C. Guests from United Way Cooke County were acknowledged and welcomed.
- D. The minutes from the March 27, 2015 meeting were presented and approved by Betty Kay Schlesinger, 2nd by Harold Wright.

E. PROGRAM MANGER'S REPORT:

- Judy Fullylove reported on 211 operations which included call totals from March to May 2015: 10,727 statewide, local totals as follows: Cooke 393, Fannin 320, Grayson 2055 a total of 2768 calls.
- Top needs, trends, outreach and marketing.
- Staff trainings.
- Announcements: T-cog is raising money to provide furnishings for Veterans that receiving housing benefits. T-shirts are available for purchase.

F. No Consent Items

G. No Action Items

H. The Presidents report included the following local announcements:

- a. Betty Kay Schlesinger shared about the Experience Works program, graduation and a job fair at Grayson College on June 17th.
- b. Judy shared about the Hot Fan Drive/ Bookmark
- c. Kathi Kirby shared about the new (coming soon) website for the Stanford House, a Facebook page.
- d. Kathi also mentioned the 'Mooving thru the Mud' event on June 25th in Lindsey Texas. She also mentioned the "Design on a Dime" event coming up on June 25th.
- e. Nadine and Justin Shared about taking calls for those members of Cooke County that have had flood damage.

Next meeting set for September 4th at 10:30 am

- I. The meeting adjourned at 11:28am.

Kelly Fiore-Watson
Secretary

TO: TCOG Governing Board

THRU: Allison Minton, Client Services Director 

FROM: Judy Fullylove, 2-1-1 Program Manager 

DATE: 7/30/2015

RE: 2-1-1 Information and Referral Contract

RECOMMENDATION

Authorize Executive Director to execute contract with Texas Health and Human Services (HHSC) for the 2-1-1 Information and Referral Program.

BACKGROUND

TCOG's 2-1-1 program is funded through HHSC and is one of 24 call centers throughout the state designed to assist callers by providing referrals to various local and statewide programs. By simply dialing the three digit code, 2-1-1; callers are given information and referrals to a variety of community resources, government assistance, and human services. Statewide, nearly 3 million people call 2-1-1 annually.

DISCUSSION

TCOG's 2-1-1 staff field over 50,000 calls annually. A robust database designed and maintained for the 2-1-1 program is utilized to provide callers with referrals to more than 300 agencies in the region. The top referral requests relate to: housing assistance; utility assistance; food insecurities; medical assistance; legal aid and other social services.

BUDGET

Contract period is September 1, 2015 through August 31, 2018 with an option for a two-year extension to August 31, 2020. The contract amount is \$390,695 annually and supports; salaries and fringe benefits for six full-time employees, supplies, materials, travel, after-hours contractor and indirect costs.

**AGREEMENT BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND TEXOMA COUNCIL OF GOVERNMENTS
FOR
2-1-1 TEXAS INFORMATION & REFERRAL SERVICES
FOR INFORMATION AND REFERRAL SERVICES**

This agreement ("**Agreement**" or "**Contract**"), is by and between the Texas Health and Human Services Commission ("**HHSC**"), an administrative agency within the executive department of the State of Texas, having its principal office at 4900 North Lamar Boulevard, Austin, Texas, 78751, and Texoma Council of Governments ("**CONTRACTOR**"), an entity organized under the laws of the State of Texas, having its principal place of business at 1117 Gallagher Dr., Suite 210, Sherman Texas 75090. HHSC and Texoma Council of Governments may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

HHSC and Texoma Council of Governments do hereby make and enter into this Agreement, which constitutes the entire Agreement under the above referenced-contract number between CONTRACTOR and HHSC.

I. Legal Authority

HHSC is authorized to enter into this Agreement under its authority pursuant to Texas Government Code, Chapter 531, established by the H.B. 2596, 75th Texas Legislature, Regular Session, 1997, which designates the responsibility for developing, coordinating, and implementing a statewide information and referral network to the Texas Health and Human Services Commission (HHSC). As a result, HHSC developed the 2-1-1 Texas Information & Referral Network which provides a single, statewide number consumers can dial for information about community resources.

II. General Terms and Conditions

a. HHSC Uniform Contract Terms and Conditions

CONTRACTOR must comply with the HHSC Uniform Contract Terms & Conditions, Version 1.5, located at

http://www.hhsc.state.tx.us/about_hhsc/Contracting/rfp_attch/General_TC.pdf, and all amendments thereto, which are incorporated for all purposes into this Agreement (the "HHSC UTCs").

b. Agreement Elements and Order of Precedence

- i. The Agreement between the Parties will consist of the following, and in the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence:
 1. The final executed Agreement, including exhibits, and all amendments thereto;
 2. HHSC's Uniform Contract Terms and Conditions 1.5 and all amendments thereto as **Exhibit A**;
 3. RFP 529-16-0006 and all attachments and addenda as clarified and modified by vendor questions and HHSC's response thereto as **Exhibit B**;
 4. CONTRACTOR's Plan of Operations and all attachments thereto, which are incorporated for all purposes into this Agreement as **Exhibit C** (collectively, "Plan of Operations"); and
 5. CONTRACTOR's Budget Pages and all attachments thereto, which are incorporated for all purposes into this Agreement as **Exhibit D** (collectively, "Budget Pages");
 6. CONTRACTOR's Proposal and final agreed clarifications and modifications as **Exhibit E**.
- c. Contract Term/Contract Period

The effective term of this Agreement begins on September 1, 2015 or on the date of full execution of this Agreement, whichever is later ("**Effective Date**"), and will continue through August, 31, 2018 (the "**Initial Term**"), with two (2) additional 12-month renewal options (each a "**Renewal Term**" or, as with the Initial Term, a "**Contract Term**"). The Agreement may be renewed only by a written amendment executed by the Parties. All contract renewals beyond the Initial Term will be subject to the terms and conditions of the Agreement, including those related to appropriation of funds.

The Contract Period begins on the Effective Date and ends at the expiration of the Initial Term or, if applicable, the final Renewal Term, unless terminated earlier in accordance with the terms of the Agreement.

d. Contract Award

The total amount for the Initial Term of this Agreement is \$390,695.00. Continued funding for this contract is contingent upon availability of State and Federal funds. HHSC will notify CONTRACTOR of funding for Renewal Terms in writing at least 30 calendar days prior to the renewal amendment effective date.

III. **Services and Performance Measurement**

The CONTRACTOR understands and agrees that upon execution of this Agreement, CONTRACTOR will be responsible for performing all services proposed in the

CONTRACTOR's Plan of Operations ("**Services**") in accordance with all federal and state laws applicable to this Agreement. This includes:

- a. Providing Services only to eligible populations as defined in the CONTRACTOR Plan of Operations;
- b. Meeting all performance measure targets (outputs), proposed by the CONTRACTOR and accepted by HHSC (including but not limited to the Scope of Work and the CONTRACTOR's approved Plan of Operations);
- c. Reporting on Services provided in accordance with HHSC requirements; and
- d. Maintaining all documentation to support any Services or activities that support the Contract which are performed by the CONTRACTOR or CONTRACTOR's subcontractors and for which CONTRACTOR intends to be reimbursed or has been reimbursed by HHSC.

IV. Payment/Reimbursement Provisions.

- a. Notwithstanding any provision in this Agreement to the contrary, the parties acknowledge that CONTRACTOR has no right of reimbursement for Services performed and invoices are not properly payable under this Agreement unless and until (i) HHSC has received funding approval from all funding sources for Services provided under this Agreement and (ii) the Agreement has been fully executed with signatures by an authorized representative of each Party. If HHSC does not receive the necessary approvals to fund this Agreement in full or in part, HHSC will not be obligated to reimburse CONTRACTOR for any and all Services performed by CONTRACTOR during the Contract Period for which funding was not approved. Under those circumstances, HHSC will not be considered to be in default or breach under this Contract, nor will HHSC be liable for any damages or any expenses incurred by CONTRACTOR due to HHSC's failure to reimburse.
- b. Payment to CONTRACTOR shall be on a monthly basis. CONTRACTOR shall be paid only for Services and related expenses that are eligible for reimbursement under this Agreement in accordance with federal and state laws and in accordance with the CONTRACTOR's Budget Pages, and Plan of Operations.
- c. CONTRACTOR shall ensure that:
 - i. Expenditures eligible for reimbursement under this Agreement are expenses that have been:
 - 1. incurred in accordance with the CONTRACTOR's approved budget;
 - 2. incurred within the Contract Period;
 - 3. deemed allowable in 2 C.F.R. Part 200 (formerly known as OMB Circular A-122); and

4. paid by the CONTRACTOR or owed by the last day of the then-current Contract Term in accordance with the CONTRACTOR's method of accounting.
- ii. All costs are allocable, reasonable, necessary, and allowable under the federal cost principles governing nonprofits and incurred in accordance with the terms and conditions set forth in this Agreement, prior to charging those expenditures to this Agreement.
- d. HHSC will make payment in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Invoice Requirements

CONTRACTOR shall submit an invoice in the format prescribed by HHSC with required supporting documentation within 45 days after the last day of each month in which services were provided. Upon HHSC's request, CONTRACTOR shall provide additional information to the degree or detail necessary to resolve any review, examination, inquiry or audit by HHSC or other responsible authority. The CONTRACTOR's invoice must certify that payments requested are in accordance with applicable contract provisions as well as applicable laws and regulations and that the requirements of the contract have been met.

VI. Recoupment of Funds

- a. HHSC will recoup from CONTRACTOR any overpayments and/or payments made for Services or expenses that do not meet the requirements of this Contract.
- b. HHSC or its representatives and/or agents, or any other state or federal regulatory agency, may identify overpayments through activities such as contract monitoring, in day-to-day contract management activities, or as a result of an audit. Examples of when overpayments occur include situations where the CONTRACTOR was paid in excess of the CONTRACTOR's reimbursable budget or allocation of funds or the CONTRACTOR was paid for expenses or Services that did not meet contract requirements.
- c. The CONTRACTOR must repay HHSC any identified overpayment within the timeframe specified by HHSC in a written notice to CONTRACTOR. Alternatively, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to CONTRACTOR by the overpaid amount.

VII. Contract Remedies

In the event that the CONTRACTOR fails to perform Services in accordance with the provisions of this Contract and the approved Plan(s) of Operation, HHSC may, upon written notice to the Contractor, immediately terminate this Contract in its entirety or with respect to certain Services. Alternatively or in conjunction with a partial termination by HHSC under this section, HHSC may require CONTRACTOR to submit, within the timeframes specified by HHSC, corrective action plans that are subject to HHSC's approval. If appropriate, HHSC may also withhold or recoup reimbursement payments from CONTRACTOR for Services not properly performed

under this Contract. The foregoing remedies are not the exclusive remedies of HHSC but are in addition to any other rights and remedies provided by law or under this Contract.

VIII. Confidentiality

- a. CONTRACTOR and any of its subcontractors associated with this Agreement will ensure the confidentiality of all client and personnel information and records in accordance with the HHSC UTCs, applicable federal and state laws, rules, regulations and program policies and procedures. This provision does not limit HHSC's right of access to client and personnel information or records relating to Services provided under this Agreement.

IX. Contract Records

- a. CONTRACTOR shall ensure that all client files are stored in a secure location, with access limited only to authorized employees officers, directors, subcontractors, or agents of the CONTRACTOR. CONTRACTOR shall retain all client records for a minimum period of three (3) years and ninety (90) calendar days after the client has terminated services or three (3) years and ninety (90) calendar days after the end of the Contract Period, whichever is the lesser period.
- b. Financial records must be kept for a minimum of seven (7) years after the date of submission of the final billing or until the resolution of all litigation, claim, financial management review or audit pertaining to this Agreement, whichever is longer as required by the HHSC UTCs. All other records or documents that pertain to the Contract must be kept in a readily accessible location for a minimum of three years (3) and ninety (90) calendar days after the end of the Contract Period. If any litigation, claim, or audit involving these records or documents begins before that time, the CONTRACTOR must keep the records and documents for not less than three years (3) and ninety (90) calendar days after all litigation, claims, or audit findings are resolved.
- c. The CONTRACTOR must allow HHSC and all applicable federal and state funders of HHSC, or state/federal agencies or their representatives investigating CONTRACTOR to inspect, monitor, or evaluate client records, books, and supporting documents that pertain to Services provided.
- d. Record retention and accessibility requirements apply to electronic and paper records and documents.
- e. The CONTRACTOR must maintain the following in an accessible location:
 - i. All financial records and supporting documentation that support a claim or reimbursement request submitted to HHSC in support of the Services performed under this Agreement;
 - ii. All documentation in support of all Performance Reports submitted to HHSC for Services performed under this Agreement;

- iii. A complete copy of this Contract, including any and all budget amendments, exhibits, attachments and the CONTRACTOR's approved budget and Plan of Operation;
- iv. Copies of CONTRACTOR's most recent independent audit reports and related correspondence;
- v. Copies of HHSC's monitoring and evaluation reports, documentation of corrective actions, and related correspondence;
- vi. The CONTRACTOR's Operating Policies and Procedures;
- vii. Fair Labor Standards Act Information for Employees;
- viii. HHSC's contact information for any client or employee who wishes to contact HHSC to file a complaint against the CONTRACTOR; and
- ix. All records relating to the provision of Services required under this Contract.

X. Cooperation with HHSC and state and federal administrative agencies.

- a. As provider of the Services under this Agreement, the CONTRACTOR understands that the acceptance of funds under this Agreement acts as acceptance of the authority of HHSC, or its representatives and/or agents and any state or federal regulatory agency, to inspect, monitor, evaluate or audit client records, financial records, and any supporting documents that pertain to Services provided or expenditures incurred under this Agreement, in accordance with any applicable federal and state laws.
- b. Access at reasonable times to all financial books and records, supporting documentation pertaining to Services provided, and client records shall be granted to HHSC, its representatives, agents, or any state or federal regulatory agency when it is deemed necessary by such agencies for purposes of inspection, monitoring, evaluating, or auditing of such materials.
- c. CONTRACTOR shall make all financial books and records, supporting documentation pertaining to Services provided, and client records (with client-identifying information fully redacted) available for the period necessary for HHSC, its representative, agents, or any state or federal regulatory agency to conduct an inspection, monitoring, evaluation, or audit of such materials. Such audits will be conducted during reasonable business hours as maintained by CONTRACTOR.

XI. Multiple contracts

If the CONTRACTOR provides Services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting).

XII. Budget Revisions

- a. CONTRACTOR must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget.
- b. CONTRACTOR must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.
- c. CONTRACTOR must make budget revisions in the format prescribed by HHSC.

XIII. CONTRACTOR'S Cost Allocation Plan and Methodology

- a. The Parties acknowledge that, prior to execution of this Contract, CONTRACTOR provided to HHSC a Cost Allocation Plan based upon a methodology that equitably distributes the CONTRACTOR's costs among the CONTRACTOR's various funding sources. CONTRACTOR shall maintain and abide by that Cost Allocation Plan unless HHSC approves a revised Cost Allocation Plan provided by CONTRACTOR.
- b. CONTRACTOR shall submit a revised Cost Allocation Plan if CONTRACTOR makes any changes to the Cost Allocation Plan that affect the distribution of expenses for costs charged to the Contract.
- c. HHSC's acceptance of the CONTRACTOR'S Cost Allocation Plan is limited to HHSC's interpretation of the reasonableness of the distribution of costs as they relate to this Agreement, and as such HHSC provides no guarantee to CONTRACTOR as to the correctness of the CONTRACTOR's Cost Allocation Plan and methodology used.

XIV. HHSC Monitoring Results with Findings.

- a. In the event that HHSC or its representatives or agents develop a report with findings based on HHSC's monitoring of CONTRACTOR's performance under this Agreement, the CONTRACTOR must submit a written response within the timeframe specified by HHSC explaining the actions the CONTRACTOR has taken or plans to take to address the findings.

If the CONTRACTOR fails to address or willfully refuses to address any finding within a reasonably negotiated timeline, the CONTRACTOR is subject to the appropriate remedies available under this Agreement or provided by law, as determined by HHSC.

XV. Building Codes and Safety Requirements

- a. The CONTRACTOR's facilities must be in good repair and in compliance with applicable local health fire, electrical and building safety codes.
- b. The CONTRACTOR's facilities must be in compliance with the Americans with Disabilities Act (ADA) to ensure accessibility for persons with physical disabilities.

XVI. Assignment

CONTRACTOR may not assign this Contract, in whole or in part, and may not assign any right or duty required under it, unless the assignment is approved in writing by HHSC. CONTRACTOR must give 30-day advanced written notice to HHSC of an assignment of this Agreement by CONTRACTOR. Before the assignment occurs, CONTRACTOR and the assignee must enter into an assignment agreement, subject to HHSC's prior approval. Within ninety (90) calendar days after such agreement takes effect, HHSC will evaluate the assignee's ability to continue the provision of contracted Services. If HHSC determines that the assignee is not able to provide the contracted Services, it will give the assignee written notice of contract termination thirty (30) calendar days prior to termination.

XVII. Audit Requirements for Sub-Recipients

- a. If the CONTRACTOR receives state or federal funds in the amount exceeding the threshold required by the Single Audit Act, the CONTRACTOR must comply with the requirements specified in the regulations found at 2 CFR Part 200, formerly known as the Office of Management and Budget (OMB) Circular A-133.
- b. If applicable, CONTRACTOR shall ensure that it engages in a procurement process to solicit single audit services at least once every six years as a recipient of funds received from HHSC under any contract agreement.
- c. CONTRACTOR shall submit to HHSC a copy of its annual audit, within ninety (90) calendar days of completion or within thirty (30) days of CONTRACTOR's Board of Directors approval, whichever comes first.
- d. If the CONTRACTOR receives state or federal funds in an amount not subject to the threshold requirements of the regulations found at 2 CFR Part 200, formerly known as OMB Circular A-133, the CONTRACTOR must submit a program-specific audit to HHSC within ninety (90) days of audit completion, or within thirty (30) calendar days of CONTRACTOR's Board approval, whichever comes first.

XVIII. Federal Funding Accountability and Transparency Act of 2006 for Subrecipients

If FFATA requirements are associated with the funding for this Contract, CONTRACTOR shall comply with the FFATA requirements as prescribed by the attached **Exhibit E**.

XIX. State Certifications

- a. Pursuant to Section 231.006, Texas Family Code (relating to child support), the CONTRACTOR, by signing this Contract, certifies that it is not ineligible to receive a payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- b. Pursuant to §2155.004, Texas Government Code, the CONTRACTOR certifies that CONTRACTOR is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation documents, if applicable, or specifications for this Contract from a state agency.
- c. Contractor certifies that it and its principals are eligible to participate in the Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement, if applicable, and contracting and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- d. Sections 2155.006 and 2261.053, Government Code, prohibit HHSC from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 of the Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, the CONTRACTOR certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- e. If CONTRACTOR is a Texas state agency, the Parties agree that this Agreement is authorized and made in compliance with the Interagency Cooperation Act, Chapter 771, and Texas Government Code. The parties certify that:
 - i. The services specified in this document are necessary and essential and are properly within the statutory functions and programs of the Parties;
 - ii. The proposed arrangements serve the interest of efficient and economical administration of state government; and

- iii. The services, supplies, or materials contracted for are not required by §21 of Article 16 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

XX. Federal Certifications

- a. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". Contractor shall ensure that all subcontracts comply with the above referenced provisions.
- b. Contractor certifies that neither it or its principals are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Contractor agrees to include this provision in any subcontracts related to this Contract.
- c. Contractor certifies that, if the total Contract amount, including any Contract amounts for Renewal Terms, exceeds \$150,000, it will to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to include this provision in any subcontracts related to this Contract exceeding \$150,000.
- d. Contractor certifies that, if the total Contract amount, including any Contract amounts for Renewal Terms, exceeds \$100,000, Contractor will comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Contractor must submit with its response the Certification Regarding Lobbying attached to this Contract as **Exhibit G**. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

XXI. 2-1-1 Texas Information and Referral Network Specific Terms and Conditions

- a. Compliance with program Policy and Procedure
- XXII. CONTRACTOR must comply with: current policy and procedure, as well as Alliance of Information and Referral Systems (AIRS) Standards and reasonable program standards (example: handbooks, minimum standards, program policies, etc.) established by HHSC in the future.

a. Changes in legally authorized agency representatives and program key staff

Within five business days, CONTRACTOR must give written notice to HHSC of a change in its legally authorized representative (Executive Director/President) and/or program key staff. Notice should be provided on the agency letterhead addressed to the HHSC Contract Manager by the CONTRACTOR's Director (for key program staff) or by CONTRACTOR'S Board Chair (for Executive Director/President). With respect to changes in legally authorized representatives, Contractor must with its written notice to HHSC an updated Vendor Information form. Notice and forms are to be submitted to the following address:

Health and Human Services Commission
2-1-1 TIRN Program
909 West 45th Street
Mail Code 2077
Austin, Texas 78751
Fax: 512-206-5531

XXIII. Exhibits

The following exhibits are incorporated into this Contract for all purposes:

- a. Exhibit A - HHSC Agency's Uniform Terms and Conditions (UTC'), Version 1.5
- b. Exhibit B - HHSC's Request for Proposal (RFP 529-16-0006) and its Addenda and Attachments
- c. Exhibit C - Plan of Operations
- d. Exhibit D - Budget Pages
- e. Exhibit E - Contractor's Proposal
- f. Exhibit F - Federal Funding Accountability and Transparency Act of 2006 Requirements
- g. Exhibit G - Certification Regarding Lobbying
- h. Exhibit H - HUB Subcontracting Plan

**AGREEMENT BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
TEXOMA COUNCIL OF GOVERNMENTS FOR
2-1-1 TEXAS INFORMATION & REFERRAL SERVICES
FOR INFORMATION AND REFERRAL SERVICES**

EXHIBIT G

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE BY: 

NAME: Susan B. Thomas, PhD

TITLE Executive Director

DATE 7/30/2015

BUDGET for 2-1-1 SERVICES CONTRACTS
RFP No. 529-16-0006**Contractor** Texoma**Contract No.** _____**Contract Period** 9/1/2015 - 8/31/2016

| Cost Category | A Grand Total | B Reimbursable | C Other (Match) |
|-------------------------------------|-------------------|-------------------|--------------------|
| (1A) Personnel - Salaries | 181,643.00 | 181,643.00 | 0.00 |
| (1B) Personnel - Fringe Benefits | 85,735.00 | 85,735.00 | 0.00 |
| Subtotal | 267,378.00 | 267,378.00 | 0.00 |
| (2) Travel | 3,619.73 | 3,619.73 | 0.00 |
| (4) Equipment (Rent/Lease/Purchase) | | 0.00 | 0.00 |
| (3) Materials, Supplies | 11,353.54 | 11,353.54 | |
| Subtotal | 14,973.27 | 14,973.27 | 0.00 |
| (5) Other Costs (list below) | 66,826.00 | 66,826.00 | 0.00 |
| Accounting and Payroll | | | |
| Central IT | | | |
| (6) Contractual | 6,000.00 | 6,000.00 | 0.00 |
| After Hours Contract | | | |
| Subtotal | 72,826.00 | 72,826.00 | 0.00 |
| Total Direct Costs | 355,177.27 | 355,177.27 | |
| required 10% CAP | 35,517.73 | 35,517.73 | 0.00 |
| Grand Total | 390,695.00 | 390,695.00 | 0.00 |

Certified by: **Name:** Susan B. Thomas, PhD**Title:** Executive Director**Date:** 5/13/2015