

his official capacity as Secretary of State, United States Department of Health and Human Services (“Department”), Sylvia Burwell in her official capacity as Secretary of Health and Human Services, Office of Refugee Resettlement (“ORR”), Robert Carey, in his official capacity as Director of the Office of Refugee Resettlement (collectively, “Federal Defendants”), and International Rescue Committee (“Committee”), regarding the Federal Defendants and Committee’s actions in resettling refugees in Texas without consulting with Texas or working in close cooperation with the Commission as required by federal law and contracts with the Committee.

I. PARTIES

1. Plaintiff is the Texas Health and Human Services Commission. The Commission is the sole State agency responsible for the development and administration of refugee resettlement services in Texas. For purposes of this suit, the Commission represents the interests of the State of Texas.

2. Defendants are the United States of America, United States Department of State, John Kerry, in his official capacity as Secretary of State, United States Department of Health and Human Services, Sylvia Burwell in her official capacity as Secretary of Health and Human Services, Office of Refugee Resettlement, Robert Carey, in his official capacity as Director of the Office of Refugee Resettlement, and International Rescue Committee the International Rescue Committee, Inc.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this suit concerns breach of a statutory requirement under 8 U.S.C. § 1522 that the federal government “consult regularly” with States concerning “the intended distribution of refugees among the States . . . before their placement in those States” and that local voluntary agency activities should be conducted “in close cooperation and advance

consultation” with State governments.

4. The Plaintiff’s claims for declaratory and injunctive relief are authorized by 28 U.S.C. §§ 2201 and 2202, by Rules 57 and 65 of the Federal Rules of Civil Procedure, and by the general legal and equitable powers of this Court.

5. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to these claims occurred in the Northern District of Texas.

III. FACTUAL BACKGROUND

6. Texas accepts approximately 10 percent of all refugees resettled in the United States—more than any other State. Texas performs this work by partnering with local volunteer agencies to help refugees transition to the State and pay for associated costs.

7. The Refugee Act of 1980 establishes a framework for collaboration and cooperation among the federal government, the States, and local volunteer agencies such as the Committee in resettling refugees. Highlighting the role of the States is the fact that section 1522 mentions States 14 times. Instead of adhering to that statutory framework, the federal government and the Committee have left Texas uninformed about refugees that could well pose a security risk to Texans and without any say in the process of resettling these refugees.

8. The Refugee Act of 1980 requires that the federal government “*shall consult regularly* (not less often than quarterly) with State and local governments and private nonprofit voluntary agencies concerning the sponsorship process and the *intended distribution of refugees among the States* and localities *before their placement in those States* and localities.” 8 U.S.C. § 1522(a)(2)(A) (emphases added).

9. The Act further requires that, “in providing refugee assistance . . . local voluntary agency activities should be conducted in *close cooperation and advance consultation with State* and local governments.” *Id.* § 1522(a)(1)(B)(iii) (emphasis

added).

10. In addition to Texas undertaking more than its share in the task of resettling refugees than any other State, Texas has the sovereign authority and duty to protect the safety of its residents. *See, e.g., State v. Richards*, 301 S.W.2d 597, 602 (Tex. 1957) (“As a general rule the [police] power is commensurate with, but does not exceed, the duty to provide for the real needs of the people in their health, safety, comfort and convenience”); *Lombardo v. City of Dallas*, 73 S.W.2d 475, 479 (Tex. 1934) (“[T]he police power of a state embraces regulations designed to . . . promote the public health, the public morals, or the public safety.”). The Texas Legislature established the Office of Immigration and Refugee Affairs in the Commission to “ensure coordination of public and private resources in refugee resettlement.” TEX. GOV’T CODE §§ 752.001, .003.

11. As a baseline protection for such authority, federal law excludes refugees who have provided material support to terrorists. 8 U.S.C. § 1182(a)(3)(B). Previously, the President admitted less than 100 Syrian refugees per year. The President announced a policy goal of admitting 10,000 Syrian refugees this fiscal year. To accomplish this goal, the President granted a waiver to refugees who provided material support to terrorists if, among other things, the support was “insignificant” and the refugee “poses no danger to the safety and security of the United States.” Exercise of Authority Under Section 212(d)(3)(B)(i) of the Immigration and Nationality Act, 79 Fed. Reg. 6913 (Feb. 5, 2014).

12. Members of the federal executive branch have expressed concern regarding this massive expansion of refugees from an area engulfed in fighting with ISIS. For example, the Director of the FBI recently told Congress that the federal government cannot conduct effective security checks on Syrian nationals. Director Comey testified that “we can query our databases until the cows come home but

nothing will show up because we have no record of that person.” U.S. House of Representatives Committee on Homeland Security, *Nation’s Top Security Officials’ Concerns on Refugee Vetting* (Nov. 19, 2015), available at <https://homeland.house.gov/press/nations-top-security-officials-concerns-on-refugee-vetting/>. The Assistant Director of the FBI’s Counterterrorism Division explained his “concern is in Syria, the lack of our footprint on the ground in Syria, that the databases won’t have information we need. So it’s not that we have a lack of process, it’s that there is a lack of information.” U.S. House of Representatives Committee on the Judiciary, *Goodlatte: Why Does the President Ignore Concerns About Syrian Refugees?* (Oct. 27, 2015), available at <http://judiciary.house.gov/index.cfm/press-releases?ID=E0715056-77F0-4D8F-BA14-0FB1C1C4F7B4>. The Director of National Intelligence summed up the worries of these federal counterterrorism experts: “We don’t obviously put it past the likes of ISIL to infiltrate operatives among these refugees.” *Nation’s Top Security Officials’ Concerns on Refugee Vetting, supra*.

13. In light of these concerns with the federal government massively expanding the admission of refugees who have materially supported terrorists, the Commission sent a letter to the Committee on November 19 asking it to apprise the Commission if it currently had plans to resettle Syrian refugees in Texas and that Texas, until further notice, will refuse to cooperate with the resettlement of any Syrian refugees in Texas. *See* Ex. A. The letter copied the Director of the Texas Department of Public Safety and the Deputy Director for Homeland Security and Services in the Department of Public Safety. *Id.*

14. In a phone call between the staff for the Committee and the Commission, the Committee informed the Commission that it intends to resettle six Syrian refugees in Dallas, Texas on Friday, December 4.

15. Some news inquiries have questioned whether this resettlement could

occur as early as Thursday, December 3. The Commission requested information regarding these refugees. The Committee responded that the State Department informed it that the request must go through the State Department because the information is not shareable by the Committee. The Commission requested the information in expedited fashion from the appropriate federal entity under the State Department on December 1. Ex. B.

16. A letter from the Executive Commissioner to the Committee on November 25 asked the Committee to contact the Commission by November 30 in order to work together in close cooperation and avoid termination of the contract or legal action. Ex. C. The Committee responded on November 30 and expressed an intent to communicate with the Commission. Ex. D.

17. In a letter to the Committee on December 1, the Commission asked the Committee to temporarily halt resettlement of Syrian refugees in Texas “until we have receive the requested information and our concerns with screening procedures have been appropriately addressed.” Ex. H. The letter asked the Committee to confirm by 3pm on December 2 its intent to cooperate with the State. The Committee responded with its intention to continue working with the federal government to resettle Syrians in Texas. Ex. I.

IV. CLAIMS FOR RELIEF

COUNT I

Declaratory Judgment Under 28 U.S.C. §§ 2201-2202 that the Federal Defendants Have Failed to Consult Regularly with Texas Regarding the Intended Distribution of Refugees to Texas Before Placement in Texas

18. The Commission incorporates the allegations contained in paragraphs 1 through 17 as if fully set forth herein.

19. The Refugee Act of 1980 requires that the federal government “*shall consult regularly* (not less often than quarterly) with State and local governments

and private nonprofit voluntary agencies concerning the sponsorship process and the *intended distribution of refugees among the States and localities before their placement in those States and localities.*” 8 U.S.C. § 1522(a)(2)(A) (emphases added).

20. The Federal Defendants have breached this statutory duty of advance consultation with Texas by: 1) preventing Texas from receiving vital information to assess the security risk posed by the refugees in advance of their arrival, and 2) refusing to consult with the State in advance on placement of refugees in Texas.

COUNT II

Declaratory Judgment Under 28 U.S.C. §§ 2201-2202 that the Committee Has Failed a Contractual Duty to Work in Close Cooperation and Advance Consultation with Texas Before Placing Refugees in Texas

21. The Commission incorporates the allegations contained in paragraphs 1 through 20 as if fully set forth herein.

22. The Refugee Act of 1980 requires that, “in providing refugee assistance . . . local voluntary agency activities should be conducted in *close cooperation and advance consultation with State and local governments.*” 8 U.S.C. § 1522(a)(1)(B)(iii) (emphasis added).

23. The Committee is a local volunteer agency under the meaning of the Refugee Act of 1980.

24. The Commission entered into an agreement with the Committee to provide for refugee cash assistance, Ex. A at 11 (hereinafter “Refugee Cash Assistance Agreement”) and an agreement to provide for refugee social services, Ex. B at 11 (hereinafter “Refugee Social Services Agreement”). Both contracts were entered into for good and valuable consideration.

25. Both contracts require the Committee to “[p]rovide services . . . [i]n compliance with this contract and with applicable Federal laws and regulation, state laws and regulations, and Commission policies including service delivery standards.”

Ex. J at 5; Ex. K at 5. This necessarily includes the requirement in the Refugee Act of 1980 that the Committee work “in close cooperation and advance consultation” with the Commission. 8 U.S.C. § 1522(a)(1)(B)(iii).

26. The Committee announced its intent to continue to work with the federal government to resettle Syrians in Texas and is following instructions from the Federal Defendants to not provide information to the Commission or consult with the Commission in advance of resettling Syrian refugees in Texas.

27. Additionally, according to the cooperation clause in the contracts:

The [Committee] must cooperate fully and allow [the Commission] and all appropriate federal and state agencies or their representative’s access to client records, books, and supporting documents pertaining to services provided. [The Committee] must make documents available at reasonable times and for reasonable periods for the purpose of inspection, monitoring, auditing, or evaluating.

Ex. J at 1; Ex. K at 11. This Committee’s conduct is a failure to adhere to this contractual requirement that prevents the State from exercising its police power to protect the safety of its residents.

28. Pursuant to the Commission’s Uniform Terms and Conditions, incorporated into the contracts by reference, Ex. J at 7; Ex. K at 7, the Committee:

acknowledges that, if [it] breaches (or attempts or threatens to breach) its obligations under this Agreement, *the State will be irreparably harmed*. . . . If a court of competent jurisdiction finds that [the Committee] breached (or attempted or threatened to breach) any such obligations, [the Committee] agrees that any additional findings of irreparable injury or other conditions to injunctive relief, *it will not oppose the entry of an appropriate order compelling performance* by [the Committee] and restraining it from any further breaches (or attempted or threatened breaches).

Ex. L at 22 (emphases added).

29. Accordingly, the Committee has admitted that its actions at the

instruction of the Federal Defendants, if the actions fail to comply with the contracts, will cause the State irreparable harm and the appropriate remedy is an order from the Court compelling the Committee work “in close cooperation and advance consultation” with the Commission on the resettlement of any Syrian refugees and to share its information that the Commission has requested and may request in the future.

30. All conditions precedent have been performed or have occurred.

V. APPLICATION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

1. The Commission seeks a temporary restraining order and a preliminary injunction pursuant to Federal Rule of Civil Procedure 65. In particular, the Commission requests the Court to preliminarily enjoin and/or stay any and all activities of the Defendants regarding placement of Syrian refugees in Texas unless and until the Defendants have complied with their aforementioned statutory and contractual obligations of consulting with Texas before placement and sharing information and working in close cooperation and advance consultation with the Commission.

2. The Commission also seeks to preserve the status quo pending this Court’s final adjudication on declaratory judgment claims, the status quo being that, at present, the aforementioned refugees have yet to enter or establish residency in the State of Texas. Given the Defendants’ lack of providing basic information regarding refugees to be placed in Texas, the Commission maintains a reasonable concern that the Committee may continue to operate with an unwillingness to consult in advance regarding placement of refugees in Texas or share information, closely cooperate, and consult in advance with the Commission.

3. The requirements for showing entitlement to a temporary restraining

order and preliminary injunction under Federal Rule of Civil Procedure 65 are identical. *See Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987). To obtain a temporary restraining order and a preliminary injunction, the Commission must show:

- A. there is a substantial likelihood that the Commission will prevail on the merits;
- B. there is a substantial threat that irreparable injury will result if the injunction is not granted;
- C. the threatened injury outweighs the threatened harm to the Defendants; and
- D. granting the preliminary injunction will not disserve the public interest.

Janvey v. Alguire, 647 F.3d 585, 595 (5th Cir. 2011); *Canal Auth. of Florida v. Callaway*, 489 F.2d 567, 572 (5th Cir. 1974).

A. There is a substantial likelihood that the Plaintiff will prevail.

4. For the reasons articulated in the Original Complaint, Plaintiff has demonstrated Defendants' breach of statutory and contractual duties by their unwillingness to consult in advance regarding placement of refugees in Texas or share information and closely cooperate with the Commission. Whatever "advance consultation" and "close cooperation" mean, this is not it.

5. Further, the right of the Plaintiff to seek relief in this Court due to the failure of performance by the Committee is expressly provided in the contract between the parties.

B. There is a substantial threat that irreparable injury will result.

6. On or about Thursday, December 3 or Friday, December 4, a group of Syrian refugees are scheduled to arrive in Texas. Plans for the settlement of additional refugees may be underway. As mentioned herein, Plaintiff possesses reasonable concerns about the safety and security of the citizenry of the State of Texas

regarding these refugees that may seek resettlement within the State of Texas. The safety and security of the citizenry is the rightful concern of the sovereign and one of the many reasons why Plaintiff maintains an ongoing right to full cooperation, communication, collaboration, and candor with Defendants regarding its efforts in resettling foreign nationals amongst the Texas citizenry.

C. The threatened injury to Plaintiff and the State's citizenry outweighs any threatened harm to Defendants.

7. As stated above, Plaintiff has reasonable concerns about the safety and security of the State's citizens as a result of this week's anticipated resettlement of certain refugees. Plaintiff also is concerned that Defendants will continue refusing to consult in advance and to share information and work in close cooperation with Plaintiff as it pertains to the resettlement of refugees in the State, thus causing further injury.

8. The threatened harm to Plaintiff outweighs any harm to Defendants from a temporary halt of certain refugees pending a determination of whether Defendants are complying with their statutory and contractual obligations to consult in advance with the State on the resettlement of refugees in the State.

E. A temporary restraining order and a preliminary injunction will not disserve the public interest.

9. A TRO and a preliminary injunction would allow Texas to exercise its sovereign authority and duty to protect the safety of its residents, thus serving the public interest.

10. Granting the preliminary injunction will maintain the status quo until the rights and duties of the parties can be finally adjudicated.

V. PRAYER FOR RELIEF

The Commission respectfully petitions the Court to award the following relief against the Defendants:

- A. An *ex parte* Temporary Restraining Order under Federal Rule of Civil Procedure 65(b) preventing the Defendants from resettling refugees to Texas until December 9 due to their violations of statutory duty to consult with the State in advance of placing refugees in Texas and statutory and contractual duty to provide information to the Commission and work in close cooperation with the Commission;
- B. A hearing on the Motion for Preliminary Injunction no later than December 9.
- C. A Preliminary Injunction preventing the Defendants from resettling Syrian refugees to Texas until the Court determines that Defendants are complying with their statutory and contractual duties to consult with Texas in advance of placing refugees and to provide information to the Commission and work in close cooperation with the Commission;
- D. A declaration that the Defendants have breached their statutory and contractual duties to the State;
- E. A permanent injunction compelling the Defendants to comply with their statutory and contractual duties to the State;
- F. Reasonable and necessary attorney's fees for the Plaintiff; and
- G. Such other and further relief to which the Plaintiff is justly entitled at law and in equity.

Dated: December 2, 2015.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

CHARLES E. ROY
First Assistant Attorney General

BRANTLEY STARR
Deputy Attorney General for Legal
Counsel

/s/ Austin R. Nimocks
AUSTIN R. NIMOCKS
Associate Deputy Attorney General for
Special Litigation
Texas Bar No. 24002695

ANGELA V. COLMENERO
Division Chief – General Litigation

ADAM N. BITTER
Assistant Attorney General

General Litigation Division
P.O. Box 12548, Capitol Station
Austin, Texas 78711-2548

ATTORNEYS FOR PLAINTIFF

JS 44-TXND (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

State of Texas

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Austin R. Nimocks, Associate Attorney General for Special Litigation
Office of the Attorney General, P.O. Box 12548, Capitol Station
Austin, Texas 78711-2548 (512) 475-4099

DEFENDANTS

United States of America, US Dept of Health & Human Services,
Sylvia Burwell, in her official capacity as Secretary of HHS, Office of
Refugee Resettlement, and International Rescue Committee, Inc.

US Dept. of State, John Kerry in his official capacity as
Secretary of State (IN U.S. PLAINTIFF CASES ONLY)

IN NON-INDemnATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1331

Brief description of cause:

Challenge to failure to use advance consultation when resettling refugees

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED PENDING OR CLOSED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE
December 2, 2015SIGNATURE OF ATTORNEY OF RECORD
/s/ Austin R. Nimocks**FOR OFFICE USE ONLY**


RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

knowledge and are true and correct.

3. The documents attached as exhibits to the Complaint and Application are true and correct copies of the originals.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the 2nd day of December, 2015.




CECILE YOUNG

Declaratory and Injunctive Relief and Application for Temporary Restraining Order and Preliminary Injunction are within my personal knowledge and are true and correct.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the 2nd day of December, 2015.



PATRICK RANDALL



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHRIS TRAYLOR
EXECUTIVE COMMISSIONER

November 19, 2015

Donna Duvin, Executive Director
International Rescue Committee – Dallas
6500 Greenville Avenue, Suite 500
Dallas, Texas 75206

Dear Ms. Duvin:

Governor Abbott recently sent a letter to President Obama informing him that the State of Texas will not participate in the resettlement of Syrian refugees in the wake of recent deadly terrorist attacks in Paris. In light of this direction and additional instructions from the Governor to the Health and Human Services Commission (HHSC), below are some steps the State of Texas is immediately implementing that affect your agency.

As a reminder, local voluntary agencies who resettle international refugees have a statutory duty to cooperate and consult with the state pursuant to Section 1522 of Title 8 of the United States Code. Consistent with that federal-law obligation, we now require that you provide immediate and ongoing consultation with Health and Human Services Office of Immigration and Refugee Affairs (OIRA) regarding any plans that may exist to resettle Syrian refugees in Texas. If you currently have plans to participate in the resettlement of any Syrian refugee in Texas, please notify us of this immediately, but no later than 4:00 p.m., Friday, November 20, 2015. Further, please notify us immediately if, in the future, you learn that a Syrian refugee is proposed for resettlement in Texas with your organization. We reserve the right to refuse to cooperate with any resettlement on any grounds and, until further notice, will refuse to cooperate with the resettlement of any Syrian refugees in Texas. If you have any active plans to resettle Syrian refugees in Texas, please discontinue those plans immediately.

The Texas Refugee Resettlement State Plan is still under review. I will keep you apprised if any amendments to the state plan are finalized, as this may also result in an amendment to your local contract.

Sincerely,

A handwritten signature in cursive script that reads "Chris Traylor".

Chris Traylor

Attachment

cc: Colonel Steven C. McCraw, Director
Texas Department of Public Safety

Robert J. Bodisch, Sr., Deputy Director, Homeland Security and Services
Texas Department of Public Safety

Medel Reyes,Sandra (HHSC)

From: Medel Reyes,Sandra (HHSC)
Sent: Thursday, November 19, 2015 3:46 PM
To: 'Donna.Duvin@rescue.org'
Cc: olivia.deisher@dps.texas.gov; sophie.yanez@dps.texas.gov
Subject: Letter from HHSC Executive Commissioner
Attachments: Donna Duvin, International Rescue Committee - Dallas.pdf; Attachment.pdf

Thank you.

Sandra Medel-Reyes
Office of the Executive Commissioner
Texas Health and Human Services Commission
4900 North Lamar Blvd. | Austin, Texas 78751
Telephone: (512) 424-6502



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHRIS TRAYLOR
EXECUTIVE COMMISSIONER

December 1, 2015

Via Email: PRM-Admissions-Inquiries@state.gov

Lawrence Bartlett
Director, Office of Admissions
Bureau of Population, Refugees, and Migration
United States Department of State
Washington, D.C.

Re: Request for Information

Dear Mr. Bartlett:

As you are aware, Texas Governor Greg Abbott has raised concerns about the effectiveness of security screenings of Syrians seeking refugee status and has called for a halt to resettlement until those concerns are appropriately addressed. Obtaining meaningful information about the screening process and specific information about Syrians proposed for resettlement in Texas is critical to that effort and to enable Texas to ensure the safety of its residents.

We understand that the Department of State recently instructed voluntary resettlement agencies not to share specific refugee case information with the states. Instead, we were told that requests for specific refugee case information must be made to your office, and your office will determine if and how any information will be shared.

Pursuant to that instruction, the State of Texas makes the following request:

Information Requested: All demographic, medical, security, and other case information relating to Syrians slated or scheduled for resettlement in Texas during the next ninety days.

Purpose of the Request: The State of Texas is expected to partner with the federal government and the voluntary agencies in the resettlement process, but has not been given access to any of the information necessary for meaningful participation. As a result, the state is making this information request to satisfy our concerns with the effectiveness of the screening procedures and to facilitate the process of cooperation and advance consultation required by federal law prior to placement of refugees in the state.

Lawrence Bartlett
December 1, 2015
Page 2

Requestor: This request is made by Cecile Young, State Refugee Coordinator, Texas Health and Human Services Commission. This request was authorized by Chris Traylor, Executive Commissioner for the Texas Health and Human Services Commission.

We understand that Syrians may be scheduled to resettle in Texas as early as at the end of this week. Therefore, we respectfully request you respond with the requested information as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Cecile Y", followed by a long horizontal flourish.

Cecile Young
State Refugee Coordinator



EXHIBIT C

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHRIS TRAYLOR
EXECUTIVE COMMISSIONER

November 25, 2015

Donna Duvin, Executive Director
International Rescue Committee
6500 Greenville Avenue, Suite 500
Dallas, TX 75206

Dear Executive Director Duvin:

Texas has a proven record of providing humanitarian assistance to refugees fleeing persecution. Texas accepts approximately 10 percent of all refugees resettled in the United States — more than any other State. In 2014, twenty-eight refugees were settled in Texas per every 100,000 Texans. Compare this to sixteen in California per 100,000 residents; seventeen in Florida per 100,000 residents; and twenty in New York per 100,000 residents. Texas has shouldered its share in supporting refugees from around the world.

As you know, until recently the United States was unable to accept more than a few hundred Syrian refugees per year because federal law excluded any refugees who had provided material support to a terrorist organization. 8 U.S.C. § 1182(a)(3)(B). In order to increase the number of Syrian refugees to 10,000 this year, the President unilaterally exempted Syrian refugees from that ban. *See Exercise of Authority Under Section 212(d)(3)(B)(i) of the Immigration and Nationality Act*, 79 Fed. Reg. 6913 (Feb. 5, 2014).

In a recent letter to my agency, the Governor noted that this unprecedented increase in Syrian refugees has caused many in the security community to raise alarm. The Governor's letter quotes federal security officials such as the Director of the FBI, who recently told Congress that the federal government cannot conduct effective security checks on Syrian nationals. FBI Director Comey testified that "we can query our database until the cows come home, but nothing will show up because we have no record of them." The Governor's letter cites other officials as well. The Assistant Director of the FBI Counterterrorism Division echoed Director's Comey's concerns, explaining that his "concern is in Syria, the lack of our footprint on the ground in Syria, that the databases won't have information we need. So it's not that we have a lack of process, it's that there's a lack of information." The Director of National Intelligence summed up the worries of these federal counterterrorism experts: "I don't, obviously, put it past the likes of ISIL to infiltrate operatives among these refugees."

Ms. Donna Duvin
November 25, 2015
Page 2

The Governor has advised me that his foremost obligation is to keep citizens safe. The Governor believes that accepting refugees from Syria is incompatible with an absolute commitment to the safety of Texans because the President has shown the Governor no willingness to improve the security screenings of refugees from Syria, despite the abundant evidence that the screenings are ineffective. Governor Abbott has responded by calling for a temporary halt to resettlement of any further refugees in Texas until concerns about the effectiveness of security screenings are addressed. I urge you to cooperate with the State of Texas, as required by law, as we work together to implement Governor Abbott's efforts to keep our doors open to refugees while at the same time keeping Texans secure.

As you are aware, the Texas Health and Human Services Commission (HHSC) communicated to you and other resettlement agencies regarding the state's concerns regarding the resettlement of certain Syrian refugees. Many of your fellow organizations expressed a willingness to work with the state to identify alternative outcomes for refugees from Syria who might otherwise relocate to Texas. However, we have been unable to achieve cooperation with your agency.

Specifically, your agency insists on resettling certain refugees from Syria in the near future. I must ask that you fulfill your statutory duty to conduct your activities "in close cooperation and advance consultation" with the State of Texas pursuant to section 1522 of Title 8 of the United States Code. If you remain unwilling to cooperate with the state on this matter, we strongly believe that a failure to cooperate with the State on this matter violates federal law and your contract with the state.

Rather than continue on your current path, in violation of the Governor's directive, please contact my office no later than Monday, November 30, so that we can, indeed, work together "in close cooperation" as required by federal law. My state refugee coordinator, Cecile Young, can be reached at (512) 428-1971.

Failure by your organization to cooperate with the State of Texas as required by federal law may result in the termination of your contract with the state and other legal action.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Traylor", written in a cursive style.

Chris Traylor



International Rescue Committee
122 East 42ND Street
New York, NY 10168-1289
TEL +1 212 551 3000
FAX +1 212 551 3179
Rescue.org

EXHIBIT D

November 30, 2015

Mr. Chris Traylor
Executive Commissioner
Texas Health and Human Services Commission
P. O. Box 13247
Austin, TX 78711
Sent via email via Sandra.MedelReyes@hhsc.state.tx.us

Dear Mr. Traylor,

Thank you for your letter dated November 25, 2015, which was received by our office on November 30, 2015.

We are committed to working in close cooperation with the highest levels of Texas State leadership, having an open dialogue, and strengthening the consultation processes that are already in place and in which we actively participate.

The IRC has worked in Texas for over 40 years in a constructive partnership with state, local officials, and communities, and we are committed to continuing to do so.

As a demonstration of cooperation with the Texas State Government, we propose to further this discussion in your offices, or alternatively by video conference, at a time of your convenience. The IRC values its long presence in Texas and wishes to maintain its good standing with the Texas Health and Human Services Commission.

In accordance with our obligations under federal guidelines and its Cooperative Agreement with the U.S. Department of State, the IRC will continue to provide assistance and services to all refugees who have been admitted lawfully to the United States.

We know that refugees receive the highest level of security screening of any group that comes to the United States. Refugee screenings are rigorous and involve many different elements of the US government, from the Department of Homeland Security, to the FBI, to the Department of Defense and multiple intelligence agencies.

We look forward to continuing this discussion.

Sincerely,

Jennifer Sime
Senior Vice President
International Rescue Committee
cc: Cecile Young, Texas State Refugee Coordinator



EXHIBIT H

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHRIS TRAYLOR
EXECUTIVE COMMISSIONER

December 1, 2015

Ms. Donna Duvin, Executive Director
International Rescue Committee
6500 Greenville Avenue, Suite 500
Dallas, Texas 75206

Dear Ms. Duvin:

The Health and Human Services Commission (HHSC) is in receipt of the November 30, 2015, letter from Jennifer Sime, Senior Vice President of the International Rescue Committee.

As you are aware, Governor Abbott has raised concerns about the effectiveness of security screenings of Syrians seeking refugee status and has called for a halt to resettlement until those concerns are appropriately addressed. Obtaining information about the screening process and specific information about Syrians proposed for resettlement in Texas is critical to that effort and to enable Texas to ensure the safety of its residents.

The State of Texas is expected to partner with the federal government and voluntary agencies, like yours, in the resettlement process. We understand that voluntary agencies and the federal government have access to the information necessary for resettlement. However, the State has not been given access to any of the information necessary for meaningful participation. To remedy that inequity, we have asked the Department of State to provide the State with all information relating to Syrians slated or scheduled for resettlement in Texas during the next ninety days.

We have explained the Governor's concerns and our expectations regarding cooperation and advance consultation. We ask that your organization halt resettlement of any Syrians seeking refugee status in Texas until we have received the requested information and our concerns with screening procedures have been appropriately addressed. Please confirm by 3:00 p.m. on Wednesday, December 2, 2015, that the International Rescue Committee will cooperate with the State in this respect.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Traylor".

Chris Traylor



International Rescue Committee
122 East 42nd Street
New York, NY 10168-1289
TEL +1 212 551 3000
FAX +1 212 551 3179
Rescue.org

EXHIBIT I

December 2, 2015

Mr. Chris Traylor
Executive Commissioner
Texas Health and Human Services Commission
P. O. Box 13247
Austin, TX 78711

Dear Mr. Traylor,

Thank you for your letter to the International Rescue Committee dated December 1, 2015. We are mindful of Governor Abbott's concerns and appreciate the opportunity to continue to work in close collaboration with the State of Texas.

The International Rescue Committee is a single, vertically-integrated corporate entity in which all branch offices, including IRC Dallas, take direction from the national headquarters. We are committed to strengthening the consultation process which is already in place in Texas and consistent with our long history of fruitful cooperation with the State Refugee Coordinator and the Office of Immigration and Refugee Affairs (OIRA).

We understand from your letter that you are in communication with the Department of State with regard to consultation about refugee arrivals to Texas. As you know, the International Rescue Committee has a cooperative agreement with the Department of State and is bound by its terms with regard to the placement of refugees in the United States. We will continue to abide by the terms of our agreement and continue to resettle refugees, including Syrians, in Texas.

As proposed in our letter of November 30, we are available to meet at a time of your convenience to discuss our role in the resettlement process, either in your offices or alternatively by video conference.

The State of Texas has a long standing tradition of providing sanctuary and welcome to some of the world's most vulnerable refugees. IRC is grateful to be part of this history and we appreciate the opportunity to continue this dialogue with you.

Sincerely,

Jennifer Sime
Senior Vice President
International Rescue Committee

cc: Cecile Young, Texas State Refugee Coordinator

HHSC Contract No. 529-13-0021-00001

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee, Inc.
With a contract amount of \$201,950**

The Texas Health and Human Services Commission, hereinafter referred to as HHSC, and International Rescue Committee, Inc. Herein after referred to as the Contractor, do hereby make and enter into this Refugee Cash Assistance contract, which constitutes the entire agreement under the above number between the Contractor and HHSC. HHSC and the Contractor may be referred to collectively as the "Parties", or either may be referred to singularly as the "Party".

I.

The Refugee Cash Assistance (RCA) Program is authorized by Code of Federal Regulation (CFR) 45, Part 400, and funded by the Refugee Cash and Medical Assistance (RCMA) Grant – Catalogue of Federal and Domestic Assistance (CFDA) # 93.566. The Texas Health and Human Service Commission is a Texas state agency responsible for administering some of the public welfare programs under the Social Security Act. Federal law and regulations, as well as State law in Chapter 22 of the Human Resources Code, permit and authorize HHSC, subject to certain limitations, to enter into agreements with public or private agencies for the purpose of providing social and/or other services for the benefit of eligible individuals and to accept and expend funds received from public or private agencies for such purpose. Since the Contractor desires to provide services for the benefit of certain eligible individuals as described herein, HHSC and the Contractor make this contract.

II.

The parties hereto mutually agree:

- A. HHSC shall have authority to monitor and conduct fiscal and/or program audits of both the contractor and its subcontractor(s) to the extent of services provided under the terms of this contract. On site visits as well as access at reasonable times to all books and records will be granted State or Federal auditing agencies, representatives of the United States Department of Health and Human Services and/or HHSC when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing, or evaluating such materials.

Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the federal and state government to audit, investigate, monitor, examine, or evaluate the contractor and its subcontractors in connection with those funds, and to make transcripts and excerpts.

- (a) The contractor must cooperate fully and allow HHSC and all appropriate federal and state agencies or their representative's access to client records, books, and supporting documents pertaining to services provided. Both the contractor and its subcontractors must make documents available at reasonable times and for reasonable periods for the purpose of inspection, monitoring, auditing, or evaluating.
- (b) The contractor must keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report is submitted to HHSC or its agent. The records and documents must be kept for a minimum of three years and 90 days after the end of the contract period. If any litigation, claims, or audit involving these records begins before the three-year and 90 day period expires, the contractor must keep the records and documents for not less than three years and 90 days or until all litigation, claims, or audit findings are resolved, whichever is longer. All medical records must be kept for five years from their creation.
- (c) If the contractor terminates business operations, the contractor must ensure that:
 - (1) Records are stored and accessible;
 - (2) Someone is responsible for adequately maintaining the records;
 - (3) HHSC contract manager is notified in writing about how and where the records will be maintained and who HHSC will contact in order to access the records; and
 - (4) If information in item 3 changes, the contractor provides updated information to HHSC contract manager. The information must be provided within 10 workdays and be in writing.
- (d) The contractor must ensure that this clause is included in any subcontract it awards under this contract.

- B. This contract is subject to the availability of State and/or Federal funds. If funds are unavailable or reduced, written notice will be given by HHSC to the contractor of termination, payment suspension, or funding reduction.

- C. In the event that the Contractor fails to perform in accordance with the provisions of this contract and the approved Plan(s) of Operation, HHSC may, upon written notice of default to the Contractor, immediately terminate the whole or any part of

this contract, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. In addition to termination of a contract, HHSC might impose corrective action plans, vendor payment holds, or recoupment of funds against the contractor.

- D. If Federal or State laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this contract, on the part of either party, substantially unreasonable or impossible and if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. This contract may be canceled by mutual agreement, or HHSC may cancel upon 30 days written notice to the Contractor. Upon mutual agreement of the parties, this contract may be extended for up to four terms of one year each. Nothing in this paragraph shall be construed to prohibit immediate cancellation pursuant to paragraphs B, C, or D.
- F. Unless otherwise provided in the contract plan of operation, when copyrightable material is developed in the course of or under contract, the Contractor is free to copyright the material or permit others to do so. The United States Department of Health and Human Services and HHSC shall have royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use the material for government purposes. The Contractor agrees to defend, or at its option to settle, any claim, suit or proceeding brought against the State of Texas or HHSC on the issue of infringement of any copyright by any product, or any part thereof, supplied by the Contractor to HHSC under this agreement. The Contractor shall pay, subject to limitations set forth in this paragraph, any final judgment entered against the State of Texas or HHSC on such issue in any suit or proceeding defended by the Contractor. The Contractor at its sole option shall be relieved of the foregoing obligation if HHSC fails to notify the Contractor within thirty (30) days in writing of any such claim, suit or proceeding, and at the Contractor's expense, give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. The Contractor shall report to HHSC within thirty (30) days and in reasonable written detail, each notice of claim of copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- G. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- H. Dispute resolution.
 - (a) General agreement of the Parties.
The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under this Contract. The Parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this Section.
 - (b) Duty to negotiate in good faith.
Any dispute that in the judgment of any Party to this Contract may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the Parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties shall be reduced to writing and delivered to all Parties within ten (10) business days.
 - (c) Claims for breach of Contract.
 - (1) *General requirement.* As required by Chapter 2260, Government Code, Contractor's claim for breach of this Contract must resolved in accordance with the dispute resolution process established by HHSC in accordance with Chapter 2260, Government Code.
 - (2) *Negotiation of claims.* The Parties expressly agree that the Contractor's claim for breach of this Contract that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Government Code.
 - (aa) To initiate the process, Contractor must submit written notice to HHSC that specifically states that Contractor invokes the provisions of Chapter 2260, Subchapter B, Government Code. The notice must comply with the requirements of Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

- (bb) The Parties expressly agree that the Contractor's compliance with Chapter 2260, Subchapter B, Government Code, will be a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
 - (3) *Contested case proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Government Code, will be Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by HHSC if the Parties are unable to resolve their disputes under Subsection (c)(2) of this Section.
 - (aa) The Parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Government Code, will be a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices & Remedies Code. Neither the execution of this Contract by HHSC nor any other conduct of any representative of HHSC relating to this Contract shall be considered a waiver of the State's sovereign immunity to suit.
 - (4) *HHSC rules.* The submission, processing and resolution of Contractor's claim is governed by the rules adopted by HHSC pursuant to Chapter 2260, Government Code, found at Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.
 - (5) *Contractor's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by Contractor of any duty or obligation with respect to the performance of this Contract.
- I. This Contract is governed by the laws of the State of Texas and interpreted in accordance with Texas law. Provided Contractor first complies with the dispute resolution procedures set forth in this Contract, proper venue for a claim arising from this Contract will be in a court of competent jurisdiction in Travis County, Texas.

III.

The Contractor agrees to, and will require its subcontractors, if any, to agree to:

- A. Provide to HHSC, in accordance with the procedures prescribed by HHSC, a verified and proper monthly statement of charges (or certification of expenditures if specifically allowed by the terms of this contract) for services, which have been rendered under this contract.
- B. Submit billings by the 15th and statistical documentation as required by HHSC by the 10th day following the last day of the month in which the service is provided. In the event that the required billing and statistical documentation have not been received by the day following the 20th day of the month in which service is provided, this will be considered failure to comply with the contract. Such failure to comply is valid justification for immediate termination of this contract and/or refusal to pay the billings or any portion of the billings that are not submitted within the above stated time limits.
- C. Where specific qualifications are set forth in job descriptions required by HHSC, hire or promote only such personnel unless a waiver of a specific required qualification is obtained in writing from HHSC prior to the hiring or promotion of the individual involved.
- D. Comply with appropriate State Licensing or certification requirements and with such standards as may be prescribed by the Secretary of the United States Department of Health and Human Services.
- E. Participate fully in any evaluation study of this program authorized by HHSC.
- F. Refrain from entering into any subcontract(s) for services without prior approval, or waiver of the right of prior approval, in writing by HHSC of the qualifications of the subcontractor(s) to perform and meet the standards fixed by this contract and its attached Plan(s) of Operation. All subcontracts entered into by the Contractor shall be written and shall be subject to the requirements of this contract. The Contractor agrees that it shall be responsible to HHSC for the performance of any subcontractor.
- G. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal law, rules, and regulations, as well as the applicable State law and regulations. The provision shall not be construed as limiting HHSC's right of access to recipient case records or other information relating to clients served under this contract.
- H. Be responsible for any audit exception or other payment deficiency in the program covered by this contract, and all subcontracts hereunder, which is found to exist after monitoring or auditing by HHSC, or the United States Department of Health and Human Services, and be responsible for the collection and proper reimbursement of any amount paid in excess of the proper billing amount. The contractor further agrees to have a single program-specific audit conducted for

any year in which it expends \$500,000 or more in Federal funds in accordance with provisions of the Office of Management and Budget (OMB) Circular A-133.

- I. Provide the information about ownership or control, past business transactions, and certain other information specified in 42 CFR 455.100-106 when requested to do so by HHSC.
- J. Disclose to HHSC or the Department of Health and Human Services the name of any person who has an ownership or control interest in or is an agent or managing employee of the Contractor who has been convicted of a criminal offense related to the person's involvement in any program under Titles XVIII, XIX, or XX or the Social Security Act since the inception of these programs.
- K. Place in all literature describing its services covered under this contract prominent notices acknowledging HHSC's funding to the Contractor and such notice shall also be placed in the Contractor's annual reports.
- L. Notify HHSC immediately in the event of any significant change affecting the Contractor and Contractor's identity, such as ownership or control, name change, governing board membership, and vendor identification number.
- M. Do not transfer or assign this contract without the prior consent of HHSC.
- N. Use generally accepted accounting procedures as recognized by the American Institute of Certified Public Accountants and follow Department financial management policies and procedures in maintaining any fiscal records required to be kept under this contract.
- O. That if the funding under this Contract exceeds \$100,000, it will comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)
- P. That the following statement required by the Texas Family Code, Section 231.006, is true and correct:

"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate;
- Q. That it is responsible for its behavior as well as the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. The contractor further understands that any remarks, gestures, or actions toward HHSC employees, volunteers, and/or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including revocation of the contract.
- R. In accordance with section 403.055 (h) of the Government Code, the contractor agrees that any payments due to the contractor under this contract will be first applied toward any debt and/or back taxes the contractor owes the State of Texas. Payments will be so applied until such debts and back taxes are paid in full. The clause does not apply if federal law requires payment to be made to contractor for family violence services, and may not apply if federal law conditions the receipt of the money for these goods or services to the state on the basis of payment being made to the contractor.
- S. If at any time during the term of the Agreement subcontractors are used in the delivery of the goods and/or services, the awarded contractor(s) is requested to submit monthly progress reports, in the prescribed format, to HHSC's HUB Program Office.
- T. Provide services in compliance with this contract and with applicable Federal laws and regulation, state laws, and regulations, and Commission policies including service delivery standards.
- U. Comply with Commission rules and regulations pertaining to hearings concerning applicants for and the recipients of services and abide by the decisions rendered by HHSC in such hearings. The contractor shall inform all individuals of their right to such fair hearing, if applicable.
- V. The Contractor certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

IV.

The Contractor further agrees:

- A. For cost reimbursement contracts, to provide HHSC with a detailed statement of charges each month in the format prescribed by HHSC, promptly forward such bill to HHSC along with a statement certifying that the Contractor has expended one hundred percent (100%) of the total bill for services for that month in accordance with procedures prescribed by HHSC.
- B. That certified local resources recognized by HHSC are limited to:
 - (a) Cash expenditures by the Contractor directly related to the provision of service to eligible clients under the terms of the contract;
 - (b) Non-cash expenditures by the Contractor directly related to the provision of service to eligible clients under the terms of the contract limited to depreciation and use charges;

V.

HHSC agrees to:

- A. Make payment based on funding as specified herein and in the attached Plan(s) of Operation, upon receipt of a proper and verified statement after deducting there from all payments for services made by or on behalf of any recipient and/or any previous overpayment made by HHSC.
- B. Recognize the fiscal policies and procedures of the Contractor and its subcontractor(s), if any, except where they are in conflict with generally accepted accounting procedures or Federal and State laws, policies, rules, and regulations.
- C. Perform such evaluation studies that HHSC determines to be necessary and report to the appropriate officers of the Contractor and its subcontractor(s), if any, the preliminary results of the study before the evaluation is concluded and the findings made a matter of record.
- D. A religious or charitable organization is eligible to be a contractor on the same basis as any other private organization. The contractor retains its independence from State and local governments, including the contractor's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, HHSC shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither HHSC's selection of a charitable or faith-based contractor of social services nor the expenditure of funds under this contract is an endorsement of the contractor's charitable or religious character, practices, or expression. The purpose of this contract is the provision of social services; no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization.

A charitable or faith-based provider of social services under this contract shall reasonably apprise all assisted individuals of the following: "Neither HHSC's selection of a charitable or faith-based provider of social services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of social services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or HHSC contract manager"

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996. 42 U.S.C. § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of HHSC to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

- E. The provider must keep records of non-expendable property acquired under the contract for three years and 90 days after final disposition of the property. In this instance, contract period means the beginning date through the ending date in the original agreement/contract; extensions are considered to be separate contract periods.

VI.

The Contractor hereby agrees:

- A. The scope and coverage of the services to be provided by the Contractor and/or subcontract agency(ies) under this contract, the program description and basis for payment for these services, as well as such other components as may be necessary, are described under 45 Code of Federal Regulations § 400.48 – 400.63 for the administration and payment of refugee cash assistance benefits for eligible clients and limited in the attached Plan(s) of Operation, which is (are) hereby incorporated in this contract in its (their) entirety by specific reference. The Plan(s) will be maintained on file with HHSC as

a part of this contract. Any change, modification or amendment thereto, or renewal thereof, must be made with the prior written approval of HHSC except as otherwise provided in this contract and any such change, modification or amendment to, or renewal of, such Plan(s) is not effective until approved by HHSC. Such original contract and Plan(s) of Operation together with any approved amendment as maintained on file by HHSC will be considered to be the controlling instrument in case any dispute arises relative to the wording of any portion of such contract, Plan(s) of Operation, or amendment(s) thereto.

- B. The Plan(s) of Operation, including the basis for payment, will be periodically reviewed and reviewed in its entirety at least once annually. In no case will HHSC be obligated to pay in excess of the Contractor's reimbursable budget or allocation of funds. Should it be determined by HHSC as a result of period review(s) and/or audit(s) that an overpayment has occurred, such overpayment shall be refunded by the Contractor to HHSC.

VII.

INCORPORATION BY REFERENCE

The following marked or listed certification(s) is/are on file with both the Health and Human Services Commission and the Contractor or sub-grantee and is/are hereby incorporated into this contract by specific reference.

The following items (if any) are also incorporated into the contract by specific reference:

- A. HHSC's Uniform Contract Terms and Conditions, Version 1.4.1 (Exhibit A);
- B. The approved Plan of Operations (Exhibit B); and
- C. The approved Budget pages (Exhibit C).

VIII

COST REIMBURSEMENT TERMS:

The Contractor further agrees:

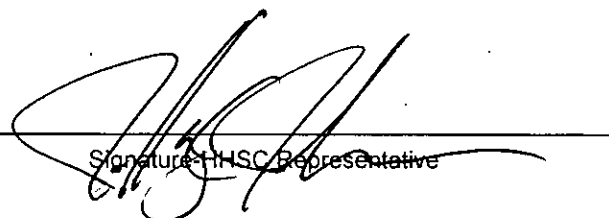
- A. In no case will HHSC be obligated to pay in excess of the Contractor's allowable actual cost which is attributable to client's receiving services under the terms of this contract.
- B. Shifts between cost categories of a budget will be allowed without prior approval if such transfers do not result in a cumulative increase or decrease in any budget item of more than five thousand dollars (or a prorated portion of such amount in cases where the term is less than one year) or five percent of the total budget, whichever is less, as long as those shifts are for allowable items as defined by HHSC. Such shifts must be described and reported within 31 days by letter to HHSC. (Funds will not be available in excess of the total approved amount of the reimbursable budget as originally approved or subsequently amended.)
- C. Prior written approval must be secured:
 - (a) When the transfer between items of more than the above designated amount is involved; lack of prior approval in these instances will be grounds for refusal of the payment of the item or items involved.
 - (b) When a transfer, regardless of the amount, would result in a significant change in the character or scope of the program; lack of prior approval in these instances will be grounds for recovery of such unapproved payments and/or termination of this contract at the option of HHSC.
- D. The Contractor agrees to assume responsibility for the protection, at all times, of all physical property and equipment used at the facility or facilities being maintained to carry out the Plan(s) of Operation and take appropriate measures to ensure meeting this obligation. The Contractor must furnish HHSC with a written factual report of the theft of, or damage to, any equipment which was purchased under this contract, including the circumstances concerning such loss and, in the event of any theft, vandalism, or other offense against said property, must notify appropriate local law enforcement authorities.
- E. The Contractor agrees to provisions set forth in 45 CFR Part 74.32 concerning Post-Award Requirements. Real Property, regarding the return to HHSC of any equipment bought under this contract with funds allocated to the Contractor or its subcontractor(s).
- F. The Contractor agrees that it will not give any security, interest and/or lien or otherwise encumber any item of equipment purchased with contract funds.

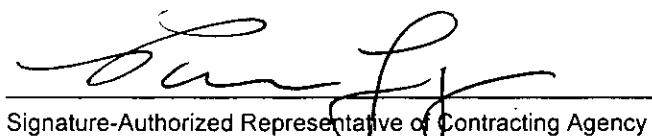
- G. The Contractor agrees to permanently identify all equipment purchased under this contract by appropriate tags or labels affixed thereto and maintain a current inventory of such equipment which will be available to HHSC at all times upon request.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signature and bind themselves effective October 1, 2012
and continuing through September 30, 2013

HEALTH AND HUMAN SERVICES COMMISSION

Name of Contracting Agency
International Rescue Committee, Inc.


Signature-HHSC Representative


Signature-Authorized Representative of Contracting Agency

Print or Type-Name of Commission Representative
Jeffrey C. Johnson Director for Community Services
Date 9/6/12

Print or Type-Name of Contracting Agency Representative
Patricia Long
Title of Contracting Agency Representative
CFO
Date 9/6/12

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee, Inc.
Exhibit A**

HHSC's Uniform Contract Terms and Conditions (UCTC), Version 1.4.1, issued February 4, 2011, can be found at:

http://www.hhsc.state.tx.us/about_hhsc/Contracting/rfp_attach/General_TC.pdf.

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee, Inc.
Exhibit B**

The Approved Plan of Operations

STATE OF TEXAS
Health and Human Services Commission
Office of Immigration and Refugee Affairs
FY 2013 Refugee Cash Assistance Program
Contract Plan of Operation Summary

Contractor: International Rescue Committee, Inc.

Contract Term: October 1, 2012 – September 30, 2013

Contract Number:

Contract Amount: \$201,950

Geographical Area of Services: Dallas County, Texas

Service Description: Provide Refugee Cash Assistance, eligibility determination and payment of client benefit for eligible clients.

Contract Outcomes: The following are required outcomes of your contract:

RCA: Contractors are required to report client activity using the Refugee Data Center (RDC) database. Contractors are required to follow all rules and policies stated in the Refugee Cash Assistance Provider Manual.

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee, Inc.**

Exhibit C

The Approved Budget Pages

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

REFUGEE PROGRAM FFY 2013

Lead Contractor Agency Name International Rescue Committee, Inc.
Address 6500 Greenville Avenue Suite # 500, Dallas, Texas 75206
Contract # 529-
Contract Term (Dates) 10/1/2012 THRU 09/30/2013

PROGRAM REFUGEE CASH ASSISTANCE

Is this the budget of a proposed Subcontractor?

If yes, list the Subcontractor's Name: n/a

Budget Category	Funding
Personnel	\$ 121,020
Fringe Benefits	\$ 33,886
Travel	\$ 381
Equipment/Controlled Assets	\$ -
Supplies	\$ 350
Contractual	\$ -
Other Costs	\$ 28,928
Total Direct Costs	\$ 184,564
Indirect Costs	\$ 17,386
Total	\$ 201,950

Contractual - Subcontractors	Funding
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Contractual Total	\$ -

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

PERSONNEL BUDGET SHEET

AGENCY,	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

	Position Title, Employee Name Justification for "Percent Time" *	Annual Salary	% Time	Program Total
Example 1	Chief Financial Officer, Jane Doe Provides financial accountability of program	\$ 60,000	25.00%	\$ 15,000.00
Example 2	Program Director, John Doe Directly supervises this program's staff	\$ 50,000	10.00%	\$ 5,000.00
1	RCA Program Coordinator, Julie Markovitz Directly supervises RCA program.	\$ 41,484	100.00%	\$ 41,484
2	Deputy Director, Lisa Lewis Provides program oversight and outreach.	\$ 65,232	5.00%	\$ 3,262
3	Case Work Supervisor, Shalaina Harlan Provides employment verifications, compliance updates and outreach.	\$ 40,908	5.00%	\$ 2,045
4	Case Worker, Kaleigh McRae Provides employment verifications, interpretation, compliance updates and outreach.	\$ 31,524	20.00%	\$ 6,305
5	Case Worker, Michele Villarreal Provides employment verifications, interpretation, compliance updates and outreach.	\$ 33,756	20.00%	\$ 6,751
6	Case Worker, Daley Ryan Provides employment verifications, compliance updates and outreach.	\$ 33,696	20.00%	\$ 6,739
7	Case Worker, Aruh Chauhan Provides employment verifications, interpretation, compliance updates and outreach.	\$ 31,824	10.00%	\$ 3,182
8	Assist. Case Worker, Sharefa Daw Provides employment verifications, interpretation, compliance updates and outreach.	\$ 33,816	15.00%	\$ 5,072
9	Assist. Case Worker, To Bi Bae Provides employment verifications, interpretation, compliance updates and outreach.	\$ 30,192	15.00%	\$ 4,529
10	Assist. Case Worker, Lal Suba Provides employment verifications, interpretation, compliance updates and outreach.	\$ 27,324	10.00%	\$ 2,732
11	Res. Manager AB, Susane Lubanga Provides program oversight, compliance updates and outreach - Abilene	\$ 46,752	5.00%	\$ 2,338
12	Case Worker AB, Aikanysh Toibaeva Provides employment verifications, interpretation, compliance updates and outreach - Abilene	\$ 30,996	10.00%	\$ 3,100
13	Assistant Case Worker AB, Marie Gorette Ngrini Provides employment verifications, interpretation, compliance updates and outreach - Abilene	\$ 26,652	5.00%	\$ 1,333
14	Empl. Assistant AB, Bhanu Ghaley Provides interpretation, RCA orientations, check distribution and RCA outreach - Abilene	\$ 26,532	10.00%	\$ 2,653
15	Executive Director, Debi Wheeler Program oversight, supervision and compliance - Dallas and Abilene.	\$ 86,916	15.00%	\$ 13,037
16	Finance Manager, Nihada Sosevic Provides financial services and financial accountability of the program.	\$ 47,399	16.00%	\$ 7,584
17	Finance Coordinator, Yulin Tyler Generates program vouchers, HR paperwork, checkwriting and distributes client checks.	\$ 24,990	16.00%	\$ 3,998
18	Receptionist/Finance Assistant, Maria Lopez Assist with checkwriting and distributing checks.	\$ 30,468	16.00%	\$ 4,875
19				\$ -
20				\$ -
Personnel Total				\$ 121,020

The row directly below "Position Title, Employee Name" is to be used to explain how that Position directly supports the Program in terms of tasks as well as the "% Time" listed.

List non-employee Contract Labor Services (if 099) on "Other Costs" worksheet.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

Fringe Benefits Based on Salaries	%	Applicable Salary	Fringe Total
FICA (7.65%)*	4.46%	\$ 121,020.00	\$ 5,397
Other/Specify**			\$ -
Other/Specify**			\$ -
Total			\$ 5,397

For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.

Fringe Benefits NOT Based on Salaries	Fringe Total
Health Insurance	\$ 12,392
Unemployment	
Workers Comp	\$ 1,283
Short Term Disability	
Long Term Disability	
Retirement	
Pension	
401(k)	
403(b)	\$ 7,878
Other/Specify**	\$ 6,934
Total	\$ 28,488
TOTAL FRINGE BENEFITS \$ 33,886	

The employer's share of payroll taxes and other Fringe Benefits expenses are to be listed on this page. **CHARGES FOR PAYROLL SERVICES ARE TO BE LISTED ON THE "OTHER COSTS" WORKSHEET.**

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65. **IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN STATE IN YOUR BUDGET JUSTIFICATION THAT NON-OIRA FUNDING SOURCES IN YOUR ORGANIZATION ARE TAKING RESPONSIBILITY FOR THOSE COSTS.**

** Use "Other/Specify" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other/Specify" expenses cannot be represented as a common percent, list the percent as 100 and enter the combined total amount of all of the "Other/Specify" expenses under Applicable Salary. **THEN DETAIL ALL OF THE "OTHER/SPECIFY" EXPENSES BY ITEM, UNIT COST, AND TOTAL COST, IN THE BUDGET JUSTIFICATION.**

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

TRAVEL BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
762	0.5	\$ 381
Mileage Total		\$ 381

Explanation for all Out-of-State travel must be documented on the Budget Justification worksheet. Travel rates will differ by location both in-state and out-of-state. NOTE: Prior authorization from HHSC must be received for all Out-of-State Travel (include the expenses for all Out-of-State Travel below).

HOTEL CHARGES (not to exceed the State Rate for In-State Travel)*

City	# Nights	# Rooms	Rate	%	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Hotel Total					\$ -

PER DIEM (not to exceed the State Rate for In-State Travel)

# Persons	# Days	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Per Diem Total				\$ -

AIRFARE

Destination	# Persons	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Airfare Total				\$ -

**** GROUND TRANSPORTATION**

Service	Amount	%	Total
Taxis			\$ -
Airport Shuttles			\$ -
Other **			\$ -
Ground Transportation Total			\$ -

**** TRAVEL-RELATED PARKING**

Location	Amount	%	Total
Airport			\$ -
Other **			\$ -
Parking Total			\$ -

Travel Grand Total	\$ 381
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*Unless the contractor has an agency-wide, Board-approved policy, Rates must be reasonable and adhere to state rates noted.
** Provide a detail explanation/calculations for the travel related expenses under this section in the budget justification.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

NOTE: After listing all of the Supplies in the Description categories below, itemize ALL of the Supplies by Item, Unit Cost, and Total Cost in the Itemization Box (except General Office Supplies).

Description	Amount
General Office Supplies	\$ 350
Client Education Supplies	
Client Employment-Training Supplies	
Client Work Clothes and Tools	
Electronic Supplies	
Furniture	
Other Supplies	
Supplies Total	\$ 350

ITEMIZATION: Below, list all Items, Unit Costs, and Total Cost Extensions to Match the Line-Item "Amount" column above (do NOT list, itemize, or detail the General Office Supplies below). For each item, also briefly describe why it is Needed and Necessary for the program.

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**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

OTHER COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

NOTE: Please read the category headings carefully before entering the expenses.

NOTE: If expenditure is charged directly to program, the % will be 100%, and check Line Item Box.

Description	Agency/Annual Expense	Program %	Total	
RENT			\$ 16,890	
Main Office	\$ 105,561.00	16.00%	\$ 16,890	
Satellite Office/Off Site/Classroom			\$ -	
UTILITIES			\$ 3,006	Utilities
Main Office	\$ 20,040.00	15.00%	\$ 3,006	<input type="checkbox"/> Included in Rent
Satellite Office/Off Site/Classroom			\$ -	
ADMINISTRATIVE			\$ 6,422	
Accounting Fees			\$ -	
Advertising			\$ -	<input type="checkbox"/> Line Item
Audit Fees			\$ -	
Copier Leases	\$ 10,920.00	15.00%	\$ 1,638	<input type="checkbox"/> Line Item
Copier Maintenance Agreements			\$ -	<input type="checkbox"/> Line Item
Insurance (D&O, Fidelity, Liability)	\$ 11,736.00	15.00%	\$ 1,760	
Janitorial Services			\$ -	
Payroll Services			\$ -	
Postage and Overnight Shipping	\$ 2,280.00	15.00%	\$ 342	<input type="checkbox"/> Line Item
Printing	\$ 720.00	15.00%	\$ 108	<input type="checkbox"/> Line Item
Security			\$ -	
Telephones/Pagers	\$ 17,160.00	15.00%	\$ 2,574	<input type="checkbox"/> Line Item
OTHER/ADMINISTRATIVE			\$ 1,890	
ISP/Internet/Website Services	\$ 12,600.00	15.00%	\$ 1,890	<input type="checkbox"/> Line Item
Membership Dues			\$ -	<input type="checkbox"/> Line Item
Subscriptions/Publications			\$ -	<input type="checkbox"/> Line Item
DIRECT CLIENT SERVICES			\$ -	
Childcare			\$ -	<input type="checkbox"/> Line Item
Bus Passes			\$ -	<input type="checkbox"/> Line Item
Taxi Vouchers			\$ -	<input type="checkbox"/> Line Item
Other Transportation			\$ -	<input type="checkbox"/> Line Item
Translation/Interpretation			\$ -	<input type="checkbox"/> Line Item
Client PRP Exams/Fees			\$ -	<input type="checkbox"/> Line Item
Vocational Course Fees			\$ -	<input type="checkbox"/> Line Item
OJT Subsidies			\$ -	<input type="checkbox"/> Line Item
OTHER (LIST)			\$ 720	
Conference Fees			\$ -	<input type="checkbox"/> Line Item
Staff Training			\$ -	<input type="checkbox"/> Line Item
Leased Vehicle Expenses			\$ -	<input type="checkbox"/> Line Item
Software Agreements	\$ 3,000.00	15.00%	\$ 450	<input type="checkbox"/> Line Item
Bank Fees	\$ 1,800.00	15.00%	\$ 270	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
Other Total			\$ 28,928	

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

	Indirect Cost Rate Agreement
Type	Provisional
Effective Period	10/01/2010 Until Amended
Rate	9.42%
Applicable To	US Programs
Base	Indirect charges have been computed at 9.42% of direct program charges and sub

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 184,564.07	9.42%	\$ 17,386
Indirect Costs Total		\$ 17,386

Attach a Copy of the current Signed Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

**Assistance in Determining the Base Amount when the
Approved Base Involves All Direct Costs:**

T = Total Contract Award (or Total Contract Award minus costs not chargeable as Direct Costs)

R = Indirect Cost Rate Agreement

Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	$\frac{T}{(1 + R)}$
---------------	---------------------

Example (using a Rate of 12.1%)

T = \$91,465.00

$(1 + R) = 1 + 12.1\% = 1.121$

Base = \$91,465.00 / 1.121 = \$81,592.33

Texas Health and Human Services Commission (HHSC)
Office of Immigration and Refugee Affairs (OIRA)
BUDGET JUSTIFICATION

AGENCY	International Rescue Committee, Inc.
SUB	n/a
PROGRAM	REFUGEE CASH ASSISTANCE

Budget Category	
Fringe Benefits - Provide clear calculations and details of the "Other/Specify" Line Item. Provide names of other funding sources if your agency charges less than 7.65% for FICA.	
FICA is calculated over all the salaries paid by IRC HQ, the cap on FICA comes into effect thereby reducing the overall rate for the org.	
FICA is comprised of 2 rates-1.45% on full salary and 4.2% up to the first \$110,100 earned.	
Life and Accident Insurance 1.16%, Medicare 1.08%, Other Insurance and Benefits 3.49%	
Travel - detail the Out-of-State Travel (purpose of trip and staff) & provide detailed calculations of items listed under Out of State travel, Ground Transportation, Parking, and/or Other	
Out of State Travel:	
Purpose of Trip:	
Hotel calculations	
Per diem calculations	
Airfare	
Ground Transportation (out of State)	
Travel Related Parking (out of State)	
Other:	
Ground Transportation (in- State):	
Taxis:	
Airport Shuttles:	
Other:	
Travel Related Parking (in State)	
Airport Parking:	
Other:	
Capital Equipment & Controlled Assets - detail the Need and Necessity of the items	
Capital Equipment Total	
Other Costs - provide clear calculations (formula) for each amount listed in the Agency Annual Expense column. If the amount is charged 100% directly to the program then indicate the total amount as a "direct cost based on historical expense" or "annual flat fee".	
Rent	
	Main Office: \$13,4885per sq ft X 7,826sqft=\$105,561*16%(program share of total agency budget)
Utilities	
	Main Office \$1,670 per month X 12 months = \$20,040*15%(program share of total agency budget)
	Satellite Office/Off Site/Classroom
Administrative	
	Accounting Fees
	Advertising
	Audit Fees
	Copier Leases \$910 per month X 12 months = \$10,920 *15%(program share of total agency budget)
	Copier Maintenance Agreements
	Insurance (D&O, Fidelity, Liability) \$2,934 per quarter X 4 quarters= \$11,736 *15%(program share of total agency budget)
	Janitorial Services
	Payroll Services
	Postage and Overnight Shipping \$190 per month X 12 months = \$2,280 *15% (program share of total agency budget)
	Printing \$60 per month X 12 months=\$720 *15%(program share of total agency budget)
	Security
	Telephones/Pagers \$1,430 per month X 12 months = \$17,160 *15%(program share of total agency budget)
Other Administrative	
	ISP/Internet/Website Services \$1,050 per month X 12 months= \$12,600*15%(program share of total agency budget)
	Membership Dues
	Subscription/Publications
Direct Client Services	
	Childcare:
	Bus Passes:
	Taxi Vouchers
	Other Transportation
	Translation/Interpretation:
	Client PRP Exams/Fees:
	Vocational Course Fees
	OJT Subsidies
Other	
	Conference Fees:
	Staff Training
	Leased Vehicle Expenses
	Software Agreements \$3,000 a year *15%(program share of total agency budget)
	Bank Fees \$150 per month *12 months=\$1,800*15%(program share of total agency budget)



State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Printed Name

Patricia Long

Title

Date

CFO

9/6/12



State of Texas
Health & Human Services Commission

Nondisclosure Statement

Acknowledgment

As a contractor to the Texas Health & Human Services Commission, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Health & Human Services Commission, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Health & Human Services Commission;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Health & Human Services Commission contract number HHSC-____-____-____;
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Health & Human Services Commission and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

Agreement

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Health & Human Services Commission – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number HHSC-____-____-____;
- to provide advice, opinion or recommendation requested by the Texas Health & Human Services Commission in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Health & Human Services Commission in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.

I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- when authorized in writing by the Project Manager employed by the Texas Health & Human Services Commission;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Health & Human Services Commission;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number HHSC-____-____-____, either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Health & Human Services Commission as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

Signature

Patricia Long

Printed Name

Date

9/6/12

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- 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".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 \$100,000 for each such failure.

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

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor International Rescue Committee, Inc.	Vendor ID No. or Social Security No. <div style="background-color: black; width: 100px; height: 1.2em;"></div>	HHSC Contract No. (if applicable)
----------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------	-----------------------------------

Name of Authorized Representative (type or print) Patricia Long	Title CFO
---------------------------------------------------------------------------	---------------------

Signature--Authorize Representative

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

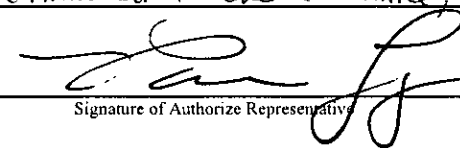
Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor International Rescue Committee, Inc.	Vendor ID No. or Social Security No. <div style="background-color: black; width: 100px; height: 20px;"></div>	HHSC Contract No. (if applicable) <div style="background-color: black; width: 100px; height: 20px;"></div>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature of Authorized Representative </div> <div style="text-align: center;"> 9/6/18 Date </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> Printed/Typed Name and Title of Authorized Representative Patricia Long, CFO </div> </div>		

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Form Number: CPP0434

HHSC Contract No. _____

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.


Authorized signature

International Rescue Committee, Inc.
Name of Contractor/Vendor

9/6/18
Date

Patricia Long
Printed Name of Individual

CFO
Title of Individual

Effective Date: 04/02/2007

Revision Date:

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
Contract Amendment One

The Texas Health and Human Services Commission, hereinafter referred to as the Commission, and, **International Rescue Committee, Inc.** hereinafter referred to as the Contractor, entered into a contract effective October 1, 2013 through September 30, 2014, for the purpose of providing Refugee Cash Assistance. The Commission and the Contractor may be referred to collectively as the "Parties", or either may be referred to singularly as the "Party".

I.

The Refugee Cash Assistance (RCA) Program is authorized by Code of Federal Regulation (CFR) 45, Part 400, and funded by the Refugee Cash and Medical Assistance (RCMA) Grant – Catalogue of Federal and Domestic Assistance (CFDA) # 93.566. The Texas Health and Human Service Commission is a Texas state agency responsible for administering some of the public welfare programs under the Social Security Act. Federal law and regulations, as well as State law in Chapter 22 of the Human Resources Code, permit and authorize HHSC, subject to certain limitations, to enter into agreements with public or private agencies for the purpose of providing social and/or other services for the benefit of eligible individuals and to accept and expend funds received from public or private agencies for such purpose. Since the Contractor desires to provide services for the benefit of certain eligible individuals as described herein, HHSC and the Contractor make this contract amendment.

The Parties agree to renew this contract for federal fiscal year 2014 to continue the contract service provision. The total amount of this contract, as renewed, is increased by \$203,060 for a revised total of \$405,010.

II.

The renewed Plan(s) will be maintained on file with the Commission as a part of the contract amendment. Any change, modification or amendment thereto, must be made with the prior written approval of the Commission except as otherwise provided in this amendment and any such change, modification or amendment, of, such Plan(s) is not effective until approved by the Commission. Such original contract documents, including the Plan of Operation Summary and Budget, together with any approved amendment maintained on file by the Commission will be considered to be the controlling instrument in case any dispute arises relative to the wording of any portion of such contract, implementation plan or amendment thereto.

This Amendment between the Parties consists of this Agreement; the attached Plan of Operations (attached and incorporated by reference as Exhibit A) and Budget (attached and incorporated by reference as Exhibit B).

III.

In accordance with the requirements of § 2155.005, Texas Government Code, the Contractor hereby certifies that neither the Contractor, nor the person represented by the Contractor, nor any person acting for the represented person has: (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commerce Code, or the federal antitrust laws; or directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

HHSC Contract No. 529-13-0021-00001A

The following marked or listed certification(s) is/are on file with both the Health and Human Services Commission and the Contractor or sub-grantee and is/are hereby incorporated into this contract by specific reference:

- (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts;
- (2) Certification Regarding Federal Lobbying;
- (3) Child Support Certification;
- (4) Nondisclosure Statement; and
- (5) Anti-Trust Certification.

IV.

The contract amendment is effective October 1, 2013 through September 30, 2014. All other terms and conditions of the contract not in conflict with this renewed contract are continued in full force and effect.

V.

Each party has caused its authorized representative to execute this renewed contract as of the Effective Date.

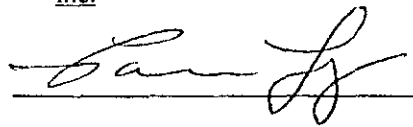
Texas Health and Human Services Commission Agency Name: International Rescue Committee, Inc.

By: 

Printed Name: Kyle L. Janek, M.D.

Title: Executive Commissioner

Date: 9.17.13

By: 

Printed Name: Patricia Long

Title: CFO/Senior Vice-President, Finance and Administration

Date: 8/19/13

HHSC Contract No. 529-13-0021-00001A

**AMENDMENT ONE
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
INTERNATIONAL RESCUE COMMITTEE, INC.
FOR
REFUGEE CASH ASSISTANCE PROGRAM**

**EXHIBIT A
CONTRACTOR'S APPROVED PLAN OF OPERATIONS**

STATE OF TEXAS
Health and Human Services Commission
Office of Immigration and Refugee Affairs

FY 2014 Refugee Cash Assistance Program
Contract Plan of Operation Summary

Contractor: International Rescue Committee, Inc.

Contract Term: 10/01/2013 – 09/30/2014

Contract Number: 529-13-0021-00001A

Contract Amount: \$203,060

Geographical Area of Services: Dallas County, Texas

Service Description: Provide Refugee Cash Assistance, eligibility determination and payment of client benefit for eligible clients.

Contract Outcomes: The following are required outcomes of your contract:

RCA: Contractors are required to report client activity using the Refugee Data Center (RDC) database. Contractors are required to follow all rules and policies stated in the Refugee Cash Assistance Provider Manual.

HHSC Contract No. 529-13-0021-00001A

**AMENDMENT ONE
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
INTERNATIONAL RESCUE COMMITTEE, INC.
FOR
REFUGEE CASH ASSISTANCE PROGRAM**

**EXHIBIT B
APPROVED BUDGET**

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

REFUGEE PROGRAM FFY 2014

Lead Contractor Agency Name International Rescue Committee, Inc.
Address 6500 Greenville Avenue Suite # 500, Dallas, Texas 75206
Contract # 529-13-0021-00001A
Contract Term (Dates) 10/1/2013 THRU 09/30/2014

PROGRAM REFUGEE CASH ASSISTANCE

Is this the budget of a proposed Subcontractor? ☐ no

If yes, list the Subcontractor's Name:

Budget Category	Funding
Personnel	\$ 108,967.98
Fringe Benefits	\$ 30,511.04
Travel	\$
Equipment/Controlled Assets	\$ 695.00
Supplies	\$ 2,764.00
Contractual	\$
Other Costs	\$ 42,369.25
Total Direct Costs	\$ 185,307.27
Indirect Costs	\$ 17,752.44
Total	\$ 203,060

Contractual - Subcontractors	Funding
	0 \$
	0 \$
	0 \$
	0 \$
	0 \$
Contractual Total	\$

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee, Inc.			
SUB	0			
PROGRAM	REFUGEE CASH ASSISTANCE			
	Position Title, Employee Name	Annual Salary	% Time	Program Total
Example 1	Chief Financial Officer, Jane Doe	\$ 60,000	25.00%	\$ 15,000.00
	Provides financial accountability of program			
Example 2	Program Director, John Doe	\$ 50,000	10.00%	\$ 5,000.00
	Directly supervises this program's staff			
1	RCA Program Coordinator, Julie Markovitz	\$ 43,140	100.00%	\$ 43,140
	Directly supervises RCA program			
2	Deputy Director, Lisa Lewis	\$ 67,846	2.00%	\$ 1,357
	Provides program oversight and outreach			
3	Employment Emp. Spec. Yukari Garcia	\$ 30,591	20.00%	\$ 6,118
	Directly supervises RCA program in Abilene			
4	Res. Director, Susanne Lubanga	\$ 57,018	2.00%	\$ 1,140
	Provides program oversight and outreach			
5	Executive Director, Debi Wheeler	\$ 89,520	25.00%	\$ 22,380
	Program oversight, supervision and compliance			
6	Finance Manager, Nihada Sosevic	\$ 57,997	25.00%	\$ 14,499
	Provides financial services and financial accountability of the program			
7	Finance Coordinator, Vacant	\$ 16,952	25.00%	\$ 4,238
	Generates program vouchers, check writing and distributing			
8	Receipt/Finance Assistant, Ana Galindo	\$ 28,681	25.00%	\$ 7,170
	Generates program vouchers, check writing and distributing			
9	HR Coordinator, Vacant	\$ 35,700	25.00%	\$ 8,925
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
Personnel Total				\$ 108,968

The row directly below "Position Title, Employee Name" is to be used to explain how that Position directly supports the Program in terms of tasks as well as the "% Time" listed.

List non-employee Contract Labor Services (1099) on "Other Costs" worksheet.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

FRINGE BENEFITS BUDGET SHEET

AGENCY **International Rescue Committee, Inc**
SUB **0**
PROGRAM **REFUGEE CASH ASSISTANCE**

Fringe Benefits Based on Salaries	%	Applicable Salary	Fringe Total
FICA (7.65%)*	4.99%	\$ 108,968.00	\$ 5,438
Other/Specify**			\$ -
Other/Specify**			\$ -
Total			\$ 5,438

For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.

Fringe Benefits NOT Based on Salaries	Fringe Total
Health Insurance	\$ 10,940
Unemployment	\$ -
Workers Comp	\$ 2,267
Short Term Disability	\$ -
Long Term Disability	\$ -
Retirement	\$ -
Pension	\$ -
401(k)	\$ -
403(b)	\$ 6,745
Other/Specify**	\$ 5,121
Total	\$ 25,074
TOTAL FRINGE BENEFITS \$ 30,511	

The employer's share of payroll taxes and other Fringe Benefits expenses are to be listed on this page. CHARGES FOR PAYROLL SERVICES ARE TO BE LISTED ON THE OTHER COSTS WORKSHEET.

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65%. IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN STATE IN YOUR BUDGET JUSTIFICATION THAT NON-OIRA FUNDING SOURCES IN YOUR ORGANIZATION ARE TAKING RESPONSIBILITY FOR THOSE COSTS.

** Use "Other/Specify" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other/Specify" expenses cannot be represented as a common percent, list the percent as 100 and enter the combined total amount of all of the "Other/Specify" expenses under Applicable Salary. THEN DETAIL ALL OF THE OTHER/SPECIFY EXPENSES BY ITEM, UNIT, COST, AND TOTAL COST, IN THE BUDGET JUSTIFICATION.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

TRAVEL BUDGET SHEET

AGENCY **International Rescue Committee, Inc.**
SUB **0**
PROGRAM **REFUGEE CASH ASSISTANCE**

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
0		\$ -
Mileage Total		\$ -

Explanation for all Out-of-State travel must be documented on the Budget Justification worksheet. Travel rates will differ by location both in-state and out-of-state. NOTE: Prior authorization from HHSC must be received for all Out-of-State Travel (include the expenses).

HOTEL CHARGES (not to exceed the State Rate for In-State Travel)*

City	# Nights	# Rooms	Rate	%	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Hotel Total					\$ -

PER DIEM (not to exceed the State Rate for In-State Travel)

# Persons	# Days	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Per Diem Total				\$ -

AIRFARE

Destination	# Persons	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Airfare Total				\$ -

**** GROUND TRANSPORTATION**

Service	Amount	%	Total
Taxis			\$ -
Airport Shuttles			\$ -
Other **			\$ -
Ground Transportation Total			\$ -

**** TRAVEL-RELATED PARKING**

Location	Amount	%	Total
Airport			\$ -
Other **			\$ -
Parking Total			\$ -

Travel Grand Total \$ -

*Unless the contractor has an agency-wide Board-approved policy, Rates must be reasonable and adhere to state rates noted.

** Provide a detail explanation/calculations for the travel related expenses under this section in the budget justification.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

EQUIPMENT BUDGET SHEET

AGENCY **International Rescue Committee, Inc.**
SUB **0**
PROGRAM **REFUGEE CASH ASSISTANCE**

Capital equipment is defined as equipment having a lifespan of at least one (1) year and an original value over \$5,000. All capital equipment that meets this threshold requires pre-approval before purchasing.

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to video recorders, cameras, projectors, CD players, TVs, VCRs, camcorders, DVD players), computers and communication devices and systems (such as but not limited to FAX machines, cell phones, handheld radios, Blackberry devices, pagers, telecopiers) greater than \$500. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Capital Equipment

Description	Life Expectancy	Amount	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment				\$ -

Controlled Assets

Description	Life Expectancy	Amount	%	Total
1 desktop computer	3	\$ 695.00	100.00%	\$ 695
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Controlled Asset Total				\$ 695
Total Controlled Assets/Equipment				\$ 695

NOTES:

1. In the Budget Justification, list the Equipment Total/Controlled Assets (just the Grand Total--do not duplicate the information above) and provide an explanation of the Need and Necessity for the Equipment/Asset.
2. Capital Equipment and Supplies with a Unit Cost of \$1,000 or more and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

SUPPLIES BUDGET SHEET

AGENCY **International Rescue Committee, Inc.**
 SUB **0**
 PROGRAM **REFUGEE CASH ASSISTANCE**

NOTE: After listing all of the Supplies in the Description categories below, itemize ALL of the Supplies by Item, Unit Cost, and Total Cost in the Itemization Box (except General Office Supplies).

Description	Amount
General Office Supplies	\$ 2,764
Client Education Supplies	\$ -
Client Employment Training Supplies	\$ -
Client Work Clothes and Tools	\$ -
Electronic Supplies	\$ -
Furniture	\$ -
Other Supplies	\$ -
Supplies Total	\$ 2,764

ITEMIZATION: Below, list all Items, Unit Costs, and Total Cost Extensions to Match the Line Item "Amount" column above (do NOT list, itemize, or detail the General Office Supplies below). For each item, also briefly describe why it is Needed and Necessary for the program.

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**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

OTHER COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	REFUGEE CASH ASSISTANCE

NOTE: Please read the category headings carefully before entering the expenses.

NOTE: If expenditure is charged directly to program, the % will be 100%, and check Line Item Box.

Description	Agency Annual Expense	Program %	Total	
RENT			\$ 26,390	
Main Office	\$ 105,561.00	25.00%	\$ 26,390	
Satellite Office/Off Site/Classroom			\$ -	
UTILITIES			\$ -	
Main Office			\$ -	<input type="checkbox"/> Utilities Included in Rent
Satellite Office/Off Site/Classroom			\$ -	
ADMINISTRATIVE			\$ 10,704	
Accounting Fees			\$ -	
Advertising			\$ -	<input type="checkbox"/> Line Item
Audit Fees			\$ -	
Copier Leases	\$ 10,920.00	25.00%	\$ 2,730	<input type="checkbox"/> Line Item
Copier Maintenance Agreements			\$ -	<input type="checkbox"/> Line Item
Insurance (D&O, Fidelity, Liability)	\$ 11,736.00	25.00%	\$ 2,934	
Janitorial Services			\$ -	
Payroll Services			\$ -	
Postage and Overnight Shipping	\$ 2,280.00	25.00%	\$ 570	<input type="checkbox"/> Line Item
Printing	\$ 720.00	25.00%	\$ 180	<input type="checkbox"/> Line Item
Security			\$ -	
Telephones/Pagers	\$ 17,160.00	25.00%	\$ 4,290	<input type="checkbox"/> Line Item
OTHER ADMINISTRATIVE			\$ 3,150	
ISP/Internet/Website Services	\$ 12,600.00	25.00%	\$ 3,150	<input type="checkbox"/> Line Item
Membership Dues			\$ -	<input type="checkbox"/> Line Item
Subscriptions/Publications			\$ -	<input type="checkbox"/> Line Item
DIRECT CLIENT SERVICES			\$ -	
Childcare			\$ -	<input type="checkbox"/> Line Item
Bus Passes			\$ -	<input type="checkbox"/> Line Item
Taxi Vouchers			\$ -	<input type="checkbox"/> Line Item
Other Transportation			\$ -	<input type="checkbox"/> Line Item
Translation/Interpretation			\$ -	<input type="checkbox"/> Line Item
Client PRP Exams/Fees			\$ -	<input type="checkbox"/> Line Item
Vocational Course Fees			\$ -	<input type="checkbox"/> Line Item
OJT Subsidies			\$ -	<input type="checkbox"/> Line Item
			\$ -	
OTHER (LIST)			\$ 2,125	
Conference Fees			\$ -	<input type="checkbox"/> Line Item
Staff Training			\$ -	<input type="checkbox"/> Line Item
Leased Vehicle Expenses			\$ -	<input type="checkbox"/> Line Item
Software agreement	\$ 3,000.00	25.00%	\$ 750	<input type="checkbox"/> Line Item
Bank Fees	\$ 2,400.00	25.00%	\$ 600	<input type="checkbox"/> Line Item
IT Hardware	\$ 3,100.00	25.00%	\$ 775	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
Other Total			\$ 42,369	

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

INDIRECT COSTS BUDGET SHEET

AGENCY **International Rescue Committee, Inc.**
SUB **0**
PROGRAM **REFUGEE CASH ASSISTANCE**

Type **Indirect Cost Rate Agreement**
Effective Period **Provisional**
Rate **10/1/2011 until amended**
Applicable To **9.58%**
Base **US Programs**
provisional per the Negotiated Indirect Cost Rate Agreement with IRC's

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 185,307.27	9.58%	\$ 17,752
Indirect Costs Total		\$ 17,752

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

**Assistance in Determining the Base Amount when the
Approved Base involves All Direct Costs:**

T = Total Contract Award (or Total Contract Award minus costs not chargeable as Direct Costs)
R = Indirect Cost Rate Agreement
Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	T
	(1 + R)

Example (using a Rate of 12.1%)

T = \$91,465.00

(1 + R) = 1 + 12.1% = 1.121

Base = \$91,465.00 / 1.121 = \$81,592.33

Texas Health and Human Services Commission (HHSC)
Office of Immigration and Refugee Affairs (OIRA)
BUDGET JUSTIFICATION

AGENCY	International Rescue Committee, Inc.
SUB	01
PROGRAM	REFUGEE CASH ASSISTANCE

Budget Category	
Fringe Benefits: Provide clear calculations and details of the "Other/Specify" Line Item. Provide names of other funding sources if your agency charges less than 7.65% for FICA.	
of 2 rates: 1.45% on full salary and 3.54% up to the first \$113,700 earned.	
Other/Specify: Life and Accident Insurance 1.14%, staff professional training 1.15%, and other insurance and benefits 2.41%.	
Travel: detail the Out-of-State Travel (purpose of trip and staff) & provide detailed calculations of items listed under Out of State travel: Ground Transportation, Parking, and/or Other.	
Out of State Travel	
Purpose of Trip:	
Hotel calculations	
Per diem calculations	
Airfare	
Ground Transportation (out of State)	
Travel Related Parking (out of State)	
Other:	
Ground Transportation (in- State)	
Taxis:	
Airport Shuttles:	
Other:	
Travel Related Parking (in State)	
Airport Parking:	
Other:	
Capital Equipment & Controlled Assets: detail the Need and Necessity of the items.	
Capital Equipment Total	
Other Costs: provide clear calculations (formula) for each amount listed in the Agency Annual Expense column. If the amount is charged 100% directly to the program then indicate the total amount as a direct cost based on historical expense or annual flat fee.	
Rent	
	Main Office: \$13,4885 per sq ft X 7,826 sqft = \$105,561 * 25% (program share of total agency budget)
	Satellite Office/Off Site/Classroom
Utilities	
	Main Office
	Satellite Office/Off Site/Classroom
Administrative	
	Accounting Fees
	Advertising
	Audit Fees
	Copier Leases \$910 per month X 12 months = \$10,920 * 25% (program share of total agency budget)
	Copier Maintenance Agreements
	Insurance (D&O, Fidelity, Liability) \$2,934 per quarter X 4 quarters = \$11,736 * 25% (program share of total agency budget)
	Janitorial Services
	Payroll Services
	Postage and Overnight Shipping \$190 per month X 12 months = \$2,280 * 25% (program share of total agency budget)
	Printing \$60 per month X 12 months = \$720 * 25% (program share of total agency budget)
	Security
	Telephones/Pagers \$1,430 per month X 12 months = \$17,160 * 25% (program share of total agency budget)
Other Administrative	
	ISP/Internet/Website Services \$1,050 per month X 12 months = \$12,600 * 25% (program share of total agency budget)
	Membership Dues
	Subscription/Publications
Direct Client Services	
	Childcare
	Bus Passes
	Taxi Vouchers
	Other Transportation
	Translation/Interpretation
	Client PRP Exams/Fees
	Vocational Course Fees
	OJT Subsidies
Other	
	Conference Fees:
	Staff Training
	Leased Vehicle Expenses
	Software Agreements \$3,000 a year * 25% (program share of total agency budget)
	Bank Fees \$200 per month * 12 months = \$2,400 * 25% (program share of total agency budget)
	IT Hardware updating in the amount of \$3,100 * 25% (program share of total budget)

HHSC Contract No. 529-13-0021-00001B

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
Amendment B**

The Texas Health and Human Services Commission, hereinafter referred to as the Commission, and, International Rescue Committee hereinafter referred to as the Contractor, entered into a contract effective October 1, 2013 through September 30, 2014, for the purpose of providing Refugee Cash Assistance. The Commission and the Contractor may be referred to collectively as the "Parties", or either may be referred to singularly as the "Party".

I.

The Parties agree to amend this contract to provide additional funds. The total amount of this contract, as amended, is increased by \$198,868 for a revised contract total of \$603,878.

II.

The amended Plan(s) will be maintained on file with the Commission as a part of the contract amendment. Any change, modification or amendment thereto, must be made with the prior written approval of the Commission except as otherwise provided in this amendment and any such change, modification or amendment, of, such Plan(s) is not effective until approved by the Commission. Such original contract documents, including the Plan of Operation and Budget, together with any approved amendment maintained on file by the Commission will be considered to be the controlling instrument in case any dispute arises relative to the wording of any portion of such contract, implementation plan or amendment thereto.

III.

In accordance with the requirements of § 2155.005, Texas Government Code, the Contractor hereby certifies that neither the Contractor, nor the person represented by the Contractor, nor any person acting for the represented person has: (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commerce Code, or the federal antitrust laws; or directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

In addition, the contractor agrees to, and will require its subcontractors, if any, to agree to comply with the following governing laws and regulations:

- 1) Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C. § 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Agreement.
- 2) Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f) Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
 - g) HHSC Administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

HHSC Contract No. 529-13-0021-00001B

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded in participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- 3) Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor also agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- 4) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 5) Upon request, contractor will provide HHSC with copies of all of the contractor's civil rights policies and procedures.
- 6) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

The following marked or listed certification(s) is/are on file with both the Health and Human Services Commission and the Contractor or sub-grantee and is/are hereby incorporated into this contract by specific reference:

- (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts;
- (2) Certification Regarding Federal Lobbying;
- (3) Child Support Certification;
- (4) Nondisclosure Statement; and
- (5) Anti-Trust Certification.

HHSC Contract No. 529-13-0021-00001B

IV.

The contract amendment is effective October 1, 2014 through September 30, 2015. All other terms and conditions of the contract not in conflict with this amended contract are continued in full force and effect.

V.

Each party has caused its authorized representative to execute this amended contract as of the Effective Date.

Texas Health and Human Services
Commission

By: 

Printed Name: Kyle L. Janek, M.D.

Title: Executive Commissioner

Date: 9-25-14

Agency Name: INTERNATIONAL RESCUE COMMITTEE

By: 

Printed Name: PATRICIA LONG

Title: Senior Vice President of Finance & Administration
CFO

Date: 9/10/2014

HHSC Contract No. 529-13-0021-00001B

**AMENDMENT B
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
International Rescue Committee
FOR
REFUGEE CASH ASSISTANCE**

**EXHIBIT A
CONTRACTOR'S APPROVED PLAN OF OPERATIONS**

STATE OF TEXAS
Health and Human Services Commission
Office of Immigration and Refugee Affairs

FY 2015 Refugee Cash Assistance Program
Contract Plan of Operation Summary

Contractor: International Rescue Committee

Contract Term: 10/01/2014 – 09/30/2015

Contract Number: 529-13-0021-00001B

Contract Amount: \$198,868

Geographical Area of Services: Dallas County

Service Description: Provide Refugee Cash Assistance, eligibility determination and payment of client benefit for eligible clients.

Contract Outcomes: The following are required outcomes of your contract:

RCA: Contractors are required to report client activity using the Refugee Data Center (RDC) database. Contractors are required to follow all rules and policies stated in the Refugee Cash Assistance Provider Manual.

HHSC Contract No. 529-13-0021-00001B

**AMENDMENT B
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
International Rescue Committee
FOR
REFUGEE CASH ASSISTANCE**

**EXHIBIT B
APPROVED BUDGET**

Budget Category	Funding		
Personnel	\$ 111,694		
Fringe Benefits	\$ 31,274		
Travel	\$ 336		
Equipment/Controlled Assets	\$ -		
Supplies	\$ 1,810		
Contractual	\$ -	>>>>	Contractual - Subcontractors
Other Costs	\$ 37,099		\$ -
Total Direct Costs	\$ 182,214		\$ -
Indirect Costs	\$ 16,654		\$ -
Total	\$ 198,868		\$ -
			\$ -
			\$ -
			Contractual Total \$ -

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Cash Assistance

	Position Title, Employee Name	Annual Salary	% Time	Program Total	FT or PT position	Justification for % Time Explain how this Position directly supports the Program in terms of tasks as well as the % Time listed.
<i>Example 1</i>	Chief Financial Officer, Jane Doe	\$ 60,000	25.00%	\$ 15,000.00	FT	Provides financial accountability of program
1	RCA Program Coordinator-Julia Markovitz	\$ 44,868	100.00%	\$ 44,868	FT	Directly supervises RCA Program
2	Econ. Empow. Spec.-Yukari Garcia	\$ 30,585	35.00%	\$ 10,705	FT	Directly supervises RCA Program in Abilene
3	Deputy Director-Lisa Lewis	\$ 70,584	5.00%	\$ 3,529	FT	Provides program oversight and outreach
4	Resettlement Director-Susanna Lubanga	\$ 59,316	5.00%	\$ 2,966	FT	Provides program oversight and outreach in Abilene
5	Executive Director-Debi Wheeler	\$ 92,208	20.00%	\$ 18,442	FT	Program oversight, supervision, and compliance
6	Finance Manager-Nihada Sosevic	\$ 60,312	20.00%	\$ 12,062	FT	Provides financial services and financial accountability of the program
7	Finance Coordinator-Mioara Cotet	\$ 17,808	20.00%	\$ 3,562	PT	Generates monthly reports, submitting invoices for payments
8	Finance Coordinator-Vacant	\$ 33,396	15.00%	\$ 5,009	FT	Generates program vouchers, check writing and distributing
9	Operations Coordinator-Milagros Cruz	\$ 40,800	15.00%	\$ 6,120	FT	Oversees check pick up
10	Receptionist/Finance Assistant-Ana Galindo	\$ 29,544	15.00%	\$ 4,432	FT	Generates program vouchers, check writing and distributing
11				\$ -		
12				\$ -		
13				\$ -		
14				\$ -		
15				\$ -		
16				\$ -		
17				\$ -		
18				\$ -		
19				\$ -		
20				\$ -		
Personnel Total				\$ 111,694		

NOTES:

List non-employee Contract Labor Services (1099) on "Other Costs" worksheet

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Cashe Assistance

Fringe Benefits based on salaries	%	Applicable Salary	Fringe Total	*Provide names of other funding sources if your agency charges less than 7.65% for FICA. **Detail "Other" expenses by item, unit cost, and total cost.
FICA (7.65%)*	4.99%	\$ 111,694.00	\$ 5,574	FICA is calculated over all the salaries paid by IRC HQ, the cap on FICA comes into effect there by reducing the overall rate for the organizations. FICA is comprised of 2 rates: 1.45% on full salaries and 3.54% to the first \$113,700 earned.
Other**			\$ -	
Other**			\$ -	
Total			\$ 5,574	

Fringe Benefits NOT based on salaries For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.	Fringe Total	**Detail "Other" expenses by item, unit cost and total cost.
Health Insurance	\$ 11,214	
Unemployment	\$ -	
Workers Comp	\$ 2,323	
Short Term Disability	\$ -	
Long Term Disability	\$ -	
Retirement	\$ -	
Pension	\$ -	
401(k)	\$ -	
403(b)	\$ 6,914	
Other**	\$ 5,250	Life and Accident Insurance 1.14%/Staff Professional Training 1.15%, and Other Insurance 2.41%
Total	\$ 25,701	
TOTAL FRINGE		\$ 31,274

NOTES:

The employer's share of payroll taxes and other Fringe Benefits expenses should be listed on this page. CHARGES FOR PAYROLL SERVICES SHOULD BE LISTED ON THE "OTHER COSTS" PAGE.

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65. IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN PROVIDE NAMES OF OTHER FUNDING ABOVE.

** Use "Other" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other" expenses cannot be represented as a common percent, list the percentage as 100% and enter the combined total amount of all of the "Other" expenses under Applicable Salary.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Cash Assistance

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
600	0.56	\$ 336

Trip One								
Destination			% Charged to program					
# People			# Days		# Nights			
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Trip One								
Destination			% Charged to program					
# People			# Days		# Nights			
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Total In-State Travel \$ 336

NOTES:

*Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel.
Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted.
Prior authorization from HHSC for out-of-state travel is required.
You must include expenses for at least one OIRA-sponsored workshop, training, or conference.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (OUT OF STATE)

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Cash Assistance

Trip One								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip							\$	

Trip One								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip							\$	

Total Out-of-State Travel \$

NOTES:
 *Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel.
 Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted.
 Prior authorization from HHSC for out-of-state travel is required.
 You must include expenses for at least one OIRA-sponsored workshop, training, or conference. **Discuss with OIRA Program Specialist if total funding amount received from OIRA is less than \$50,000.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

EQUIPMENT BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Cashe Assistance

CAPITAL EQUIPMENT

Capital Equipment is defined as equipment having a lifespan of at least one (1) year and an original value over \$5,000. All capital equipment that meets this threshold requires pre-approval before purchasing.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Equipment					\$ -	

CONTROLLED ASSETS

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to cameras, projectors, TVs, DVD players), computers and communication devices (such as but not limited to fax machines, cell phones) greater than \$500. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Controlled Asset Total					\$ -	

Total Capital/Controlled \$ -

NOTES

Capital Equipment and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Cashe Assistance

Description	Amount	ITEMIZATION & JUSTIFICATION <small>List all items, unit cost, and number of units and provide an explanation for the need</small>
General Office Supplies	\$ 1,810	N/A
Client Education Supplies		
Client Employment-Training Supplies	\$ -	
Client Work Clothes and Tools		
Electronic Supplies	\$ -	
Furniture	\$ -	
Other Supplies	\$ -	
Supplies Total	\$ 1,810	

NOTES: General Office Supplies do not need to be itemized

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

OTHER COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Cashe Assistance

BUDGET JUSTIFICATION

				BUDGET JUSTIFICATION				
				Program % Place an "X" in the appropriate column				Explanation of "Agency Annual Expense"
Description	Agency Annual Expense	Program % Note: If expenditure is charged directly to program, the % will be 100%	Total	% based on FTEs	% based on share of total annual expense	% based on entire budget	Other	
Provide details specifying how you arrived at the Agency Annual Expense.								
RENT								
Main Office	\$ 117,400.00	15.00%	\$ 17,610	X				\$9,783 per month x 12 months = \$117,400 *15%(program share of total agency budget) or \$17,610
Satellite Office/Off Site/Classroom	\$ 28,992.00	15.00%	\$ 4,349	X				\$2,416 per month x 12 months = \$28,992 *15%(program share of total agency budget) or \$4,349
UTILITIES								
Main Office	\$ 21,600.00	15.00%	\$ 3,240	X				\$1,800 per month x 12 months = \$21,600 * 15%(program share of total agency budget) or \$3,240
Satellite Office/Off Site/Classroom			\$ -					
ADMINISTRATIVE								
Accounting Fees			\$ -					
Advertising			\$ -					
Audit Fees			\$ -					
Copier Leases	\$ 24,000.00	15.00%	\$ 3,600	X				\$2,000 per month x 12 months = \$ 24,000* 15%(program share of total agency budget) or \$3,600
Copier Maintenance Agreements			\$ -					
Insurance (D&O, Fidelity, Liability)	\$ 11,736.00	15.00%	\$ 1,760	X				\$978 per month x 12 months = \$11,736*15%(program share of total agency budget) or \$1,760
Janitorial Services			\$ -					
Payroll Services			\$ -					
Postage and Overnight Shipping	\$ 2,400.00	15.00%	\$ 360	X				\$200 per month x 12 months = \$2,400 *15%(program share of total agency budget) or \$360
Printing	\$ 600.00	15.00%	\$ 90	X				\$50 per month x 12 months = \$600 *15%(program share of total agency budget) or \$90
Security			\$ -					
Telephones/Pagers	\$ 8,400.00	15.00%	\$ 1,260	X				\$700 per month x 12 months = \$8,400* 15%(program share of total agency budget) or \$1,260
OTHER ADMINISTRATIVE								
ISP/Internet/Website Services	\$ 12,000.00	15.00%	\$ 1,800	X				\$1,000 per month x 12 months = \$12,000 *15% (program share of total agency budget) or \$1,800
Membership Dues			\$ -					
Subscriptions/Publications			\$ -					
DIRECT CLIENT SERVICES								
Childcare			\$ -					
Bus Passes			\$ -					
Taxi Vouchers			\$ -					
Other Transportation			\$ -					
Translation/Interpretation	\$ 1,440.00	100.00%	\$ 1,440				X	10 hours a month for \$12 an hour, for 12 months = \$1,440. Based on historical expenses.
Client PRP Exams/Fees			\$ -					
Vocational Course Fees			\$ -					
OJT Subsidies			\$ -					
Other			\$ -					
OTHER COSTS								
Conference Fees			\$ -					
Staff Training			\$ -					
Leased Vehicle Expenses			\$ -					
Volunteer Background Check	\$ 90.00	100.00%	\$ 90				X	\$30 per background check, 3 per year. Based on historical expenses.
Bank Fees	\$ 3,000.00	15.00%	\$ 450	X				\$250 per month x 12 months = \$3,000 * 15%(program share of total agency budget) or \$450
Software Agreements	\$ 3,000.00	15.00%	\$ 450	X				\$250 per month x 12 months = \$3,000* 15%(program share of total agency budget) or \$450
IT Hardware	\$ 4,000.00	15.00%	\$ 600	X				\$333.33 per month x 12 months = \$4,000*15%(program share of total agency budget) or \$600
			\$ -					
Other Total			\$ 37,099					

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Cashe Assistance

Indirect Cost Rate Agreement	
Type	Provisional
Effective Period	10/1/2011 until Amended
Rate	9.14%
Applicable To	US Programs
Base	Indirect charges have been computed at 9.14% of direct program charges, except for non expendable property over \$5,000 and subgrant expenses over \$25,000 per sub-award. This consists of 7.48% to cover a portion of the IRC's headquarters administrative costs, 0.72% for audit cost and 0.94%USG Compliance Unit. These IRC rates are Provisional per the Negotiated Indirect Cost Recovery Rate with IRC's cognizant federal agency, US Agency for International Development.

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 182,213.94	9.14%	\$ 16,654
Indirect Costs Total		\$ 16,654

NOTES

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

Assistance in Determining the Base Amount when the Approved Base Involves All Direct Costs:

T = Total Contract Amount
R = Indirect Cost Rate Agreement
Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	T
	(1 + R)

Example (using a Rate of 12.1%)

T = \$91,465.00

(1 + R) = 1 + 12.1% = 1.121

Base = \$91,465.00 / 1.121 = \$81,592.33



USAID
FROM THE AMERICAN PEOPLE

NEGOTIATED INDIRECT COST RATE AGREEMENT

October 7, 2013

ORGANIZATION

International Rescue Committee
122 East 42nd Street,
New York, NY 10168

The rates approved in this Agreement are for use on grants, contracts and other agreements with the Federal Government to which OMB Circular A-122 applies, subject to the conditions in section II.A, below. The rate(s) were negotiated by the U.S. Agency for International Development in accordance with the authority contained in Attachment A, Section E.2.(a), of the Circular.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		INDIRECT COST RATES					
	FROM	THROUGH	FRINGE BENEFITS (a)	INTERNATIONAL PROGRAMS (b)	U.S. PROGRAMS (c)	WOMEN'S REFUGEE COMMISSION (d)	INTERNAL AUDIT (e)	GRANTS UNIT (f)
Final	10-01-11	09-30-12	28.15%	8.04%	7.67%	5.75%	.82%	1.09%
Provisional	10-01-12	Until Amended	28.00%	7.84%	7.48%	5.56%	.72%	.94%

Base of Application

- Total labor dollars for all US and Expatriate IRC staff
- Total program service expenditures less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, U.S. Government legislated entitlement payments and unallowable costs
- Total program service expenditures of Federal Funds less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, and U.S. Government entitlement payments. This rate is issued to recover all internal audit expenses directly related to the OMB Circular A-133 audit requirements
- Total program service expenditures of Federal Funds less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, and U.S. Government entitlement payments. This rate is issued to recover all U.S. Government compliance function expenses directly related to OMB Circulars, excluding A-133 audit requirements, Federal Acquisition Regulations and all other applicable requirements

SECTION II: GENERAL

- A. **LIMITATIONS:** Use of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the grantee or allocated to the grantee via an approved central service cost allocation plan were included in its indirect cost rate proposal and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles,
 2. That the information provided by the grantee which was used as a basis for acceptance of the rate(s) to herein is not subsequently found to be materially inaccurate,
 3. That the same costs that have been treated as indirect costs have not been claimed as direct costs, and
 4. That similar types of costs have been accorded consistent treatment.
- B. **ACCOUNTING CHANGES:** The grantee is required to provide written notification to the indirect cost negotiator prior to implementing any changes which could affect the applicability of the approved rates. Any changes in accounting practice to include changes in the method of charging a particular type of cost as direct or indirect and changes in the indirect cost allocation base or allocation methodology require the prior approval of the Office of Overhead, Special Cost and Closeout (OCC). Failure to obtain such prior written approval may result in cost disallowance.
- C. **NOTIFICATION TO FEDERAL AGENCIES:** A copy of this document is to be provided by this organization to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. **PROVISIONAL-FINAL RATES:** The grantee must submit a proposal to establish a final indirect cost rate within nine months after its fiscal year end. Billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

E. SPECIAL REMARKS:

1. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in the agreement should be adjusted to the applicable rate(s) cited herein which should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
2. Grants/contracts providing for ceilings as to the indirect cost rate(s) or amount(s), which are indicated in Section I above, will be subject to the ceilings stipulated in the grant, contract or other agreement. The ceiling rate(s) or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the grant or contract agreement.
3. The rates hereby approved are subject to periodic review by the Government at any time their use is deemed improper or unreasonable. You are requested to advise the Government promptly of any circumstances, which could affect the applicability of the approved rates.
4. You are directed to promptly submit adjustment vouchers or final vouchers for all flexibly priced grants, contracts or other agreements. Audit adjustments should be clearly delineated so as to be readily identifiable for verification by this office. Care should be taken that amounts claimed do not exceed award limitations or indirect cost rate ceilings.

ACCEPTED: International Rescue Committee

By: _____

Signature

Patricia Lane

Printed or Typed Name

CFO, SVP Finance & Admin

Title

October 14, 2013

Date

James N. Davis

Contracting Officer

Overhead, Special Cost and Closeout Branch

Cost, Audit and Support Division

Office of Acquisition and Assistance

U.S. Agency for International Development

HHSC Contract No. 529-13-0021-00001C

AMENDMENT C
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE CASH ASSISTANCE SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE

This Amendment C ("**Amendment**") to the Client Services Agreement for Refugee Cash Assistance (RCA) Services by and between the Texas Health and Human Services Commission ("**HHSC**") and **INTERNATIONAL RESCUE COMMITTEE** ("**CONTRACTOR**") dated effective October 1, 2012 (HHSC Contract No. 529-13-0021-00001; as amended, the "**Agreement**"), is entered into by and between HHSC and CONTRACTOR in order to amend the Agreement as follows:

1. Term of Contract

The Agreement is renewed for one (1) 12 month period beginning on October 1, 2015 and continuing through September 30, 2016 ("**Renewal Term**"), unless terminated earlier in accordance with the terms of the Agreement.

2. Contract Award.

The total amount for the Agreement is increased by \$1,381,590 for the Renewal Term. This amount increase is allocated for the administration of the RCA program ("**RCA Administrative**") and the payment of client benefits for eligible clients ("**Client Cash Benefits**") as follows: \$196,849 for RCA Administrative and \$1,184,741 for Client Cash Benefits.

CONTRACTOR shall not comingle RCA Administrative and Client Cash Benefits funds. Continued funding for the Agreement is contingent upon availability of State and Federal funds.

If there is a need for additional funding for Client Cash Benefits to comply with the federally mandated schedule of support payments in accordance with state and federal requirements, including 45 Code of Federal Regulations 400.60 ("**Federal Mandate**"), CONTRACTOR must provide at least 120 days written notice to the HHSC Office of Immigration and Refugee Affairs requesting the additional funds. If HHSC agrees that the increase of funds is necessary, HHSC and CONTRACTOR will amend the Agreement to effectuate the increase.

3. Client Cash Benefits

CONTRACTOR provides Client Cash Benefits to eligible clients in accordance with the Federal Mandate. In addition, CONTRACTOR must ensure Client Cash Benefit payments are in compliance with the Public/Private Plan for Cash Assistance in Texas as outlined in Exhibit A.

4. Budget Pages

The CONTRACTOR's Budget Pages for the Renewal Term for RCA Administrative, including the budget narrative and all other related attachments, is attached to this Amendment as Exhibit B ("Renewal Term Budget Pages"). The Renewal Term Budget Pages replace the Budget Pages attached to Amendment B to the Agreement with respect to the Renewal Term. All references to Budget Pages in the Agreement are deemed to mean the Renewal Term Budget Pages with respect to the Renewal Term, unless otherwise amended subsequent to this Amendment.

5. Compliance with Laws.

CONTRACTOR must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to the Agreement, including those referenced in the Agreement, as those laws, rules, regulations, requirements and guidelines currently exist and as they are amended or replaced throughout the term of the Agreement, including the Renewal Term.


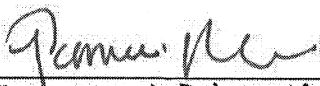
6. Entire Agreement

The terms of this Amendment are in addition to, and construed together with, the terms of the Agreement, including any previous amendments to the Agreement. In the event of conflict in any language in the Agreement, any previous amendments to the Agreement, and this Amendment, the language in this Amendment will control. All other terms and conditions of the Agreement and any previous amendments remain in full force and effect.

7. Capitalized Terms.

Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Amendment has been signed by an authorized representative of each Party, to be effective as of September 30, 2015 or the last signature date below, whichever is earlier.

<p>Texas Health and Human Services Commission</p>  <p>Chris Traylor</p> <p>Executive Commissioner</p> <p>9-9-15</p> <p>Date</p>	<p>Name of Agency: INTERNATIONAL RESCUE COMMITTEE</p>  <p>Name: <u>Pamela Dziembinski</u> <i>Pamela Dziembinski</i></p> <p><u>Co-Chief Financial Officer</u> <i>Caroline</i></p> <p>Title</p> <p><u>July 27, 2015</u></p> <p>Date</p>
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**AMENDMENT C
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE CASH ASSISTANCE SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE**

EXHIBIT A

Public/Private Plan for Cash Assistance in Texas

[HTTP://WWW.DADS.STATE.TX.US/HANDBOOKS/RCA/](http://www.dads.state.tx.us/handbooks/rca/)

STATE OF TEXAS
Health and Human Services Commission
Office of Immigration and Refugee Affairs

FY 2016 Refugee Cash Assistance Program
Contract Plan of Operation Summary

Contractor:	International Rescue Committee
Contract Term:	10/01/2015 – 09/30/16
Contract Number:	529-13-0021-00001C
Contract Amount:	\$ 1,381,590
Geographical Area of Services:	Dallas County, Texas
Service Description:	Provide Refugee Cash Assistance, eligibility determination and payment of client benefit for eligible clients.
Contract Outcomes:	The following are required outcomes of your contract:
RCA:	Contractors are required to report client activity using the Refugee Data Center (RDC) database. Contractors are required to follow all rules and policies stated in the Refugee Cash Assistance Provider Manual.

**AMENDMENT C
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE CASH ASSISTANCE SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE**

EXHIBIT B

RENEWAL TERM BUDGET PAGES

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FFY 2016

Lead Agency Name	International Rescue Committee
Contract #	529-13-0021-00001C
Contract Term (Dates)	10/1/2015 to 09/30/2016
Program	Refugee Cash Assistance

Program	Funding
RCA Administrative	\$ 196,849.00
Client Cash Benefits (no workbook)	\$ 1,184,741.00
TOTAL	\$ 1,381,590.00

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FFY 2016

Lead Agency Name	International Rescue Committee
Address	6500 Greenville Avenue, Suite #500, Dallas, TX 75206
Contract #	529-13-0021-00001C
Contract Term (Dates)	10/01/2015-09/30/2015
Program	Refugee Cash Assistance
Is this the budget of a proposed Subcontractor?	No
If yes, list the Subcontractor's Name:	

Budget Category	Funding
Personnel	\$ 108,305
Fringe Benefits	\$ 31,950
Travel	\$ 345
Equipment/Controlled Assets	\$ -
Supplies	\$ 2,436
Contractual	\$ -
Other Costs	\$ 37,410
Total Direct Costs	\$ 180,446
Indirect Costs	\$ 16,403
Total	\$ 196,849

>>>>

Contractual - Subcontractors	Funding
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Contractual Total	\$ -

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

	Position Title, Employee Name	Annual Salary	% Time	Program Total	Justification for % Time Explain how the Position directly supports the Program in terms of tasks as well as the "% Time" listed.
Example 1	Chief Financial Officer, Jane Doe	\$ 60,000	25.00%	\$ 15,000.00	Provides financial accountability of program
1	RCA Program Coordinator-Julie Markovitz	\$ 45,765	100.00%	\$ 45,765	Directly supervises RCA program
2	Econ.Emp.Specialist-Yukari Garcia	\$ 32,142	50.00%	\$ 16,071	Directly supervises RCA program in Abilene
3	Deputy Director-Daley Ryan	\$ 54,060	10.00%	\$ 5,406	Provides program oversight and outreach
4	Res.Director-Susanna Lubanga	\$ 60,502	10.00%	\$ 6,050	Provides program oversight and outreach in Abilene
5	Executive Director-Donna Duvin	\$ 107,100	5.00%	\$ 5,355	Program oversight, supervision , and compliance
6	Finance Manager-Nihada Sosevic	\$ 67,748	20.00%	\$ 13,550	Provides financial services and financial accountability of the program
7	Finance Coordinator-Mioara Cotet	\$ 18,164	15.00%	\$ 2,725	Generates monthly reports and submits invoices for payments
8	Finance Coordinator-Omar Hashish	\$ 35,814	15.00%	\$ 5,372	Generates program vouchers, prints and distributs checks
9	Operations Coordinator-Andrea Aguirre	\$ 36,414	10.00%	\$ 3,641	Oversees check pick up, follows up on uncollected checks
10	Receptionist/Op.Assistant-Grace Naw Ma Tur	\$ 29,131	15.00%	\$ 4,370	Oversees check distribution, mails checks to Abilene, registers payments in tracking sheet
11				\$ -	
12				\$ -	
13				\$ -	
14				\$ -	
15				\$ -	
16				\$ -	
17				\$ -	
18				\$ -	
19				\$ -	
20				\$ -	
Personnel Total				\$ 108,305	

NOTES:

List non-employee Contract Labor Services (1099) on "Other Costs" worksheet

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

Fringe Benefits based on salaries	%	Applicable Salary	Fringe Total	<small>*Provide names of other funding sources if your agency charges less than 7.65% for FICA. **Detail "Other" expenses by item, unit cost, and total cost.</small>
FICA (7.65%)*	5.51%	\$ 108,305.00	\$ 5,968	
Other**			\$ -	
Other**			\$ -	
Total			\$ 5,968	

Fringe Benefits NOT based on salaries	Fringe Total	
<small>For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.</small>		
Health Insurance	\$ 11,350	
Unemployment	\$ -	
Workers Comp	\$ 2,350	
Short Term Disability	\$ -	
Long Term Disability	\$ -	
Retirement	\$ -	
Pension	\$ -	
401(k)	\$ -	
403(b)	\$ 7,506	
Other* (Explain "other" expenses by item and unit cost in the column to the right)	\$ 4,776	Life and Accidental Insurance 1.07% or 108305 * 1.07% = 1159; Other Insurance and Benefits 3.34% or 108305*3.34%=3617.
Total	\$ 25,982	
TOTAL FRINGE	\$ 31,950	

NOTES:

The employer's share of payroll taxes and other Fringe Benefits expenses should be listed on this page. CHARGES FOR PAYROLL SERVICES SHOULD BE LISTED ON THE "OTHER COSTS" PAGE.

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65. IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN PROVIDE NAMES OF OTHER FUNDING ABOVE.

** Use "Other" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other" expenses cannot be represented as a common percent, list the percentage as 100% and enter the combined total amount of all of the "Other" expenses under Applicable Salary.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
616	0.56	\$ 345

Trip One								
Destination					% Charged to program			
# People					# Days		# Nights	
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip							\$	-

Trip Two								
Destination					% Charged to program			
# People					# Days		# Nights	
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip							\$	-

Total In-State Travel \$ 345

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

EQUIPMENT BUDGET SHEET

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

CAPITAL EQUIPMENT

Capital Equipment is defined as equipment having a lifespan of at least one (1) year and an original value **over \$5,000**. All capital equipment that meets this threshold requires pre-approval before purchasing.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Equipment					\$ -	

CONTROLLED ASSETS

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to cameras, projectors, TVs, DVD players), computers and communication devices (such as but not limited to fax machines, cell phones) **greater than \$500**. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Controlled Asset Total					\$ -	

Total Capital/Controlled \$ -

NOTES

Capital Equipment and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

Description	Amount	ITEMIZATION & JUSTIFICATION List all items, unit cost, and number of units and provide an explanation for the need
General Office Supplies	\$ 2,436	N/A
Client Education Supplies	\$ -	
Client Employment-Training Supplies	\$ -	
Client Work Clothes and Tools	\$ -	
Electronic Supplies	\$ -	
Furniture	\$ -	
Other Supplies	\$ -	
Supplies Total	\$ 2436	

NOTES: General Office Supplies do not need to be itemized

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)OTHER COSTS - ADMIN

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

Description	Agency Annual Expense	Agency Annual Expense Based On choose from list below	Program % Note: If expenditure is charged directly to program, the % will be 100%	Program % Based On choose from list below	Total	ITEMIZATION / JUSTIFICATION If Program % = 100%, then provide itemized description that includes the unit cost, number of units, etc If "Other" was selected, provide description here. (Leave blank if none of the above rules apply)
RENT					\$ 21,957	
Main Office	\$ 117,390.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 17,609	
Satellite Office/Classroom	\$ 28,992.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 4,349	
UTILITIES					\$ 3,240	
Main Office	\$ 21,600.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 3,240	
Satellite Office/Classroom					\$ -	
ADMINISTRATIVE					\$ 9,673	
Accounting Fees					\$ -	
Advertising					\$ -	
Audit Fees					\$ -	
Copier Leases	\$ 1,764.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 265	
Copier Maintenance	\$ 2,480.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 372	
Insurance (D&O, Fidelity, Liability)	\$ 30,840.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 4,626	
Janitorial Services					\$ -	
Payroll Services					\$ -	
Postage / Overnight Shipping	\$ 1,800.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 270	
Printing					\$ -	
Security					\$ -	
Telephones/Pagers	\$ 6,000.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 900	
ISP/Internet/Website Services	\$ 21,600.00	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 3,240	
Membership Dues					\$ -	
Subscriptions/Publications					\$ -	
LIST ADDITIONAL ADMIN COSTS					\$ 900	
Conference Fees					\$ -	
Staff Training					\$ -	
Leased Vehicle Expenses					\$ -	
Software Agreements	\$ 3,000	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 450	
Bank Fees	\$ 3,000	Average Cost based on Historical Usage	15.00%	Historical Program Share of Annual Expense	\$ 450	
Other Costs Total					\$ 35,770	

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)OTHER COSTS - DIRECT CLIENT COSTS

AGENCY	0
SUB	0
PROGRAM	0

	Annual Expense	Annual Expense Based On choose from list below	Program %	Program % Based On choose from list below	Total	ITEMIZATION / JUSTIFICATION Provide itemized description that includes the unit cost, number of units, etc for ALL costs. If "Other" was selected, provide description here.
Direct Client Costs					\$ 1,440	
Childcare					\$ -	
Bus Passes					\$ -	
Taxi Vouchers					\$ -	
Other Transportation					\$ -	
Translation/Interpretation	\$ 1,440.00	Historical Usage	100%	100% Direct Cost	\$ 1,440	\$12 per hour X 10 hours a month X 12 months =\$1440
Client PRP Exams/Fees					\$ -	
Vocational Course Fees					\$ -	
OJT Subsidies					\$ -	
List Additional Direct Costs					\$ 200	
Back ground check	\$ 200.00	Historical Usage	100%	100% Direct Cost	\$ 200	\$50 per volunteer X 4 volunteer =\$200
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Other Costs Total					\$ 1,640	

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee
SUB	0
PROGRAM	Refugee Cash Assistance

Indirect Cost Rate Agreement	
Type	Provisional
Effective Period	10/1/13 until Amended
Rate	9.09%
Applicable To	US Programs
Base	Indirect charges have been computed at 9.09% of direct program charges, except for non expendable property over \$5,000 and subgrants expenses over \$25,000 per sub-award. This consists of 7.62% to cover a portion of the IRC's headquarters administrative costs, 0.58% for audit cost and 0.89% USG Compliance Unit. These IRC rates are Provisional per the Negotiated ICR Rate with IRC's cognizant federal agency, US Agency for International Development.

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 180,446.42	9.09%	\$ 16,403
Indirect Costs Total		\$ 16,403

NOTES

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

Assistance in Determining the Base Amount when the Approved Base involves All Direct Costs:

T = Total Contract Amount

R = Indirect Cost Rate Agreement

Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	T
	(1 + R)

Example (using a Rate of 12.1%)

T = \$91,465.00

(1 + R) = 1 + 12.1% = 1.121

Base = \$91,465.00 / 1.121 = \$81,592.33

HHSC Contract No. 529-14-0096-00007

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee - Dallas**

The Texas Health and Human Services Commission, hereinafter referred to as HHSC, and **International Rescue Committee in Dallas** hereinafter referred to as the Contractor, do hereby make and enter into this Refugee Social Service enrollment contract, which constitutes the entire agreement under the above contract number between the Contractor and HHSC. HHSC and the Contractor may be referred to collectively as the "Parties", or either may be referred to singularly as the "Party".

I.

The Refugee Social Service program is authorized by Section 412(c)(2) of the Immigration and Nationality Act (INA), 8 U.S.C. §1522(c)(2), and funded by the U.S. Office of Refugee Resettlement (ORR) under Refugee Social Services Program Catalog of Federal Domestic Assistance (CFDA) # 93.566 and ORR, Targeted Assistance Grants CFDA# 93.584. The Texas Health and Human Service Commission is a Texas state agency responsible for administering some of the public welfare programs under the Social Security Act. Federal law and regulations, as well as State law in Chapter 22 of the Human Resources Code, permit and authorize HHSC, subject to certain limitations, to enter into agreements with public or private agencies for the purpose of providing social and/or other services for the benefit of eligible individuals and to accept and expend funds received from public or private agencies for such purpose. Since the Contractor desires to provide services for the benefit of certain eligible individuals as described herein, HHSC and the Contractor make this contract.

II.

The parties hereto mutually agree:

- A. HHSC shall have authority to monitor and conduct fiscal and/or program audits of both the contractor and its subcontractor(s) to the extent of services provided under the terms of this contract. On site visits as well as access at reasonable times to all books and records will be granted State and/or Federal auditing agencies, representatives of the United States Department of Health and Human Services and/or HHSC when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing, or evaluating such materials.

Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the federal and state government to audit, investigate, monitor, examine, or evaluate the contractor and its subcontractors in connection with those funds, and to make transcripts and excerpts.

- (a) The contractor must cooperate fully and allow HHSC and all appropriate federal and state agencies or their representative's access to client records, books, and supporting documents pertaining to services provided. Both the contractor and its subcontractors must make documents available at reasonable times and for reasonable periods for the purpose of inspection, monitoring, auditing, or evaluating.
- (b) The contractor must keep financial and supporting documents, statistical records, client records and any other records pertinent to the services for which a claim or cost report is submitted to HHSC or its agent. The records and documents must be kept for a minimum of three years and 90 days after the end of the contract period or contract termination. In this instance, contract period means the beginning date through the ending date in the original contract plus any extensions or amendments. If any litigation, claims, or audit involving these records begins before the three-year and 90 day period expires, the contractor must keep the records and documents for not less than three years and 90 days or until all litigation, claims, or audit findings are resolved, whichever is longer. All medical records must be kept for five years from their creation.
- (c) If the contractor terminates business operations, the contractor must ensure that:
 - (1) Records are stored and accessible;
 - (2) Someone is responsible for adequately maintaining the records;
 - (3) HHSC contract manager is notified in writing about how and where the records will be maintained and who HHSC will contact in order to access the records; and
 - (4) If information in item (c) (3) changes, the contractor provides updated information to the HHSC contract manager. The information must be provided within 10 workdays and be in writing.
- (d) The contractor must ensure that this clause is included in any subcontract it awards under this contract.

- B. This contract is subject to the availability of State and/or Federal funds. If funds are unavailable or reduced, written notice will be given by HHSC to the contractor of termination, payment suspension, or funding reduction.

- C. In the event that the Contractor fails to perform in accordance with the provisions of this contract and the approved Plan(s) of Operation, HHSC may, upon written notice of default to the Contractor, immediately terminate the whole or any part of this contract, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. In addition to termination of a contract, HHSC might impose corrective action plans, vendor payment holds, or recoupment of funds against the contractor.
- D. If Federal or State laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this contract, on the part of either party, substantially unreasonable or impossible and if the parties should be unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. This contract may be canceled by mutual agreement, or HHSC may cancel upon 30 days written notice to the Contractor. Upon mutual agreement of the parties, this contract may be extended for up to two terms of one year each. Nothing in this paragraph shall be construed to prohibit immediate cancellation pursuant to paragraphs B, C, or D.
- F. Unless otherwise provided in the contract plan of operation, when copyrightable material is developed in the course of or under contract, the Contractor is free to copyright the material or permit others to do so. The United States Department of Health and Human Services and HHSC shall have royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use the material for government purposes. The Contractor agrees to defend, or at its option to settle, any claim, suit or proceeding brought against the State of Texas or HHSC on the issue of infringement of any copyright by any product, or any part thereof, supplied by the Contractor to HHSC under this agreement. The Contractor shall pay, subject to limitations set forth in this paragraph, any final judgment entered against the State of Texas or HHSC on such issue in any suit or proceeding defended by the Contractor. The Contractor, at its sole option, shall be relieved of the foregoing obligation if HHSC fails to notify the Contractor within thirty (30) days in writing of any such claim, suit or proceeding, and at HHSC's expense, give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. The Contractor shall report to HHSC within thirty (30) days and in reasonable written detail, each notice of claim of copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- G. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- H. Dispute resolution.
- (a) General agreement of the Parties.
- The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under this Contract. The Parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this Section.
- (b) Duty to negotiate in good faith.
- Any dispute that in the judgment of any Party to this Contract may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the Parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties shall be reduced to writing and delivered to all Parties within ten (10) business days.
- (c) Claims for breach of Contract.
- (1) *General requirement.* As required by Chapter 2260, Government Code, Contractor's claim for breach of this Contract must be resolved in accordance with the dispute resolution process established by HHSC in accordance with Chapter 2260, Government Code.
- (2) *Negotiation of claims.* The Parties expressly agree that the Contractor's claim for breach of this Contract that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Government Code.
- (aa) To initiate the process, Contractor must submit written notice to HHSC that specifically states that Contractor invokes the provisions of Chapter 2260, Subchapter B, Government Code. The

notice must comply with the requirements of Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(bb) The Parties expressly agree that the Contractor's compliance with Chapter 2260, Subchapter B, Government Code, will be a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

(3) *Contested case proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Government Code, will be Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by HHSC if the Parties are unable to resolve their disputes under Subsection (c)(2) of this Section.

(aa) The Parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Government Code, will be a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices & Remedies Code. Neither the execution of this Contract by HHSC nor any other conduct of any representative of HHSC relating to this Contract shall be considered a waiver of the State's sovereign immunity to suit.

(4) *HHSC rules.* The submission, processing and resolution of Contractor's claim is governed by the rules adopted by HHSC pursuant to Chapter 2260, Government Code, found at Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(5) *Contractor's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by Contractor of any duty or obligation with respect to the performance of this Contract.

I. This Contract is governed by the laws of the State of Texas and interpreted in accordance with Texas law. Provided Contractor first complies with the dispute resolution procedures set forth in this Contract, proper venue for a claim arising from this Contract will be in a court of competent jurisdiction in Travis County, Texas.

III.

The Contractor agrees to, and will require its subcontractors, if any, to agree to:

- A. Provide to HHSC, in accordance with the procedures prescribed by HHSC, a verified and proper monthly statement of charges (or certification of expenditures if specifically allowed by the terms of this contract) for services, which have been rendered under this contract.
- B. Submit billings by the 15th day and statistical documentation (by entry of client service data into the Refugee Data Center), as required by HHSC, by the 10th day following the last day of the month in which the service is provided. In the event that the required billing and statistical documentation have not been received by the day following the 20th day of the month in which service is provided, this will be considered failure to comply with the contract. Such failure to comply is valid justification for immediate termination of this contract and/or refusal to pay the billings or any portion of the billings that are not submitted within the above stated time limits.
- C. Where specific qualifications are set forth in job descriptions required by HHSC, to hire or promote only such personnel unless a waiver of a specific required qualification is obtained in writing from HHSC prior to the hiring or promotion of the individual involved.
- D. Comply with appropriate State Licensing or certification requirements and with such standards as may be prescribed by the Secretary of the United States Department of Health and Human Services.
- E. Participate fully in any evaluation study of this program authorized by HHSC.
- F. Refrain from entering into any subcontract(s) for services without prior approval, or waiver of the right of prior approval, in writing by HHSC of the qualifications of the subcontractor(s) to perform and meet the standards fixed by this contract and its attached Plan(s) of Operation. All subcontracts entered into by the Contractor shall be written and shall be subject to the requirements of this contract. The Contractor agrees that it shall be responsible to HHSC for the performance of any subcontractor.
- G. Comply with the following governing laws and regulations:
 - (a) CONTRACTOR shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C. § 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Agreement.
 - (b) CONTRACTOR agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and

- (7) HHSC Administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

CONTRACTOR agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded in participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or other wise be subjected to discrimination.

(c) Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.

CONTRACTOR also agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.

CONTRACTOR also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(d) CONTRACTOR agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Upon request, CONTRACTOR will provide HHSC with copies of all of the CONTRACTOR'S civil rights policies and procedures.

(f) CONTRACTOR must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

**HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885**

(g) CONTRACTOR agrees to comply with the applicable provisions of federal environmental protection laws as described in this Section:

- (1) Pro-Children Act of 1994 (20 U.S.C. § 6081, *et seq.*), as applicable, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products;
- (2) Any applicable provisions relating to the institution of environmental quality control measures contained in the National Environmental Policy Act of 1969 (42 U.S.C. § 4321, *et seq.*) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality");
- (3) Any applicable provisions relating to required notification of facilities violating the requirements of Executive Order 11738 ("Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans");
- (4) Any applicable provisions requiring conformity of federal actions to State (Clean Air) Implementation Plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 740, *et seq.*); and
- (5) Applicable provisions relating to the protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (21 U.S.C. § 349; 42 U.S.C. §§ 300f to 300j-9).

H. Comply with Executive Order 11246, Titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in Department of Labor regulations at 41 CFR part 60.

- I. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal law, rules, and regulations, as well as the applicable State law and regulations. The provision shall not be construed as limiting HHSC's right of access to recipient case records or other information relating to clients served under this contract.
- J. Be responsible for any audit exception or other payment deficiency in the program covered by this contract, and all subcontracts hereunder, which is found to exist after monitoring or auditing by HHSC, or the United States Department of Health and Human Services, and be responsible for the collection and proper reimbursement of any amount paid in excess of the proper billing amount. The contractor further agrees to have a single program-specific audit conducted for any year in which it expends \$500,000 or more in Federal funds in accordance with provisions of the Office of Management and Budget (OMB) Circular A-133.
- K. Provide the information about ownership or control, past business transactions, and certain other information specified in 42 CFR 455.100-106 when requested to do so by HHSC.
- L. Disclose to HHSC or the Department of Health and Human Services the name of any person who has an ownership or control interest in or is an agent or managing employee of the Contractor who has been convicted of a criminal offense related to the person's involvement in any program under Titles XVIII, XIX, or XX or the Social Security Act since the inception of these programs.
- M. Place in all literature describing its services covered under this contract prominent notices acknowledging HHSC's funding to the Contractor and such notice shall also be placed in the Contractor's annual reports.
- N. Notify HHSC immediately in the event of any significant change affecting the Contractor and Contractor's identity, such as ownership or control, name change, governing board membership, and vendor identification number.
- O. Do not transfer or assign this contract without the prior consent of HHSC.
- P. Use generally accepted accounting procedures as recognized by the American Institute of Certified Public Accountants and follow Department financial management policies and procedures in maintaining any fiscal records required to be kept under this contract.
- Q. That if the funding under this Contract exceeds \$100,000, it will comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- R. That the following statement required by the Texas Family Code, Section 231.006, is true and correct:
 - (a) "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate;
 - (b) That it is responsible for its behavior as well as the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. The contractor further understands that any remarks, gestures, or actions toward HHSC employees, volunteers, and/or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including revocation of the contract.
- S. In accordance with section 403.055 (h) of the Government Code, the contractor agrees that any payments due to the contractor under this contract will be first applied toward any debt and/or back taxes the contractor owes the State of Texas. Payments will be so applied until such debts and back taxes are paid in full. The clause does not apply if federal law requires payment to be made to contractor for family violence services, and may not apply if federal law conditions the receipt of the money for these goods or services to the state on the basis of payment being made to the contractor.
- T. The Health and Human Services Commission (HHSC) has determined that HUB Subcontracting Plan requirements are not applicable under this solicitation because grants are not identified in Texas Government Code §2161.004(a), and are financial assistance to qualified entities performing identified activities. Therefore, respondents are not required to submit a HUB Subcontracting Plan with their proposal at the time of submission.
- U. Provide services in compliance with this contract and with applicable Federal laws and regulation, state laws and regulations, and Commission policies including service delivery standards.

- V. Comply with Commission rules and regulations pertaining to hearings concerning applicants for and the recipients of services and abide by the decisions rendered by HHSC in such hearings. The contractor shall inform all individuals of their right to such fair hearing, if applicable.
- W. The Contractor certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Texas, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

IV.

The Contractor further agrees:

- A. For cost reimbursement contracts, to provide HHSC with a detailed statement of charges each month in the format prescribed by HHSC, promptly forward such bill to HHSC along with a statement certifying that the Contractor has expended one hundred percent (100%) of the total bill for services for that month in accordance with procedures prescribed by HHSC.
- B. That certified local resources recognized by HHSC are limited to:
 - (a) Cash expenditures by the Contractor directly related to the provision of service to eligible clients under the terms of the contract;
 - (b) Non-cash expenditures by the Contractor directly related to the provision of service to eligible clients under the terms of the contract limited to depreciation and use charges.

V.

HHSC agrees to:

- A. Make payment based on funding as specified herein and in the attached Plan(s) of Operation, upon receipt of a proper and verified statement after deducting there from all payments for services made by or on behalf of any recipient and/or any previous overpayment made by HHSC.
- B. Recognize the fiscal policies and procedures of the Contractor and its subcontractor(s), if any, except where they are in conflict with generally accepted accounting procedures or Federal and State laws, policies, rules, and regulations.
- C. Perform such evaluation studies that HHSC determines to be necessary and report to the appropriate officers of the Contractor and its subcontractor(s), if any, the preliminary results of the study before the evaluation is concluded and the findings made a matter of record.
- D. A religious or charitable organization is eligible to be a contractor on the same basis as any other private organization. The contractor retains its independence from State and local governments, including the contractor's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by federal law, HHSC shall not interpret this contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the contract, then only the financial assistance provided by these funds will be subject to audit. However, neither HHSC's selection of a charitable or faith-based contractor of social services nor the expenditure of funds under this contract is an endorsement of the contractor's charitable or religious character, practices, or expression. The purpose of this contract is the provision of social services; no State expenditures have as their objective the funding of sectarian worship, instruction, or proselytization.

A charitable or faith-based provider of social services under this contract shall reasonably apprise all assisted individuals of the following: "Neither HHSC's selection of a charitable or faith-based provider of social services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of social services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or HHSC contract manager".

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996. 42 U.S.C. § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of HHSC to these providers and assisted individuals. This contract is subject to those additional rights and responsibilities.

- E. The provider must keep records of non-expendable property acquired under the contract for three years and 90 days after final disposition of the property. In this instance, contract period means the beginning date through the ending date in the original agreement/contract plus any extensions or amendments.

VI.

The Contractor hereby agrees:

- A. The scope and coverage of the services to be provided by the Contractor and/or subcontract agency(ies) under this contract, the program description and basis for payment for these services, as well as such other components as may be necessary, are described and limited in the attached Plan(s) of Operation, which is (are) hereby incorporated in this contract in its (their) entirety by specific reference. The Plan(s) will be maintained on file with HHSC as a part of this contract. Any change, modification or amendment thereto, or renewal thereof, must be made with the prior written approval of HHSC except as otherwise provided in this contract and any such change, modification or amendment to, or renewal of, such Plan(s) is not effective until approved by HHSC. Such original contract and Plan(s) of Operation together with any approved amendment as maintained on file by HHSC will be considered to be the controlling instrument in case any dispute arises relative to the wording of any portion of such contract, Plan(s) of Operation, or amendment(s) thereto.
- B. The Plan(s) of Operation, including the basis for payment, will be periodically reviewed as needed and will be reviewed in its entirety at least once annually. In no case will HHSC be obligated to pay in excess of the Contractor's reimbursable budget or allocation of funds. Should it be determined by HHSC as a result of periodic review(s) and/or audit(s) that an overpayment has occurred, such overpayment shall be refunded by the Contractor to HHSC.

VII.

Incorporation by Reference:

The following marked or listed certification(s) is/are on file with both the Health and Human Services Commission and the Contractor or sub-grantee and is/are hereby incorporated into this contract by specific reference.

The following items (if any) are also attached and incorporated into the contract by specific reference:

- A. HHSC's Uniform Contract Terms and Conditions, Version 1.4.1 (Exhibit A);
B. The approved Plan of Operations (Exhibit B); and
C. The approved Budget Pages (Exhibit C).

VIII.

Cost Reimbursement Terms:

The Contractor further agrees:

- A. In no case will HHSC be obligated to pay in excess of the Contractor's allowable actual cost which is attributable to client's receiving services under the terms of this contract.
- B. Shifts between cost categories of a budget will be allowed without prior approval if such transfers do not result in a cumulative increase or decrease in any budget item of more than five thousand dollars (or a prorated portion of such amount in cases where the term is less than one year) or five percent of the total budget, whichever is less, as long as those shifts are for allowable items as defined by HHSC. Such shifts must be described and reported within 31 days by letter to HHSC. (Funds will not be available in excess of the total approved amount of the reimbursable budget as originally approved or subsequently amended.)
- C. Prior written approval must be secured:
(a) When the transfer between items of more than the above designated amount is involved; lack of prior approval in these instances will be grounds for refusal of the payment of the item or items involved.
(b) When a transfer, regardless of the amount, would result in a significant change in the character or scope of the program; lack of prior approval in these instances will be grounds for recovery of such unapproved payments and/or termination of this contract at the option of HHSC.
- D. The Contractor agrees to assume responsibility for the protection, at all times, of all physical property and equipment used at the facility or facilities being maintained to carry out the Plan(s) of Operation and take appropriate measures to ensure meeting this obligation. The Contractor must furnish HHSC with a written factual report of the theft of, or damage to, any equipment which was purchased under this contract, including the circumstances concerning such loss and, in

the event of any theft, vandalism, or other offense against said property, must notify appropriate local law enforcement authorities.

- E. The Contractor agrees to provisions set forth in 45 CFR Part 74.32 concerning Post-Award Requirements. Real Property, regarding the return to HHSC of any equipment bought under this contract with funds allocated to the Contractor or its subcontractor(s).
- F. The Contractor agrees that it will not give any security, interest and/or lien or otherwise encumber any item of equipment purchased with contract funds.
- G. The Contractor agrees to permanently identify all equipment purchased under this contract by appropriate tags or labels affixed thereto and maintain a current inventory of such equipment which will be available to HHSC at all times upon request.

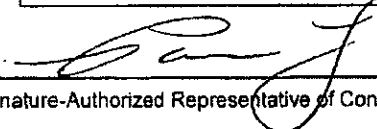
For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signature and bind themselves effectiveFebruary 1, 2014
and continuing through.....September 30, 2014.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION



Signature-TXHHSC Representative

Name of Contracting Agency:
International Rescue Committee - Dallas



Signature-Authorized Representative of Contracting Agency

Print or Type-Name of Commission Representative
Kyle L. Janek M.D.
Title of Commission Representative
Executive Commissioner
Date
3-6-14

Print or Type-Name of Contracting Agency Representative
Patricia Long
Title of Contracting Agency Representative
CFO
Date
2/14/14

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee - Dallas**

Exhibit A

HHSC's Uniform Contract Terms and Conditions (UCTC), Version 1.4.1, issued February 4, 2011, can be found at: http://www.hhsc.state.tx.us/about_hhsc/Contracting/rfp_attch/General_TC.pdf.

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee - Dallas**

Exhibit B

The Approved Plan of Operations

**STATE OF TEXAS
HEALTH AND HUMAN SERVICES COMMISSION
Office of Immigration and Refugee Affairs**

**FY 2014 Refugee Employment Enrollment Contract
Contract Plan of Operation Summary**

<u>Contractor:</u>	International Rescue Committee - Dallas
<u>Contract Term:</u>	February 1, 2014 through September 30, 2014
<u>Contract Number:</u>	
<u>Contract Amount:</u>	\$143,260
<u>Geographical Area of Services:</u>	Dallas and surrounding areas
<u>Service Description:</u>	Provide Employment services to eligible refugees who are receiving Refugee Cash Assistance.
<u>Contract Outcomes:</u>	<p>Contractors are required to provide employment services as required by HHSC and in accordance with the Refugee Social Service Provider Manual. The contractor is required to track and report client service activity as required by HHSC using the HHSC Refugee Data Center database including, but not limited to, the following:</p> <ul style="list-style-type: none">a) Total number of active employment service participantsb) Total number of clients who entered employmentc) 90 Day employment retentiond) Average hourly wage at entered employmente) Entered employment with health benefits available within six months of employment

HHSC No.

**CLIENT SERVICES AGREEMENT
BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND
International Rescue Committee - Dallas**

Exhibit C

The Approved Budget Pages

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

REFUGEE PROGRAM FFY 2014

Lead Contractor Agency Name International Rescue Committee - Dallas
Address 6500 Greenville Ave., Suite 500, Dallas Texas 75206
Contract #
Contract Term (Dates) February 1, 2014 through September 30, 2014

PROGRAM Refugee Employment Enrollment

Is this the budget of a proposed Subcontractor? ☐ No

If yes, list the **Subcontractor's Name:**

Budget Category	Funding
Personnel	\$ 91,033.20
Fringe Benefits	\$ 25,489.24
Travel	\$ 3,390.00
Equipment/Controlled Assets	\$
Supplies	\$ 1,487.00
Contractual	\$
Other Costs	\$ 9,862.70
Total Direct Costs	\$ 131,262.14
Indirect Costs	\$ 11,997.40
Total	\$ 143,260

Contractual - Subcontractors	Funding
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Contractual Total	\$ -

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee - Dallas			
SUB	0			
PROGRAM	Refugee Employment Enrollment			

	Position Title, Employee Name Justification for "Percent Time"	Annual Salary	% Time	Program Total
Example 1	Chief Financial Officer, Jane Doe Provides financial accountability of program	\$ 60,000	25.00%	\$ 15,000.00
Example 2	Program Director, John Doe Directly supervises this program's staff	\$ 50,000	10.00%	\$ 5,000.00
1	Employment Supervisor, James Stokes Directly Supervises Program	\$ 29,496	40.00%	\$ 11,798
2	EconomicEmpow.Specialist, Justin Gandy Provides direct services for job placement	\$ 23,736	10.00%	\$ 2,374
3	Employment Specialist, Omar Hashish Provides direct services for job placement	\$ 22,496	100.00%	\$ 22,496
4	Employment Specialist, Erika Purdy Provides direct services for job placement	\$ 20,816	100.00%	\$ 20,816
5	Employment Assistant, Lal Nung Provides interpretation, transportation, compliance and outreach	\$ 19,112	100.00%	\$ 19,112
6	Deputy Director, Lisa Lewis Program oversight, supervision and compliance	\$ 45,232	15.00%	\$ 6,785
7	ExecutiveDirector, Debi Wheeler Program oversight, supervision and compliance	\$ 59,680	5.00%	\$ 2,984
8	Finance Manager, Nihada Sosevic Provided Financial services and Financial accountability of the program	\$ 38,664	5.00%	\$ 1,933
9	Finance Coordinator, Mioara Cotet Generates program vouchers, checkwriting and distributes client checks.	\$ 11,784	5.00%	\$ 589
10	Receptionist/Finance Assistant, Ana Galindo Assist with checkwriting and distributing checks, HR paperwork,	\$ 19,120	5.00%	\$ 956
11	Office Coordinator, Vacant Assist with HR and office operations	\$ 23,800	5.00%	\$ 1,190
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
Personnel Total				\$ 91,033

*The row directly below "Position Title, Employee Name" is to be used to explain how that Position directly supports the Program in terms of tasks as well as the "% Time" listed.

* List non-employee Contract Labor Services (1099) on "Other Costs" worksheet.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

Fringe Benefits Based on Salaries	%	Applicable Salary	Fringe Total
FICA (7.65%)*	4.99%	\$ 91,033.00	\$ 4,543
Other/Specify**			\$ -
Other/Specify**			\$ -
Total			\$ 4,543

For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.

Fringe Benefits NOT Based on Salaries	Fringe Total
Health Insurance	\$ 9,140
Unemployment	\$ -
Workers Comp	\$ 1,893
Short Term Disability	\$ -
Long Term Disability	\$ -
Retirement	\$ -
Pension	\$ -
401(k)	\$ -
403(b)	\$ 5,635
Other/Specify**	\$ 4,279
Total	\$ 20,947

TOTAL FRINGE BENEFITS \$ 25,489

The employer's share of payroll taxes and other Fringe Benefits expenses are to be listed on this page. **CHARGES FOR PAYROLL SERVICES ARE TO BE LISTED ON THE "OTHER COSTS" WORKSHEET.**

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65. **IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN STATE IN YOUR BUDGET JUSTIFICATION THAT NON-OIRA FUNDING SOURCES IN YOUR ORGANIZATION ARE TAKING RESPONSIBILITY FOR THOSE COSTS.**

** Use "Other/Specify" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other/Specify" expenses cannot be represented as a common percent, list the percent as 100 and enter the combined total amount of all of the "Other/Specify" expenses under Applicable Salary. **THEN DETAIL ALL OF THE "OTHER/SPECIFY" EXPENSES BY ITEM, UNIT COST, AND TOTAL COST, IN THE BUDGET JUSTIFICATION.**

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

TRAVEL BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
6,000	0.565	\$ 3,390
Mileage Total		\$ 3,390

Explanation for all Out-of-State travel must be documented on the Budget Justification worksheet. Travel rates will differ by location both in-state and out-of-state. NOTE: Prior authorization from HHSC must be received for all Out-of-State Travel (include the expenses for

HOTEL CHARGES (not to exceed the State Rate for In-State Travel)*

City	# Nights	# Rooms	Rate	%	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Hotel Total					\$ -

PER DIEM (not to exceed the State Rate for In-State Travel)

# Persons	# Days	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Per Diem Total				\$ -

AIRFARE

Destination	# Persons	Rate	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Airfare Total				\$ -

**** GROUND TRANSPORTATION**

Service	Amount	%	Total
Taxis			\$ -
Airport Shuttles			\$ -
Other **			\$ -
Ground Transportation Total			\$ -

**** TRAVEL-RELATED PARKING**

Location	Amount	%	Total
Airport			\$ -
Other **			\$ -
Parking Total			\$ -

Travel Grand Total	\$ 3,390
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*Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted.

** Provide a detail explanation/calculations for the travel related expenses under this section in the budget justification.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

EQUIPMENT BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

Capital equipment is defined as equipment having a lifespan of at least one (1) year and an original value over \$5,000. All capital equipment that meets this threshold requires pre-approval before purchasing.

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to video recorders, cameras, projectors, CD players, TVs, VCRs, camcorders, DVD players), computers and communication devices and systems (such as but not limited to FAX machines, cell phones, handheld radios, Blackberry devices, pagers, telecopiers) greater than \$500. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Capital Equipment

Description	Life Expectancy	Amount	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment				\$ -

Controlled Assets

Description	Life Expectancy	Amount	%	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Controlled Asset Total				\$ -
Total Controlled Assets/Equipment				\$ -

NOTES:

1. In the Budget Justification, list the Equipment Total/Controlled Assets (just the Grand Total—do not duplicate the information above) and provide an explanation of the Need and Necessity for the Equipment/Asset.
2. Capital Equipment and Supplies with a Unit Cost of \$1,000 or more and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

NOTE: After listing all of the Supplies in the Description categories below, itemize ALL of the Supplies by Item, Unit Cost, and Total Cost in the Itemization Box (except General Office Supplies).

Description	Amount
General Office Supplies	\$ 1,187
Client Education Supplies	\$ -
Client Employment-Training Supplies	\$ -
Client Work Clothes and Tools	\$ 300
Electronic Supplies	\$ -
Furniture	\$ -
Other Supplies	\$ -
Supplies Total	\$ 1,487

ITEMIZATION: Below, list all Items, Unit Costs, and Total Cost Extensions to Match the Line-Item "Amount" column above (do **NOT** list, itemize, or detail the General Office Supplies below). For each item, also briefly describe why it is Needed and Necessary for the program.

Work uniform at \$50 per client for 6 clients.

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

OTHER COSTS BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

NOTE: Please read the category headings carefully before entering the expenses.

NOTE: If expenditure is charged directly to program, the % will be 100%, and check Line Item Box.

Description	Agency Annual Expense	Program %	Total	
RENT			\$ 3,519	
Main Office	\$ 70,374.00	5.00%	\$ 3,519	
Satellite Office/Off Site/Classroom			\$ -	
UTILITIES			\$ 668	Utilities
Main Office	\$ 13,360.00	5.00%	\$ 668	<input type="checkbox"/> Included in Rent
Satellite Office/Off Site/Classroom			\$ -	
ADMINISTRATIVE			\$ 936	
Accounting Fees			\$ -	
Advertising			\$ -	<input type="checkbox"/> Line Item
Audit Fees			\$ -	
Copier Leases	\$ 7,280.00	5.00%	\$ 364	<input type="checkbox"/> Line Item
Copier Maintenance Agreements			\$ -	<input type="checkbox"/> Line Item
Insurance (D&O, Fidelity, Liability)			\$ -	
Janitorial Services			\$ -	
Payroll Services			\$ -	
Postage and Overnight Shipping			\$ -	<input type="checkbox"/> Line Item
Printing			\$ -	<input type="checkbox"/> Line Item
Security			\$ -	
Telephones/Pagers	\$ 11,440.00	5.00%	\$ 572	<input type="checkbox"/> Line Item
OTHER ADMINISTRATIVE			\$ 420	
ISP/Internet/Website Services	\$ 8,400.00	5.00%	\$ 420	<input type="checkbox"/> Line Item
Membership Dues			\$ -	<input type="checkbox"/> Line Item
Subscriptions/Publications			\$ -	<input type="checkbox"/> Line Item
DIRECT CLIENT SERVICES			\$ 3,940	
Childcare			\$ -	<input type="checkbox"/> Line Item
Bus Passes	\$ 500.00	100.00%	\$ 500	<input checked="" type="checkbox"/> Line Item
Taxi Vouchers			\$ -	<input type="checkbox"/> Line Item
Other Transportation			\$ -	<input type="checkbox"/> Line Item
Translation/Interpretation	\$ 1,440.00	100.00%	\$ 1,440	<input checked="" type="checkbox"/> Line Item
Client PRP Exams/Fees	\$ 2,000.00	100.00%	\$ 2,000	<input checked="" type="checkbox"/> Line Item
Vocational Course Fees			\$ -	<input type="checkbox"/> Line Item
OJT Subsidies			\$ -	<input type="checkbox"/> Line Item
			\$ -	
OTHER (LIST)			\$ 380	
Conference Fees			\$ -	<input type="checkbox"/> Line Item
Staff Training			\$ -	<input type="checkbox"/> Line Item
Leased Vehicle Expenses			\$ -	<input type="checkbox"/> Line Item
Bank Fees	\$ 1,600.00	5.00%	\$ 80	<input type="checkbox"/> Line Item
Volunteer Background Check	\$ 300.00	100.00%	\$ 300	<input checked="" type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
			\$ -	<input type="checkbox"/> Line Item
Other Total			\$ 9,863	

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
IMMIGRATION AND REFUGEE AFFAIRS**

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

	Indirect Cost Rate Agreement
Type	Provisional
Effective Period	10/1/12 until Amended
Rate	9.14%
Applicable To	US Programs
Base	All direct costs

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 131,262.59	9.14%	\$ 11,997
Indirect Costs Total		\$ 11,997

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs:

**Assistance in Determining the Base Amount when the
Approved Base Involves All Direct Costs:**

T = Total Contract Award (or Total Contract Award minus costs not chargeable as Direct Costs)

R = Indirect Cost Rate Agreement

Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	$\frac{T}{(1 + R)}$
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Example (using a Rate of 12.1%)

T = \$91,465.00

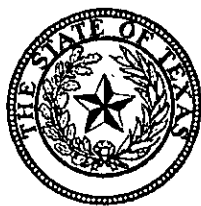
(1 + R) = 1 + 12.1% = 1.121

Base = \$91,465.00 / 1.121 = \$81,592.33

Texas Health and Human Services Commission (HHSC)
Office of Immigration and Refugee Affairs (OIRA)
BUDGET JUSTIFICATION

AGENCY	International Rescue Committee - Dallas
SUB	0
PROGRAM	Refugee Employment Enrollment

Budget Category	
Fringe Benefits - Provide clear calculations and details of the "Other/Specify" Line Item. Provide names of other funding sources if your agency charges less than 7.65% for FICA.	
FICA is calculated over all the salaries paid by IRC HQ, the cap on FICA comes into effect thereby reducing the overall rate for the org.	
FICA is comprised of 2 rates-1.45% on full salary and 3.54% up to the first \$113,700 earned.	
Others: Life and AD&D insurance 1.14%, Staff professional training 1.15% and other insurance and benefits - 2.41% which totals 4.7% and $91,033 \times 4.7\% = \$4,279$	
Travel - detail the Out-of-State Travel (purpose of trip and staff) & provide detailed calculations of items listed under Out of State travel, Ground Transportation, Parking, and/or Other.	
Out of State Travel	
Purpose of Trip:	
Hotel calculations	
Per diem calculations	
Airfare	
Ground Transportation (out of State)	
Travel Related Parking (out of State)	
Other:	
Ground Transportation (in- State)	
Taxis:	
Airport Shuttles:	
Other:	
Travel Related Parking (in State)	
Airport Parking:	
Other:	
Capital Equipment & Controlled Assets - detail the Need or Necessity of the items	
Capital Equipment Total	
Other Costs - provide clear calculations (formula) for each amount listed in the Agency Annual Expense column. If the amount is charged 100% directly to the program then indicate the total amount as a "direct cost based on historical expense" or "annual flat fee".	
Rent	
	Main Office: $\$8,796.75$ per month $\times 8$ months = $\$70,374 \times 5\%$ (program share of total agency budget)
Utilities	
	Main Office $\$1,670$ per month $\times 8$ months = $\$13,360 \times 5\%$ (program share of total agency budget)
	Satellite Office/Off Site/Classroom
Administrative	
	Accounting Fees
	Advertising
	Audit Fees
	Copier Lease: $\$910$ per month $\times 8$ months = $\$7,280 \times 5\%$ (program share of total agency budget)
	Copier Maintenance Agreements
	Insurance (D&O, Fidelity, Liability)
	Janitorial Services
	Payroll Services
	Postage and Overnight Shipping
	Printing
	Security
	Telephones/Pagers $\$1,430$ per month $\times 8$ months = $\$11,440 \times 5\%$ (program share of total agency budget)
Other Administrative	
	ISP/Internet/Website Services $\$1,050$ per month $\times 8$ months = $\$8,400 \times 5\%$ (program share of total agency budget)
	Membership Dues
	Subscription/Publications
Direct Client Services	
	Childcare
	Bus Passes: 20 books at $\$25$ each
	Taxi Vouchers
	Other Transportation
	Translation/Interpretation fees at 15 hours per month for 8 months at $\$12$ per hour
	Client PRP Exams/Fees: 4 clients at $\$500$ each
	Vocational Course Fees
	OJT Subsidies
Other	
	Conference Fees:
	Staff Training
	Leased Vehicle Expenses
	Bank Fees $\$200$ per month $\times 8$ months = $\$1,600 \times 5\%$ (program share of total agency budget)
	Volunteer Background Check $\$30 \times 10$ volunteers = $\$300$



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Patricia Long

Printed Name

CFO

Title

Date

02-14-2014

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

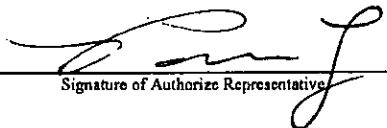
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor International Rescue Committee, Inc.	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
-----------------------------------------------------------------------------	--------------------------------------	-----------------------------------

 Signature of Authorize Representative	02-14-2014 Date	Printed/Typed Name and Title of Authorized Representative Patricia Long, CFO
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CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debaring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- 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".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 \$100,000 for each such failure.

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

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor International Rescue Committee	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
----------------------------------------------------------------------------------	--------------------------------------	-----------------------------------

Name of Authorized Representative (type or print) Patricia Long	Title CFO
---------------------------------------------------------------------------	---------------------

Signature--Authorized Representative

Date

02-14-2014



State of Texas
Health & Human Services Commission

NONDISCLOSURE and PROCUREMENT INTEGRITY STATEMENT

PROCUREMENT/SOLICITATION NUMBER:

PROCUREMENT/SOLICITATION NAME: International Rescue Committee Dallas

ACKNOWLEDGMENT

As an employee or contractor of the Texas Health and Human Services Commission (HHSC) or a Health and Human Services (HHS) agency, I may be provided access to sensitive information regarding the proposed procurement of goods and services for HHSC or an HHS agency. As such, I acknowledge that:

My access to this information is provided solely in my capacity as an employee, representative or contractor of HHSC or an HHS agency;

My access to this information is solely for the purpose of discharging the duties of HHSC or an HHS agency regarding the proposed procurement;

Premature or unauthorized disclosure of this information will irreparably harm the State's interests in the proposed procurement and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act, Chapter 552, Texas Government Code; and

The information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

AGREEMENT

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as an HHSC or HHS agency employee or contractor— whether written or oral, formal or informal — for the following purposes only:

- To provide the goods, services and/or deliverables required or requested under this HHSC or HHS agency procurement;
- To provide advice, opinion or recommendation requested by HHSC or an HHS agency in the course of fulfilling the duties regarding the proposed procurement as prescribed under the resulting contract;
- To evaluate the submissions received from vendors or offerors in connection with the proposed procurements; and
- To assist HHSC or an HHS agency in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the procurement.

I further agree that I will regard any such information as confidential and that I will not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- When authorized in writing by an HHSC or HHS employee associated with the respective proposed procurement;
- When required by court order, subpoena, or ruling of the Attorney General;
- When advised by HHSC Legal Counsel that disclosure is required by law or legal process;
- When the information has previously been released to the general public by HHSC or an HHS agency regarding the respective proposed procurement -provided such release was not inadvertent or unintentional; and
- When required, to brief or inform a superior provided the superior is informed of and agrees to the limitations on further disclosure contained in this statement.

In the event I receive a request for information relating to the proposed procurement either during or after the performance of this resulting contract, I agree to do the following:

- Notify HHSC or HHS agency employee associated with the respective proposed procurement as soon as practical following receipt of the request; and
- Seek advice from appropriate legal counsel regarding my ability to disclose the information.

The aforementioned statements supersede any other on-disclosure statement related to the proposed procurement. Any prior authorizations relating to access to information related to the proposed procurement are withdrawn.

In addition, I agree to notify the HHSC or HHS agency employee associated with the respective proposed procurement immediately if I learn or have reason to believe that any information covered by this Procurement Integrity and Nondisclosure Statement has been disclosed, intentionally or unintentionally, by any person.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

Signature

Patricia Long

Printed Name

Date

02-14-2014

Form Number: CPP0434

HHSC Contract No. _____

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

International Rescue Committee, Inc.
Name of Contractor/Vendor

02-14-2014
Date

Patricia Long
Printed Name of Individual

CFO
Title of Individual

Effective Date: 04/02/2007

Revision Date: February 7, 2013

HHSC Contract No. 529-14-0096-00007A

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
Amendment A

The Texas Health and Human Services Commission, hereinafter referred to as the Commission, and, International Rescue Committee, Inc., hereinafter referred to as the Contractor, entered into a contract effective February 1, 2014 through September 30, 2014, for the purpose of providing Refugee Employment Services. The Commission and the Contractor may be referred to collectively as the "Parties", or either may be referred to singularly as the "Party".

I.

The Parties agree to amend this contract to provide additional funds. The total amount of this contract, as amended, is increased by **\$212,080** for a revised contract total of **\$355,340**.

II.

The amended Plan(s) will be maintained on file with the Commission as a part of the contract amendment. Any change, modification or amendment thereto, must be made with the prior written approval of the Commission except as otherwise provided in this amendment and any such change, modification or amendment, of, such Plan(s) is not effective until approved by the Commission. Such original contract documents, including the Plan of Operation and Budget, together with any approved amendment maintained on file by the Commission will be considered to be the controlling instrument in case any dispute arises relative to the wording of any portion of such contract, implementation plan or amendment thereto.

III.

In accordance with the requirements of § 2155.005, Texas Government Code, the Contractor hereby certifies that neither the Contractor, nor the person represented by the Contractor, nor any person acting for the represented person has: (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commerce Code, or the federal antitrust laws; or directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

The following marked or listed certification(s) is/are on file with both the Health and Human Services Commission and the Contractor or sub-grantee and is/are hereby incorporated into this contract by specific reference:

- (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts;
- (2) Certification Regarding Federal Lobbying;
- (3) Child Support Certification;
- (4) Nondisclosure Statement; and
- (5) Anti-Trust Certification.

IV.

The contract amendment is effective October 1, 2014 through September 30, 2015. All other terms and conditions of the contract not in conflict with this amended contract are continued in full force and effect.

HHSC Contract No. 529-14-0096-00007A

v.

Each party has caused its authorized representative to execute this amended contract as of the Effective Date.

**Texas Health and Human Services
Commission**

**Agency Name: International Rescue
Committee, Inc.**

By: Kyle Janek

Printed Name: Kyle L. Janek, M.D.

Title: Executive Commissioner

Date: 10.2.14

By: Patricia Long

Printed Name: PATRICIA LONG
SENIOR VICE PRESIDENT OF FINANCE

Title: ADMINISTRATION, CEO

Date: 9/28/14

HHSC Contract No. 529-14-0096-00007A

**AMENDMENT A
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
INTERNATIONAL RESCUE COMMITTEE, INC.
FOR
REFUGEE EMPLOYMENT SERVICES**

**EXHIBIT A
CONTRACTOR'S APPROVED PLAN OF OPERATIONS**

**STATE OF TEXAS
HEALTH AND HUMAN SERVICES COMMISSION
Office of Immigration and Refugee Affairs**

**FY 2015 Refugee Employment Services Contract
Contract Plan of Operation Summary**

<u>Contractor:</u>	International Rescue Committee, Inc.
<u>Contract Term:</u>	October 1, 2014 through September 30, 2015
<u>Contract Number:</u>	529-14-0096-00007A
<u>Contract Amount:</u>	\$212,080
<u>Geographical Area of Services:</u>	Dallas County and Surrounding Area
<u>Service Description:</u>	Provide Employment services to eligible refugees who are receiving Refugee Cash Assistance.
<u>Contract Outcomes:</u>	<p>Contractors are required to provide employment services as required by HHSC and in accordance with the Refugee Social Service Provider Manual. The contractor is required to track and report client service activity as required by HHSC using the HHSC Refugee Data Center database including, but not limited to, the following:</p> <ul style="list-style-type: none">a) Total number of active employment service participantsb) Total number of clients who entered employmentc) 90 Day employment retentiond) Average hourly wage at entered employmente) Entered employment with health benefits available within six months of employment

HHSC Contract No. 529-14-0096-00007A

AMENDMENT A
TO THE
AGREEMENT BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES COMMISSION
AND THE
INTERNATIONAL RESCUE COMMITTEE, INC.
FOR
REFUGEE EMPLOYMENT SERVICES

EXHIBIT B
APPROVED BUDGET

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FFY 2015

Lead Agency Name	International Rescue Committee, Inc
Address	6500 Greenville Ave, Suite#500, Dallas, TX 75206
Contract #	529-14-0096-00007A
Contract Term (Dates)	10/1/2014-9/30/15

Program	Refugee Employment Services (non-competitive)
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Is this the budget of a proposed Subcontractor?	No	If yes, list the Subcontractor's Name:
-------------------------------------------------	----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------

Budget Category	Funding
Personnel	\$ 131,296
Fringe Benefits	\$ 36,763
Travel	\$ 2,677
Equipment/Controlled Assets	\$ -
Supplies	\$ 1,000
Contractual	\$ -
Other Costs	\$ 22,584
Total Direct Costs	\$ 194,319
Indirect Costs	\$ 17,760
Total	\$ 212,080

Contractual - Subcontractors	Funding
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Contractual Total	\$ -

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

	Position Title, Employee Name	Annual Salary	% Time	Program Total	FT or PT position	Justification for % Time Explain how the Position directly supports the Program in terms of tasks as well as the "% Time" listed.
Example 1	Chief Financial Officer, Jane Doe	\$ 60,000	25.00%	\$ 15,000.00	FT	Provides financial accountability of program
1	Senior Manager, Ec Em-James Stokes	\$ 45,564	35.00%	\$ 15,947	FT	Directly Supervises Program
2	Econ.Empow.Specialist-Justin Gandy	\$ 36,672	10.00%	\$ 3,667	FT	Provides direct services for job placement
3	Employment Specialist-Omar Hashish	\$ 35,112	95.00%	\$ 33,356	FT	Provides direct services for job placement
4	Employment Specialist-Erika Purdy	\$ 32,160	95.00%	\$ 30,552	FT	Provides direct services for job placement
5	Employment Specialist-Lai Sang	\$ 32,148	95.00%	\$ 30,541	FT	Provides direct services for job placement
6	Deputy Director-Lisa Lewis	\$ 70,584	5.00%	\$ 3,529	FT	Provides program oversight and outreach
7	Executive Director-Dabi Wheeler	\$ 92,208	5.00%	\$ 4,610	FT	Program oversight, supervision, and compliance
8	Finance Manager-Nihada Sosevic	\$ 60,312	5.00%	\$ 3,016	FT	Provides financial services and financial accountability of the program
9	Finance Coordinator-Moara Colet	\$ 17,908	5.00%	\$ 890	PT	Generating monthly reports, submitting invoices for payments
10	Finance Coordinator-Vacant	\$ 33,396	5.00%	\$ 1,670	FT	Generates program vouchers, check writing and distributing
11	Operations Coordinator-Milegros Cruz	\$ 40,800	5.00%	\$ 2,040	FT	Oversees check pick up, client reception area, HR and office operations
12	Receptionist/Finance Assistant-Ana Galindo	\$ 29,544	5.00%	\$ 1,477	FT	Generates program vouchers, check writing and distributing
13				\$ -		
14				\$ -		
15				\$ -		
16				\$ -		
17				\$ -		
18				\$ -		
19				\$ -		
20				\$ -		
Personnel Total				\$ 131,296		

NOTES:

List non-employee Contract Labor Services (1099) on "Other Costs" worksheet

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

Fringe Benefits based on salaries	%	Applicable Salary	Fringe Total	*Provide names of other funding sources if your agency charges less than 7.65% for FICA. **Detail "Other" expenses by item, unit cost, and total cost.
FICA (7.65%)*	4.99%	\$ 131,296.00	\$ 6,552	FICA is calculated over all the salaries paid by IRC HQ, the cap on FICA comes into effect there by reducing the overall rate for the organizations. FICA is comprised of 2 rates: 1.45% on full salaries and 3.54% to the first \$113,700 earned.
Other**			\$ -	
Other**			\$ -	
Total			\$ 6,552	

Fringe Benefits NOT based on salaries	Fringe Total	**Detail "Other" expenses by item, unit cost and total cost.
For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and workers compensation.		
Health Insurance	\$ 13,182	
Unemployment	\$ -	
Workers Comp	\$ 2,731	
Short Term Disability	\$ -	
Long Term Disability	\$ -	
Retirement	\$ -	
Pension	\$ -	
401(k)	\$ -	
403(b)	\$ 8,127	
Other**	\$ 6,171	Life and Accident Insurance 1.14%, Staff Professional Training 1.15%, and Other Insurance 2.41%
Total	\$ 30,211	
TOTAL FRINGE		\$ 36,763

NOTES:

The employer's share of payroll taxes and other Fringe Benefits expenses should be listed on this page. CHARGES FOR PAYROLL SERVICES SHOULD BE LISTED ON THE "OTHER COSTS" PAGE.

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65. IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN PROVIDE NAMES OF OTHER FUNDING ABOVE.

** Use "Other" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other" expenses cannot be represented as a common percent, list the percentage as 100% and enter the combined total amount of all of the "Other" expenses under Applicable Salary.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
4,780	0.56	\$ 2,677

Trip One							
Destination				% Charged to program			
# People				# Days		# Nights	
Purpose of Trip							
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*
		\$ -		\$ -			
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost							
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost							
Total Trip							\$ -

Trip Two							
Destination				% Charged to program			
# People				# Days		# Nights	
Purpose of Trip							
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*
		\$ -		\$ -			
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost							
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost							
Total Trip							\$ -

Total In-State Travel \$ 2,677

NOTES:

*Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel.
Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted.
Prior authorization from HHSC for out-of-state travel is required.
You must include expenses for at least one OIRA-sponsored workshop, training, or conference.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

Use this page only if you need additional space to record more than two trips. Trip One and Trip Two should be listed on the previous worksheet.

Trip Three								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -				
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Trip Four								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -				
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Total In-State Travel \$ -

NOTES:								
*Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel. Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted. Prior authorization from HHSC for out-of-state travel is required. You must include expenses for at least one OIRA-sponsored workshop, training, or conference.								

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (OUT OF STATE)

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

Trip One								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -				
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Trip Two								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -				
*Ground Transportation Justification: Please detail the type (Taxi, Airport Shuttle, Other) and the cost								
**Travel-Related Parking: Please detail the type of parking expenses (Airport, Hotel, Other) and the cost								
Total Trip								\$ -

Total Out-of-State Travel \$ -

NOTES:

*Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel. Unless the contractor has an agency-wide, Board-approved policy. Rates must be reasonable and adhere to state rates noted. Prior authorization from HHSC for out-of-state travel is required. You must include expenses for at least one OIRA-sponsored workshop, training, or conference. **Discuss with OIRA Program Specialist if total funding amount received from OIRA is less than \$50,000.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

EQUIPMENT BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

CAPITAL EQUIPMENT

Capital Equipment is defined as equipment having a lifespan of at least one (1) year and an original value **over \$5,000**. All capital equipment that meets this threshold requires pre-approval before purchasing.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Equipment					\$ -	

CONTROLLED ASSETS

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to cameras, projectors, TVs, DVD players), computers and communication devices (such as but not limited to fax machines, cell phones) **greater than \$500**. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Controlled Asset Total					\$ -	

Total Capital/Controlled \$ -

NOTES

Capital Equipment and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

Description	Amount	ITEMIZATION & JUSTIFICATION List all items, unit cost, and number of units and provide an explanation for the need
General Office Supplies	\$ 1,000	N/A
Client Education Supplies		
Client Employment-Training Supplies	\$ -	
Client Work Clothes and Tools		
Electronic Supplies	\$ -	
Furniture	\$ -	
Other Supplies	\$ -	
Supplies Total	\$ 1,000	

NOTES: General Office Supplies do not need to be itemized

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

OTHER COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc
SUB	0
PROGRAM	Refugee Employment Services (non-competitive)

				BUDGET JUSTIFICATION				
Description	Agency Annual Expense	Program % Note: If expenditure is charged directly to program, the % will be 100%	Total	Program % Place an "X" in the appropriate column				Explanation of "Agency Annual Expense"
				X based on FTEs	% based on share of total annual expense	% based on square footage	Other	
RENT			\$ 11,740					
Main Office	\$ 117,400.00	10.00%	\$ 11,740		X			Annual Flat Fee
Satellite Office/Off Site/Classroom			\$ -					
UTILITIES			\$ 2,180					
Main Office	\$ 21,800.00	10.00%	\$ 2,180		X			Average cost based on historical usage
Satellite Office/Off Site/Classroom			\$ -					
ADMINISTRATIVE			\$ 4,714					
Accounting Fees			\$ -					
Advertising			\$ -					
Audit Fees			\$ -					
Copier Leases	\$ 24,000.00	10.00%	\$ 2,400		X			Flat Fee
Copier Maintenance Agreements			\$ -					
Insurance (D&O, Fidelity, Liability)	\$ 11,736.00	10.00%	\$ 1,174		X			Flat Fee
Janitorial Services			\$ -					
Payroll Services			\$ -					
Postage and Overnight Shipping	\$ 2,400.00	10.00%	\$ 240		X			Average monthly cost based on historical usage
Printing	\$ 800.00	10.00%	\$ 80		X			Average monthly cost based on historical usage
Security			\$ -					
Telephones/Pagers	\$ 8,400.00	10.00%	\$ 840		X			Average monthly cost based on historical usage
OTHER ADMINISTRATIVE			\$ 1,200					
ISP/Internet/Website Services	\$ 12,000.00	10.00%	\$ 1,200		X			Average monthly cost based on historical usage
Membership Dues			\$ -					
Subscriptions/Publications			\$ -					
DIRECT CLIENT SERVICES			\$ 1,470					
Childcare			\$ -					
Bus Passes	\$ 750.00	100.00%	\$ 750				X	25 bus passes books at \$30 each = \$750
Taxi Vouchers			\$ -					
Other Transportation			\$ -					
Translation/Interpretation	\$ 720.00	100.00%	\$ 720				X	60 interpretation hours at \$12 per hour = \$720
Client PRP Exams/Fees			\$ -					
Vocational Course Fees			\$ -					
OUT Subsidies			\$ -					
Other			\$ -					
OTHER (LIST)			\$ 1,300					
Conference Fees			\$ -					
Staff Training			\$ -					
Leased Vehicle Expenses			\$ -					
Background check	\$ 300.00	100.00%	\$ 300				X	\$30 per background check for volunteers x 10 volunteers = \$300
Bank Fees	\$ 3,000.00	10.00%	\$ 300		X			Annual Flat Fee
Software Agreements	\$ 3,000.00	10.00%	\$ 300		X			Annual Flat Fee
IT Hardware	\$ 4,000.00	10.00%	\$ 400		X			Annual Flat Fee
			\$ -					
Other Total			\$ 22,584					

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc		
SUB	0		
PROGRAM	Refugee Employment Services (non-competitive)		

Indirect Cost Rate Agreement	
Type	Provisional
Effective Period	10/1/2011 until Amended
Rate	9.14%
Applicable To	US Programs
Base	Indirect charges have been computed at 9.14% of direct program charges, except for non expendable property over \$5,000 and subgrant expenses over \$25,000 per sub-award. This consists of 7.48% to cover a portion of the IRC's headquarters administrative costs, 0.72% for audit cost and 0.94% USG Compliance Unit. These IRC rates are Provisional per the Negotiated Indirect Cost Recovery Rate with IRC's cognizant federal agency, US Agency for International Development.

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 194,312.99	9.14%	\$ 17,760
Indirect Costs Total		\$ 17,760

NOTES

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

Assistance in Determining the Base Amount when the Approved Base Involves All Direct Costs:

T = Total Contract Amount
R = Indirect Cost Rate Agreement
Base Amount = Direct Costs (costs chargeable as Direct Costs)

$$\text{Base} = \frac{T}{(1 + R)}$$

Example (using a Rate of 12.1%)

T = \$91,465.00
(1 + R) = 1 + 12.1% = 1.121
Base = \$91,465.00 / 1.121 = \$81,592.33

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

SUBCONTRACT #1 - SUMMARY BUDGET

AGENCY	International Rescue Committee, Inc
PROGRAM	Refugee Employment Services (non-competitive)

Subcontractor Name	
Address	

Budget Category	Funding
Personnel	
Fringe Benefits	
Travel	
Equipment/Controlled Asset	
Supplies	
Contractual	
Other Costs	
Total Direct Costs	\$
Indirect Costs	
Total	\$



USAID
FROM THE AMERICAN PEOPLE

NEGOTIATED INDIRECT COST RATE AGREEMENT

October 7, 2013

ORGANIZATION

International Rescue Committee
122 East 42nd Street,
New York, NY 10168

The rates approved in this Agreement are for use on grants, contracts and other agreements with the Federal Government to which OMB Circular A-122 applies, subject to the conditions in section II.A, below. The rate(s) were negotiated by the U.S. Agency for International Development in accordance with the authority contained in Attachment A, Section E.2.(a), of the Circular.

SECTION I: NEGOTIATED INDIRECT COST RATES

TYPE	EFFECTIVE PERIOD		INDIRECT COST RATES					
	FROM	THROUGH	FRINGE BENEFITS (a)	INTERNATIONAL PROGRAMS (b)	U.S. PROGRAMS (c)	WOMEN'S REFUGEE COMMISSION (d)	INTERNAL AUDIT (e)	GRANTS UNIT (f)
Final	10-01-11	09-30-12	28.15%	8.04%	7.67%	5.75%	.82%	1.09%
Provisional	10-01-12	Until Amended	28.00%	7.84%	7.48%	5.56%	.72%	.94%

Base of Application

- Total labor dollars for all US and Expatriate IRC staff
- Total program service expenditures less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, U.S. Government legislated entitlement payments and unallowable costs
- Total program service expenditures of Federal Funds less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, and U.S. Government entitlement payments. This rate is issued to recover all internal audit expenses directly related to the OMB Circular A-133 audit requirements
- Total program service expenditures of Federal Funds less capital expenditures, donated goods and services, contributions in-kind, subgrants in excess of \$25,000, and U.S. Government entitlement payments. This rate is issued to recover all U.S. Government compliance function expenses directly related to OMB Circulars, excluding A-133 audit requirements, Federal Acquisition Regulations and all other applicable requirements

SECTION II: GENERAL

- A. LIMITATIONS: Use of the rate(s) contained in this Agreement is subject to all statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the grantee or allocated to the grantee via an approved central service cost allocation plan were included in its indirect cost rate proposal and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles,
 2. That the information provided by the grantee which was used as a basis for acceptance of the rate(s) to herein is not subsequently found to be materially inaccurate,
 3. That the same costs that have been treated as indirect costs have not been claimed as direct costs, and
 4. That similar types of costs have been accorded consistent treatment.
- B. ACCOUNTING CHANGES: The grantee is required to provide written notification to the indirect cost negotiator prior to implementing any changes which could affect the applicability of the approved rates. Any changes in accounting practice to include changes in the method of charging a particular type of cost as direct or indirect and changes in the indirect cost allocation base or allocation methodology require the prior approval of the Office of Overhead, Special Cost and Closeout (OCC). Failure to obtain such prior written approval may result in cost disallowance.
- C. NOTIFICATION TO FEDERAL AGENCIES: A copy of this document is to be provided by this organization to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. PROVISIONAL-FINAL RATES: The grantee must submit a proposal to establish a final indirect cost rate within nine months after its fiscal year end. Billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

E. SPECIAL REMARKS:

1. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in the agreement should be adjusted to the applicable rate(s) cited herein which should be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.
2. Grants/contracts providing for ceilings as to the indirect cost rate(s) or amount(s), which are indicated in Section I above, will be subject to the ceilings stipulated in the grant, contract or other agreement. The ceiling rate(s) or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the grant or contract agreement.
3. The rates hereby approved are subject to periodic review by the Government at any time their use is deemed improper or unreasonable. You are requested to advise the Government promptly of any circumstances, which could affect the applicability of the approved rates.
4. You are directed to promptly submit adjustment vouchers or final vouchers for all flexibly priced grants, contracts or other agreements. Audit adjustments should be clearly delineated so as to be readily identifiable for verification by this office. Care should be taken that amounts claimed do not exceed award limitations or indirect cost rate ceilings.

ACCEPTED: International Rescue Committee

By:

Signature

Patricia Long

Printed or Typed Name

CFO, SVP Finance & Admin

Title

October 14, 2013

Date

James N. Davis

Contracting Officer

Overhead, Special Cost and Closeout Branch

Cost, Audit and Support Division

Office of Acquisition and Assistance

U.S. Agency for International Development

HHSC Contract No. 529-14-0096-00007B

AMENDMENT B
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE EMPLOYMENT SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE, INC.

This Amendment B ("**Amendment**") to the Client Services Agreement for Refugee Employment Services by and between the Texas Health and Human Services Commission ("**HHSC**") and International Rescue Committee, Inc. ("**CONTRACTOR**") dated effective February 1, 2014 (HHSC Contract No. 529-14-0096-00007; as amended, the "**Agreement**"), is entered into by and between HHSC and CONTRACTOR in order to amend the Agreement as follows:

1. Term of Contract

The Agreement is renewed for one (1) 12 month renewal option ("**Current Renewal Term**"), which begins on October 1, 2015 and continues through September 30, 2016, unless terminated earlier in accordance with the terms of the Agreement. The Agreement may be renewed up to two (2) additional 12 month renewal options ("**Renewal Terms**"), at the option of the Parties. The Current Renewal Term and all future Renewal Terms are subject to the terms and conditions of the Agreement, including those related to appropriation of funds.

2. Contract Award

The total amount for the Agreement is increased by \$235,860.00 for the Current Renewal Term. Continued funding for the Agreement is contingent upon availability of State and Federal funds.

3. Plans of Operations

The CONTRACTOR's Plan of Operations for the Current Renewal Term, including all related attachments, is attached to this Amendment as Exhibit A ("**Renewal Term Plan of Operations**"). The Renewal Term Plan of Operations replaces the Plan of Operations attached to Amendment A of the Agreement with respect to the Current Renewal Term as well as all future Renewal Terms, unless the Agreement is subsequently amended to incorporate specific plans of operations for future Renewal Terms. All references to Plan of Operations in the Agreement are deemed to mean the Renewal Term Plan of Operations with respect to the Current Renewal Term and all Renewal Terms, unless otherwise amended subsequent to this Amendment.

4. Budget Pages

The CONTRACTOR's Budget Pages for the Current Renewal Term, including the budget narrative and all other related attachments, is attached to this Amendment as Exhibit B ("**Renewal Term Budget Pages**"). The Renewal Term Budget Pages replaces the Budget Pages attached to Amendment A of the Agreement with respect to the Current Renewal Term as well as all future Renewal Terms, unless the Agreement is subsequently amended to incorporate specific budget plans for future Renewal Terms. All references to Budget Pages in the Agreement are deemed to mean the Renewal Term Budget Pages with respect to the Current Renewal Term and all Renewal Terms, unless otherwise amended subsequent to this Amendment.

5. Entirety of Agreement.

The terms of this Amendment B are in addition to, and construed together with, the terms of the Agreement, including any previous amendments to the Agreement. In the event of conflict in any language in the Agreement, any previous amendments to the Agreement, and this Amendment B, the language in this Amendment B will control. All other terms and conditions of the Agreement and any previous amendments remain in full force and effect.

6. Compliance with Laws.

CONTRACTOR must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to the Agreement, including those referenced in the Agreement, as those laws, rules, regulations, requirements and guidelines currently exist and as they are amended or replaced throughout the term of the Agreement, including all Renewal Terms.

7. Capitalized Terms.

Capitalized items used in this Amendment B and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Amendment B has been signed by an authorized representative of each Party, to be effective as of September 30, 2015 or the last signature date below, whichever is earlier.

<p>Texas Health and Human Services Commission</p>  <p>Michelle Harper</p> <p>Associate Commissioner</p> <p>8/27/15</p> <p>Date</p>	<p>International Rescue Committee, Inc.</p>  <p>Name: KIM GILDERSLEEVE</p> <p>Associate Director, Global Grants & Contracts</p> <p>Title</p> <p>August 5, 2015</p> <p>Date</p>
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AMENDMENT B
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE EMPLOYMENT SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE, INC.

EXHIBIT A
RENEWAL TERM PLAN OF OPERATIONS

**STATE OF TEXAS
HEALTH AND HUMAN SERVICES COMMISSION
Office of Immigration and Refugee Affairs**

**FY 2016 Refugee Employment Services (RES) Contract
Contract Plan of Operation Summary**

<u>Contractor:</u>	International Rescue Committee, Inc.
<u>Contract Term:</u>	October 1, 2015 through September 30, 2016
<u>Contract Number:</u>	529-14-0096-00007B
<u>Contract Amount:</u>	\$235,860.00
<u>Geographical Area of Services:</u>	Dallas County and surrounding Area
<u>Service Description:</u>	Provide Employment services to eligible refugees who are receiving Refugee Cash Assistance.
<u>Contract Outcomes:</u>	<p>Contractors are required to provide employment services as required by HHSC and in accordance with the Refugee Social Service Provider Manual. The contractor is required to track and report client service activity as required by HHSC using the HHSC Refugee Data Center database including, but not limited to, the following:</p> <ul style="list-style-type: none">a) Total number of active employment service participants;b) Total number of clients who entered employment;c) 90 Day employment retention;d) Average hourly wage at entered employment;e) Entered employment with health benefits available within six months of employment.

AMENDMENT B
TO THE CLIENT SERVICES AGREEMENT FOR
REFUGEE EMPLOYMENT SERVICES
BY AND BETWEEN
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION AND
INTERNATIONAL RESCUE COMMITTEE, INC.

EXHIBIT B

RENEWAL TERM BUDGET PAGES

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FFY 2016

Lead Agency Name	International Rescue Committee, Inc.
Address	6500 Greenville Avenue, Ste 500, Dallas, Texas 75206
Contract #	529-14-0096-00007B
Contract Term (Dates)	10/1/2015 - 9/30/2016
Program	RSS Employment (non competitive)
Is this the budget of a proposed Subcontractor?	No
If yes, list the Subcontractor's Name:	

Budget Category	Funding
Personnel	\$ 147,621
Fringe Benefits	\$ 43,548
Travel	\$ 3,640
Equipment/Controlled Assets	\$ -
Supplies	\$ 760
Contractual	\$ -
Other Costs	\$ 20,638
Total Direct Costs	\$ 216,207
Indirect Costs	\$ 19,653
Total	\$ 235,860

>>>>

Contractual - Subcontractors	Funding
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Contractual Total	\$ -

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

PERSONNEL BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

	Position Title, Employee Name	Annual Salary	% Time	Program Total	Justification for % Time Explain how the Position directly supports the Program in terms of tasks as well as the "% Time" listed.
Example 1	Chief Financial Officer, Jane Doe	\$ 60,000	25.00%	\$ 15,000.00	Provides financial accountability of program
1	Senior Manager Ec.Emp.-James Stokes	\$ 48,342	35.00%	\$ 16,920	Directly supervises program
2	Employment Specialist-Justin Gandy	\$ 36,671	95.00%	\$ 34,838	Provides direct services for job placement
3	Economic Empow.Specialist-Zarni White	\$ 33,107	10.00%	\$ 3,311	Provides direct services for job placement
4	Employment Specialist-Erika Purdy	\$ 33,125	95.00%	\$ 31,468	Provides direct services for job placement
5	Employment Specialist- Lal Sang	\$ 33,107	95.00%	\$ 31,451	Provides direct services for job placement
6	Deputy Director-Daley Ryan	\$ 54,060	10.00%	\$ 5,406	Provides program oversight and outreach
7	Executive Director-Donna Duvin	\$ 107,100	8.00%	\$ 8,568	Program oversight, supervision , and compliance
8	Finance Manager-Nihada Sosevic	\$ 67,748	9.00%	\$ 6,097	Provides financial services and financial accountability of the program
9	Finance Coordinator-Mioara Cotet	\$ 18,164	8.00%	\$ 1,453	Generates monthly reports and submits invoices for payments
10	Finance Coordinator-Omar Hashish	\$ 35,814	8.00%	\$ 2,865	Generates program vouchers, prints and distributes checks
11	Operations Coordinator-Andrea Aguirre	\$ 36,414	8.00%	\$ 2,913	Oversees check pick up, follows up on uncollected checks
12	Receptionist/Op.Assistant-Grace Naw Ma Tur	\$ 29,131	8.00%	\$ 2,330	Oversees check distribution, mails checks to Abilene, registers payments in tracking sheet
13				\$ -	
14				\$ -	
15				\$ -	
16				\$ -	
17				\$ -	
18				\$ -	
19				\$ -	
20				\$ -	
Personnel Total				\$ 147,621	

NOTES:

List non-employee Contract Labor Services (1099) on "Other Costs" worksheet

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

FRINGE BENEFITS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Fringe Benefits based on salaries	%	Applicable Salary	Fringe Total	*Provide names of other funding sources if your agency charges less than 7.65% for FICA. **Detail "Other" expenses by item, unit cost, and total cost.
FICA (7.65%)*	5.51%	\$ 147,621.00	\$ 8,134	For budgeting purposes, the FICA rate for IRC is 5.51%. As the fringe rate is calculated over all the salaries paid by HQ, the cap on FICA comes into effect thereby reducing the overall rate for the organization. FICA is comprised of 2 rates – 1.45% on the full salary and 6.2% up to the first \$118,500 (CY2015). If you take all IRC salaries and the effect on the cap on charging FICA, the effective rate is 5.51%.
Other**			\$ -	
Other**			\$ -	
Total			\$ 8,134	

Fringe Benefits NOT based on salaries For benefits that are not based on percentage of salary please list below, such as health insurance, unemployment and works compensation.	Fringe Total	
Health Insurance	\$ 15,471	
Unemployment		
Workers Comp	\$ 3,203	
Short Term Disability	\$ -	
Long Term Disability	\$ -	
Retirement	\$ -	
Pension	\$ -	
401(k)	\$ -	
403(b)	\$ 10,230	
Other* (Explain "other" expenses by item and unit cost in the column to the right)	\$ 6,510	Life and Accidental Insurance 1.07%/Other Insurance and Benefits 3.34%
Total	\$ 35,414	
	TOTAL FRINGE	\$ 43,548

NOTES:

The employer's share of payroll taxes and other Fringe Benefits expenses should be listed on this page. CHARGES FOR PAYROLL SERVICES SHOULD BE LISTED ON THE "OTHER COSTS" PAGE.

* The Federal Insurance Contributions Act (FICA) is represented by the addition of Social Security at 6.2% and Medicare at 1.45% for a total FICA percent of 7.65%. IF YOUR AGENCY CHOOSES NOT TO CHARGE THIS OIRA-FUNDED PROGRAM FOR THE FULL 7.65%, THEN PROVIDE NAMES OF OTHER FUNDING ABOVE.

** Use "Other" for all expenses that do not fit into any of the other Fringe Benefits categories provided above. If those "Other" expenses cannot be represented as a common percent, list the percentage as 100% and enter the combined total amount of all of the "Other" expenses under Applicable Salary.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

PERSONAL VEHICLE MILEAGE (not to exceed the State Rate)*

Mileage	Rate/Mile	Total
6,500	0.56	\$ 3,640

Trip One								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip							\$	-

Trip Two								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip							\$	-

Total In-State Travel \$ 3,640

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (IN-STATE)

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Use this page only if you need additional space to record more than two trips. Trip One and Trip Two should be listed on the previous worksheet.

Trip Three								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip								\$ -

Trip Four								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip								\$ -

Total In-State Travel \$ -

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

TRAVEL (OUT OF STATE)

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Trip One								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip								\$ -

Trip Two								
Destination				% Charged to program				
# People				# Days		# Nights		
Purpose of Trip								
Hotel Rate*	# Hotel Rooms	Hotel Total	Per Diem Rate*	Per Diem Total	Airfare Rate	Airfare Total	Ground Transportation*	Parking**
		\$ -		\$ -		\$ -		
*Ground Transportation Justification: Detail the type (Taxi, Airport Shuttle, Other) and provide formula calculation for the cost								
**Travel-Related Parking: Detail the type of parking expenses (Airport, Hotel, Other) and provide the formula calculation for the cost								
Total Trip								\$ -

Total Out-of-State Travel \$ -

NOTES:

*Mileage, Hotel and Per Diem Charges are not to exceed the State Rate for In-State Travel.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

EQUIPMENT BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

CAPITAL EQUIPMENT

Capital Equipment is defined as equipment having a lifespan of at least one (1) year and an original value **over \$5,000**. All capital equipment that meets this threshold requires pre-approval before purchasing.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Equipment					\$ -	

CONTROLLED ASSETS

Controlled assets are all firearms, medical/laboratory equipment, emergency management equipment, media equipment (such as but not limited to cameras, projectors, TVs, DVD players), computers and communication devices (such as but not limited to fax machines, cell phones) **greater than \$500**. Controlled assets require pre-approval before purchasing. If the equipment you are budgeting does not fall within those parameters, it should be listed on the Supplies worksheet.

Description	How many	Life Expectancy	Amount	%	Total	Justification: Detail the need for the item
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Controlled Asset Total					\$ -	

Total Capital/Controlled \$ -

NOTES

Capital Equipment and Controlled Assets paid by OIRA funding are State property. As such, always keep State Equipment and Supplies marked as HHSC property on inventory reports and physical property records.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

SUPPLIES BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Description	Amount	ITEMIZATION & JUSTIFICATION List all items, unit cost, and number of units and provide an explanation for the need
General Office Supplies	\$ 760	N/A
Client Education Supplies	\$ -	
Client Employment-Training Supplies	\$ -	
Client Work Clothes and Tools	\$ -	
Electronic Supplies	\$ -	
Furniture	\$ -	
Other Supplies	\$ -	
Supplies Total	\$ 760	

NOTES: General Office Supplies do not need to be itemized

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

OTHER COSTS - ADMIN

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Description	Agency Annual Expense	Agency Annual Expense Based On choose from list below	Program % Note: If expenditure is charged directly to program, the % will be 100%	Program % Based On choose from list below	Total	ITEMIZATION / JUSTIFICATION If Program % = 100%, then provide itemized description that includes the unit cost, number of units, etc If "Other" was selected, provide description here. (Leave blank if none of the above rules apply)
RENT					\$ 9,391	
Main Office	\$ 117,390.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 9,391	
Satellite Office/Classroom					\$ -	
UTILITIES					\$ 1,728	
Main Office	\$ 21,600.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 1,728	
Satellite Office//Classroom					\$ -	
ADMINISTRATIVE					\$ 5,159	
Accounting Fees					\$ -	
Advertising					\$ -	
Audit Fees					\$ -	
Copier Leases	\$ 1,764.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 141	
Copier Maintenance	\$ 2,480.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 198	
Insurance (D&O, Fidelity, Liability)	\$ 30,840.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 2,467	
Janitorial Services					\$ -	
Payroll Services					\$ -	
Postage / Overnight Shipping	\$ 1,800.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 144	
Printing					\$ -	
Security					\$ -	
Telephones/Pagers	\$ 6,000.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 480	
ISP/Internet/Website Services	\$ 21,600.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 1,728	
Membership Dues					\$ -	
Subscriptions/Publications					\$ -	
LIST ADDITIONAL ADMIN COSTS					\$ 480	
Conference Fees					\$ -	
Staff Training					\$ -	
Leased Vehicle Expenses					\$ -	
Software Agreements	\$ 3,000.00	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 240	
Bank Fees	\$3,000	Average Cost based on Historical Usage	8.00%	Historical Program Share of Annual Expense	\$ 240	
Other Costs Total					\$ 16,758	

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

OTHER COSTS - DIRECT CLIENT COSTS

AGENCY	0
SUB	0
PROGRAM	0

	Annual Expense	Annual Expense Based On choose from list below	Program %	Program % Based On choose from list below	Total	ITEMIZATION / JUSTIFICATION Provide itemized description that includes the unit cost, number of units, etc for ALL costs. If "Other" was selected, provide description here.
Direct Client Costs					\$ 3,630	
Childcare					\$ -	
Bus Passes	\$ 750.00	Historical Usage	100%	100% Direct Cost	\$ 750	25 bus passes books at \$30 each or \$750
Taxi Vouchers					\$ -	
Other Transportation					\$ -	
Translation/Interpretation	\$ 2,880.00	Historical Usage	100%	100% Direct Cost	\$ 2,880	\$12 per hour X 20 hours a month X 12 months =\$2,880
Client PRP Exams/Fees					\$ -	
Vocational Course Fees					\$ -	
OJT Subsidies					\$ -	
List Additional Direct Costs					\$ 250	
Back ground check	\$ 250.00	Historical Usage	100%	100% Direct Cost	\$ 250	\$50 per volunteer X 5 volunteer =\$250
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Other Costs Total					\$ 3,880	

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
OFFICE OF IMMIGRATION AND REFUGEE AFFAIRS (OIRA)

INDIRECT COSTS BUDGET SHEET

AGENCY	International Rescue Committee, Inc.
SUB	0
PROGRAM	RSS Employment (non competitive)

Indirect Cost Rate Agreement	
Type	Provisional
Effective Period	10/1/13 until Amended
Rate	9.09%
Applicable To	US Programs
Base	Indirect charges have been computed at 9.09% of direct program charges, except for non expendable property over \$5,000 and subgrants expenses over \$25,000 per sub-award. This consists of 7.62% to cover a portion of the IRC's headquarters administrative costs, 0.58% for audit cost and 0.89% USG Compliance Unit. These IRC rates are Provisional per the Negotiated Indirect Cost

Indirect Cost Computation		
Base Amount	Rate	Total
\$ 216,206.80	9.09%	\$ 19,653
Indirect Costs Total		\$ 19,653

NOTES

Attach a Copy of the current Indirect Cost Rate Agreement

See the Office of Management and Budget (OMB) Circular A-122 "Cost Principles for Non-Profit Organizations" regarding the General Principles to be used in determining Indirect Costs.

Assistance in Determining the Base Amount when the Approved Base involves All Direct Costs:

T = Total Contract Amount

R = Indirect Cost Rate Agreement

Base Amount = Direct Costs (costs chargeable as Direct Costs)

Base =	$\frac{T}{(1 + R)}$
---------------	---------------------

Example (using a Rate of 12.1%)

T = \$91,465.00

$(1 + R) = 1 + 12.1\% = 1.121$

Base = \$91,465.00 / 1.121 = \$81,592.33

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Version 1.4.1

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**Health & Human Services Commission
Enterprise Project Office**

Contractual Document

**HHSC Uniform Contract Terms & Conditions
Version 1.4.1**

Contractual Document (CD)

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Subject: HHSC Uniform Contract Terms & Conditions**DOCUMENT HISTORY LOG**

STATUS¹	DOCUMENT REVISION²	EFFECTIVE DATE	DESCRIPTION³
Baseline	n/a	07/30/03	Initial version of the Uniform Terms and Conditions
Revision	1.1	8/25/03	Revised HIPAA language.
Revision	1.2	10/13/03	Added Section 8.06, relating to State Auditor's Office audits.
Revision	1.3	3/17/04	Revised conflict of interest language in Section 12.02, and added new Section 12.03, regarding organizational conflicts of interest.
Revision	1.4	1/15/07	Revised anti-discrimination language in Section 5.04, and HIPAA language in Section 16.01. Added anti-trust provision in Section 12.09.
Revision	1.4.1	2/03/11	Added Section 10.07 Information Security and Section 16.08 Historically Underutilized Business Requirements.
¹ Status should be represented as "Baseline" for initial issuances, "Revision" for changes to the Baseline version, and "Cancellation" for withdrawn versions ² Revisions should be numbered in accordance according to the version of the issuance and sequential numbering of the revision—e.g., "1.2" refers to the first version of the document and the second revision. ³ Brief description of the changes to the document made in the revision.			

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Article 1. Introduction

Section 1.01 Inducements.

In making the award of this Agreement, the Health and Human Services Commission (HHSC) relies on CONTRACTOR's assurances of the following:

(1) CONTRACTOR and its subcontractors are established providers of the types of services described in the Request for Proposals (RFP);

(2) CONTRACTOR and its subcontractors have the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, CONTRACTOR's Proposal, and this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities;

(3) CONTRACTOR has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand the HHSC's current program and operating environment for the activities that are the subject of the Agreement and the needs and requirements of the State during the Agreement term;

(4) CONTRACTOR has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding, CONTRACTOR currently has the capability to perform in accordance with the terms and conditions of this Agreement;

(5) CONTRACTOR also has reviewed and understands the risks associated with the HHSC Programs as described in the Request for Proposals, including the risk of non-appropriation of funds.

Accordingly, on the basis of the terms and conditions of this Agreement, HHSC desires to engage CONTRACTOR to perform the services described in this Agreement under the terms and conditions set forth in this Agreement.

Section 1.02 Construction of Agreement.

(a) Scope of Introductory Article.

The provisions of any introductory article to the Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations under the Agreement or to alter

the plain meaning of the terms and conditions of the Agreement.

(b) References to the "State."

References in the Agreement to the "State" shall mean the State of Texas unless otherwise specifically indicated and shall be interpreted, as appropriate, to mean or include 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.

(c) Severability.

If any provision of this Agreement is construed to be illegal or invalid, such interpretation will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated in this Agreement, but all other provisions will remain in full force and effect.

(d) Survival of terms.

Termination or expiration of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement that:

(1) The Parties have expressly agreed shall survive any such termination or expiration; or

(2) Remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

(e) Headings.

The article and section headings in this Agreement are for reference and convenience only and may not be considered in the interpretation of this Agreement.

(f) Global drafting conventions.

(1) The terms "include," "includes," and "including" are terms of inclusion, and where used in this Agreement, are deemed to be followed by the words "without limitation."

(2) Any references to "sections," "appendices," or "attachments" are deemed to be references to sections, appendices, or attachments to this Agreement.

(3) Any references to agreements, contracts, statutes, or administrative rules or regulations in this Agreement are deemed references to these documents as amended, modified, or supplemented from time to time during the term of this Agreement.

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Section 1.03 No implied authority.

The authority delegated to CONTRACTOR by HHSC is limited to the terms of this Agreement. HHSC is the state agency designated by the Texas Legislature to administer the HHSC Programs, and no other agency of the State grants CONTRACTOR any authority related to this program unless directed through HHSC. CONTRACTOR may not rely upon implied authority, and specifically is not delegated authority under this Agreement to:

- (1) make public policy;
- (2) promulgate, amend or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- (3) unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of HHSC regarding the HHSC Programs.

CONTRACTOR is required to cooperate to the fullest extent possible to assist HHSC in communications and negotiations with state and federal governments and agencies as directed by HHSC.

Section 1.04 Legal Authority.

(a) HHSC is authorized to enter into this Agreement under Chapter 531, Texas Government Code; Section 2155.144, Texas Government Code; and/or Chapter 62, Texas Health & Safety Code. CONTRACTOR is authorized to enter into this Agreement pursuant to the authorization of its governing board or controlling owner or officer.

(b) The person or persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, warrant and guarantee that he, she, or they have been duly authorized to execute this Agreement and to validly and legally bind the Parties to all of its terms, performances, and provisions.

Article 2. Definitions

As used in this Agreement, the following terms and conditions shall have the meanings assigned below:

"Agreement" or "Contract" means this formal, written, and legally enforceable agreement and amendments thereto between the Parties.

"Change" means any alteration, adjustment, exchange, substitution, or modification of the Services under this Agreement that are authorized in accordance with Article 7 of this Agreement.

"Change Order" means an authorization to make a change in the Services or Deliverables under this Agreement.

"Children's Health Insurance Program" or "CHIP" means the health insurance program authorized and funded pursuant to Title XXI, Social Security Act (42 U.S.C. §§ 1397aa-1397jj) and administered by HHSC.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of:

- (1) Confidential Client information, including Protected Health Information;
- (2) All non-public budget, expense, payment and other financial information;
- (3) All Privileged Work Product;
- (4) All information designated by HHSC or any other State agency as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552;
- (5) Unless publicly disclosed by HHSC or the State, the pricing, payments, and terms and conditions of the Agreement; and
- (6) Information that is utilized, developed, received, or maintained by HHSC, the CONTRACTOR, or participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

"Corrective Action Plan" means the detailed written plan required by HHSC to correct or resolve a deficiency or event causing the assessment of a liquidated damage against CONTRACTOR.

"Deliverable" means a written or recorded work product prepared, developed, or procured by CONTRACTOR as part of the Services under this Agreement for the use or benefit of HHSC or the State of Texas.

"Disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"Effective Date" means the date of complete execution of this Agreement. For purposes of this Agreement, the term includes any period under which work is performed in accordance with a properly executed Letter of Intent between HHSC and CONTRACTOR.

"Force majeure event" means any failure or delay in performance of a duty by a Party under this Agreement that is caused by fire, flood, hurricane, tornadoes, earthquake, an act of God, an act of war, riot, civil disorder, or any similar event beyond the

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reasonable control of such Party and without the fault or negligence of such Party.

"Health and Human Services Commission" or **"HHSC"** means the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee, including, but not limited to, the Texas Health and Human Services Agencies.

"HHSC Programs" means the public health and human service programs administered by HHSC, including but not limited to Medicaid and CHIP.

"Initial Term" means the period between the Effective Date and the original Expiration Date of this Agreement.

"Medicaid" means the medical assistance entitlement program authorized and funded pursuant to Title XIX, Social Security Act (42 U.S.C. §1396 *et seq.*) and administered by HHSC.

"Parties" means HHSC and CONTRACTOR, collectively.

"Party" means either HHSC or CONTRACTOR, individually.

"Public information" means information that:

(1) Is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and

(2) The governmental body owns or has a right of access to.

"Request for Proposals" or **"RFP"** means the procurement solicitation instrument issued by HHSC under which this Agreement was awarded and is executed.

"Scope of Work" means the description of Services and Deliverables specified in this Agreement, the RFP, and any agreed modifications thereto.

"Services" means the tasks, functions, and responsibilities assigned and delegated to CONTRACTOR under this Agreement.

"Software" means all operating system and applications software used by CONTRACTOR to provide the Services under this Agreement.

"Subcontract" means any written agreement between CONTRACTOR and other party to fulfill the requirements of this Agreement. All subcontracts are required to be in writing.

"Subcontractor" means any individual or entity that has entered into a subcontract with CONTRACTOR.

"Turnover Plan" means the written plan developed by CONTRACTOR, approved by HHSC, and to be employed in the event that the work

described in this Agreement transfers to another vendor. The Turnover Plan describes CONTRACTOR's policies and procedures that will assure:

(1) The least disruption in the delivery of services during the transition to a substitute vendor; and

(2) Cooperation with HHSC and the substitute vendor in transferring information and services to a substitute vendor.

Article 3. General Terms and Conditions**Section 3.01 Agreement elements.****(a) Agreement documentation.**

The agreement between the Parties will consist of this Agreement, the RFP, and CONTRACTOR's Proposal.

(b) Order of documents.

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, and all amendments thereto;

(2) The Agreement Exhibits, and all amendments thereto;

(3) The RFP, as clarified by the vendor questions and HHSC's official responses thereto, which are incorporated for all purposes into this Agreement as Exhibit A to this Agreement; and

(4) CONTRACTOR's Proposal, which is incorporated for all purposes into this Agreement as Exhibit B to this Agreement.

Section 3.02 Funding.

This Agreement is expressly conditioned on the availability of state and federal appropriated funds. CONTRACTOR will have no right of action against HHSC in the event that HHSC is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding to HHSC or lack of sufficient funding of HHSC for any activities or functions contained within the scope of this Agreement. If funds become unavailable, the provisions of Article 11 (Remedies and Disputes) will apply. HHSC will use all reasonable efforts to ensure that such funds are available, and will negotiate in good faith with CONTRACTOR to resolve any CONTRACTOR claims for payment that represent accepted Services or Deliverables that are pending at the time funds become unavailable. HHSC shall make best efforts to provide reasonable written advance notice to CONTRACTOR upon learning that funding for this Agreement may be discontinued.

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Section 3.03 Delegation of authority.

Whenever, by any provision of this Agreement, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by the Commissioner unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of HHSC. The Commissioner will reduce any such delegation of authority to writing and provide a copy to CONTRACTOR on request.

Section 3.04 No waiver of sovereign immunity.

The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by HHSC or the State of Texas of any immunities from suit or from liability that HHSC or the State of Texas may have by operation of law.

Section 3.05 Force majeure.

Neither Party will be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, unusually severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of a force majeure event or otherwise waive this right as a defense.

Section 3.06 Other Health and Human Services Agencies' participation in the Agreement.

In addition to providing the Services specified for HHSC, CONTRACTOR agrees to allow other Health and Human Service Agencies the option to participate in the Agreement under the same terms and conditions.

Each agency that elects to obtain services under this section will issue a purchase order to CONTRACTOR, referring to, and incorporating by reference, the terms and conditions specified in the Agreement.

Section 3.07 Most favored customer.

The CONTRACTOR agrees that if during the term of the Agreement, the CONTRACTOR enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the Agreement will, at HHSC's option, be amended to accord equivalent advantage to HHSC.

Section 3.08 Publicity.

(a) Except as provided in the paragraphs below, CONTRACTOR must not use the name of HHSC, the State of Texas, or any other State agency, or refer to HHSC or any such agency directly or indirectly in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to HHSC, an administrative agency of the State of Texas, or a governmental agency or unit of another state or the Federal government).

(b) CONTRACTOR may publish, at its sole expense, results of CONTRACTOR performance under the Agreement with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from HHSC and any Federal agency, as appropriate. CONTRACTOR will provide HHSC at least three (3) copies of any such publication prior to public release. CONTRACTOR will provide additional copies at the request of HHSC.

(c) CONTRACTOR may include information concerning the Agreement's terms, subject matter, and estimated value in any report to a governmental body to which the CONTRACTOR is required by law to report such information.

Section 3.09 Assignment.

(a) Assignment by CONTRACTOR.

CONTRACTOR shall not assign all or any portion of its rights under or interests in the Agreement or delegate any of its duties without prior written consent of HHSC. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by HHSC, assignment or delegation will not release CONTRACTOR from its obligations pursuant to the Agreement.

(b) Assignment by HHSC.

CONTRACTOR understands and agrees HHSC may in one or more transactions assign, pledge, transfer, or hypothecate the Agreement. This assignment will only be made to another State agency or a non-State agency that is contracted to perform agency support.

(c) Assumption.

Each party to whom a transfer is made (an "Assignee") must assume all or any part of CONTRACTOR'S or HHSC's interests in the Agreement, the product, and any documents

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executed with respect to the Agreement, including, without limitation, its obligation for all or any portion of the purchase payments, in whole or in part.

Section 3.10 Cooperation with other vendors and prospective vendors.

(a) HHSC may award supplemental contracts for work related to the Agreement, or any portion thereof. HHSC reserves the right to award the contract as a joint venture between two or more potential vendors, if such an arrangement is in the best interest of HHSC. CONTRACTOR will agree to cooperate with such other vendors, and will not commit or permit any act that may interfere with the performance of work by any other vendor.

(b) CONTRACTOR agrees that when HHSC so requests, the CONTRACTOR will allow parties interested in bidding for HHSC contracts, during the competitive procurement, to have reasonable access during normal business hours to software, systems documentation, and site visits to the CONTRACTOR's facilities. All such parties inspecting the facilities and software and systems documentation may be required to agree to use the information so obtained only in the State of Texas and only for the purpose of bidding on the contract.

Section 3.11 Renegotiation and reprocurement rights.

(a) Renegotiation of Agreement terms.

Notwithstanding anything in the Agreement to the contrary, HHSC may at any time during the term of the Agreement exercise the option to notify CONTRACTOR that HHSC has elected to renegotiate certain terms of the Agreement. Upon CONTRACTOR's receipt of any notice pursuant to this Section, CONTRACTOR and HHSC will undertake good faith negotiations of the subject terms of the Agreement.

(b) Reprocurement of the services or procurement of additional services.

Notwithstanding anything in the Agreement to the contrary, whether or not HHSC has accepted or rejected CONTRACTOR's Services provided during any period of the Agreement, HHSC may at any time issue requests for proposals or offers to other potential contractors for performance of any portion of the Services covered by the Agreement or services similar or comparable to the Services performed by CONTRACTOR under the Agreement.

(c) Termination rights upon reprocurement.

If HHSC elects to procure the Services or any portion of the Services from another vendor in accordance with this Section, HHSC will have the termination rights set forth in Article 11 of the Agreement.

Section 3.12 RFP errors and omissions.

CONTRACTOR will not take advantage of any errors and/or omissions in the RFP or the resulting Agreement. CONTRACTOR must promptly notify HHSC of any such errors and/or omissions that are discovered.

Section 3.13 Attorneys' fees.

In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, CONTRACTOR agrees to pay all expenses of such action, including attorneys' fees and costs if HHSC is the prevailing Party.

Section 3.14 Preferences under service contracts.

CONTRACTOR is required in performing the Agreement to purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the State.

Section 3.15 Time of the essence.

In consideration of the need to ensure uninterrupted and continuous HHSC Program services, time is of the essence in the performance of the Services under the Agreement.

Article 4. Contractor Personnel Management

Section 4.01 Qualifications, retention and replacement of CONTRACTOR employees.

CONTRACTOR agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel CONTRACTOR assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. CONTRACTOR does not warrant the quality of training for which the State is responsible. Notwithstanding transfer or turnover of personnel, CONTRACTOR remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.

Section 4.02 Responsibility for CONTRACTOR personnel.

(a) CONTRACTOR's employees and subcontractors will not in any sense be considered employees of HHSC or the State of Texas, but will be considered CONTRACTOR's employees for all purposes.

(b) Except as expressly provided in this Agreement, neither CONTRACTOR nor any of CONTRACTOR's employees or subcontractors may

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act in any sense as agents or representatives of HHSC or the State of Texas.

(c) CONTRACTOR's employees must be paid exclusively by CONTRACTOR for all services performed. CONTRACTOR is responsible for and must comply with all requirements and obligations related to such employees under local, state or federal law, including minimum wage, social security, unemployment insurance, state and federal income tax and workers' compensation obligations.

(d) CONTRACTOR assumes sole and full responsibility for its acts and the acts of its personnel and subcontractors.

(e) CONTRACTOR agrees that any claim on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination against CONTRACTOR, its officers, or its agents) are the sole responsibility of CONTRACTOR and are not the responsibility of HHSC, and that CONTRACTOR will indemnify and hold harmless the State from any and all such claims asserted against the State. CONTRACTOR understands that any person who alleges a claim arising out of employment or alleged employment by CONTRACTOR will not be entitled to any compensation, rights, or benefits from HHSC (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

Section 4.03 Cooperation with HHSC and state administrative agencies.

(a) Cooperation with HHSC contractors.

CONTRACTOR agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC. To the extent permitted by HHSC's financial and personnel resources, HHSC agrees to reasonably cooperate with CONTRACTOR and to use its best efforts to ensure that HHSC's other HHSC Programs contractors reasonably cooperate with CONTRACTOR.

(b) Cooperation with state and federal administrative agencies.

CONTRACTOR must ensure that CONTRACTOR personnel will cooperate with HHSC or other state or federal administrative agency personnel at no charge to HHSC for purposes relating to the administration of HHSC programs including, but not limited to the following purposes:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and

(3) Testimony in judicial or quasi-judicial proceedings relating to the Services under this Agreement or other delivery of information to HHSC or other agencies' investigators or legal staff.

Section 4.04 Conduct of and responsibility for CONTRACTOR personnel.

(a) While performing the Services, CONTRACTOR's personnel and subcontractors must:

- (1) Comply with applicable State rules, and regulations and HHSC's requests regarding personal and professional conduct generally applicable to the service locations; and
- (2) Otherwise conduct themselves in a businesslike and professional manner.

(b) If HHSC determines in good faith that a particular employee or subcontractor is not conducting himself or herself in accordance with this Section, HHSC may provide CONTRACTOR with notice and documentation concerning such conduct. Upon receipt of such notice, CONTRACTOR must promptly investigate the matter and take appropriate action that may include:

- (1) Removing the employee from the project;
- (2) Providing HHSC with written notice of such removal; and
- (3) Replacing the employee with a similarly qualified individual acceptable to HHSC.

(c) Nothing in the Agreement will prevent CONTRACTOR, at the request of HHSC, from replacing any personnel who are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHSC's Project Director, after consultation with CONTRACTOR, are unable to work effectively with the members of the HHSC's staff. In such event, CONTRACTOR will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of Key Personnel will be subject to HHSC review and approval. The Parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.

(d) CONTRACTOR agrees that anyone employed by CONTRACTOR to fulfill the terms of the Agreement is an employee of CONTRACTOR and remains under CONTRACTOR's sole direction and control.

(e) CONTRACTOR agrees to be responsible for the following in respect to its employees:

- (1) Any and all employment taxes and/or other payroll withholding;

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(2) Damages incurred by CONTRACTOR's employees within the scope of their duties under the Agreement; and

(3) Determination of the hours to be worked and the duties to be performed by CONTRACTOR's employees.

CONTRACTOR agrees and will inform its employees and subcontractor(s) that there is no right of action against HHSC for any duty owed by CONTRACTOR pursuant to this Agreement. CONTRACTOR understands that HHSC does not assume liability for the actions of, or judgments rendered against, the CONTRACTOR, its employees, agents or subcontractors. CONTRACTOR agrees that it has no right to indemnification or contribution from HHSC for any judgments rendered against CONTRACTOR or its subcontractors. HHSC's liability to the CONTRACTOR's employees, agents and subcontractors, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. CIV. PRACT. & REM. CODE §101.001 et seq.).

Section 4.05 Responsibility for subcontractors.

(a) CONTRACTOR remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by CONTRACTOR'S employees, and for purposes of this Agreement such work will be deemed work performed by CONTRACTOR. HHSC reserves the right to require the replacement of any subcontractor found by HHSC to be unacceptable.

(b) CONTRACTOR must not disclose Confidential Information of HHSC or the State of Texas to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of CONTRACTOR under this Agreement.

(c) CONTRACTOR must identify any subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of CONTRACTOR, substantiate the proposed subcontractor's ability to perform the subcontracted Services, and certify to HHSC that no loss of service will occur as a result of the performance of such subcontractor. The CONTRACTOR will assume responsibility for all contractual responsibilities whether or not the CONTRACTOR performs them. Further, HHSC considers the CONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

(d) At least 30 days prior to executing a subcontract or other agreement with a third party with a value greater than \$100,000.00, CONTRACTOR

must submit a copy of the agreement to HHSC. HHSC reserves the right to (1) reject the agreement or require changes to any provisions that do not comply with the requirements or duties and responsibilities of this Agreement or create significant barriers for HHSC in monitoring compliance with this Agreement, and (2) object to the selection of the subcontractor.

Section 4.06 HHSC's ability to contract with subcontractors.

The CONTRACTOR may not limit or restrict, through a covenant not to compete, employment agreement or other contractual arrangement, HHSC's ability to contract with subcontractors or former employees of the CONTRACTOR.

Article 5. Governing Law and Regulations**Section 5.01 Governing law and venue.**

This Agreement is governed by the laws of the State of Texas and interpreted in accordance with Texas law. Provided CONTRACTOR first complies with the procedures set forth in Section 11.12, Dispute Resolution, proper venue claim arising from this Agreement will be in a court of competent jurisdiction in Travis County, Texas.

Section 5.02 CONTRACTOR responsibility for compliance with laws and regulations.

(a) CONTRACTOR is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.

(b) CONTRACTOR is responsible for ensuring each of its employees, agents or subcontractors who provide Services under the Agreement are properly licensed, certified, and/or have proper permits to perform any activity related to the Services.

(c) CONTRACTOR warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. CONTRACTOR will indemnify HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with CONTRACTOR's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.

Section 5.03 Immigration Reform and Control Act of 1986.

CONTRACTOR shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C.

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§1101, *et seq.*) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Agreement.

Section 5.04 Compliance with state and federal anti-discrimination laws.

(a) CONTRACTOR agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
- (7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

CONTRACTOR agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

(b) CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. CONTRACTOR also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English,

in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) CONTRACTOR agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(d) Upon request, CONTRACTOR will provide HHSC with copies of all of the CONTRACTOR'S civil rights policies and procedures.

(e) CONTRACTOR must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Section 5.05 Environmental protection laws.

CONTRACTOR agrees to comply with the applicable provisions of federal environmental protection laws as described in this Section:

(a) *Pro-Children Act of 1994.*

CONTRACTOR agrees to comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), as applicable, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.

(b) *National Environmental Policy Act of 1969.*

CONTRACTOR agrees to comply with any applicable provisions relating to the institution of environmental quality control measures contained in the National Environmental Policy Act of 1969 (42 U.S.C. §4321 *et seq.*) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality").

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(c) *Clean Air Act and Water Pollution Control Act regulations.*

CONTRACTOR agrees to comply with any applicable provisions relating to required notification of facilities violating the requirements of Executive Order 11738 ("Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans").

(d) *State Clean Air Implementation Plan.*

CONTRACTOR agrees to comply with any applicable provisions requiring conformity of federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §740 *et seq.*).

(e) *Safe Drinking Water Act of 1974.*

CONTRACTOR agrees to comply with applicable provisions relating to the protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (21 U.S.C. § 349; 42 U.S.C. §§ 300f to 300j-9).

Article 6. Service Levels and Performance Measurement

Section 6.01 Performance measurement.

Satisfactory performance of this Agreement will be measured by:

- (a) Adherence to this Agreement, including all representations and warranties;
- (b) Compliance with project work plans, schedules, and milestones as proposed by CONTRACTOR in its Proposal and as revised by CONTRACTOR and finally approved by HHSC;
- (c) Delivery of the Services and Deliverables in accordance with the service levels and availability proposed in its Proposal and as finally approved or accepted by HHSC;
- (d) Results of audits performed by HHSC or its representatives in accordance with Article 8;
- (e) Timeliness, completeness, and accuracy of required reports; and
- (f) Achievement of performance measures developed by CONTRACTOR and HHSC and as modified from time to time by written agreement during the Initial Term of this Agreement.

Article 7. Amendments, Modifications, and Change Orders

Section 7.01 Amendments and modifications.

(a) *Amendments and modifications resulting from changes in law or contract.*

This Agreement may be amended by mutual written agreement of the Parties if changes in federal

or state laws, rules, regulations, policies, guidelines or circumstances affect the performance of the work. The Parties will develop a business plan for negotiating appropriate change order and amendment procedures.

(b) *Modifications resulting from imposition of remedies.*

This Agreement may be modified under the terms of Article 11 (relating to Remedies and Disputes).

Section 7.02 Required compliance with amendment modification procedures.

No different or additional services, work, or products will be authorized or performed except pursuant to an amendment or modification of this Agreement that is executed in compliance with this article. No waiver of any term, covenant, or condition of this Agreement will be valid unless executed in compliance with this article. CONTRACTOR will not be entitled to payment for any services, work or products that are not authorized by a properly executed Agreement amendment or modification, or through the express authorization of HHSC.

Article 8. Audit and Financial Compliance

Section 8.01 Financial record retention and audit.

CONTRACTOR agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure that claims are made in accordance with applicable Federal and State requirements, and are sufficient to ensure the accuracy and validity of CONTRACTOR invoices. Such documents, including all original claims forms, will be maintained and retained by CONTRACTOR or its subcontractors for a period 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. CONTRACTOR agrees to timely repay any undisputed audit exceptions taken by HHSC in any audit of the Agreement.

Section 8.02 Access to records, books, and documents.

(a) Upon reasonable notice, CONTRACTOR must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the Scope of Work.

(b) CONTRACTOR and its subcontractors must provide the access described in this Section upon

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HHSC's request. This request may be for, but is not limited to, the following purposes:

- (1) Examination;
- (2) Audit;
- (3) Investigation;
- (4) Contract administration; or
- (5) The making of copies, excerpts, or transcripts.

(c) The access required must be provided to the following officials and/or entities:

- (1) The United States Department of Health and Human Services or its designee;
- (2) The Comptroller General of the United States or its designee;
- (3) Medicaid program personnel from HHSC or its designee;
- (4) The Office of Investigations and Enforcement of HHSC;
- (5) Any independent verification and validation contractor or quality assurance contractor, when acting on behalf of HHSC;
- (6) The Office of the State Auditor of Texas or its designee;
- (7) A State or Federal law enforcement agency;
- (8) A special or general investigating committee of the Texas Legislature or its designee; and
- (9) Any other entity identified by HHSC.

(d) CONTRACTOR agrees to provide the access described wherever CONTRACTOR maintains such books, records, and supporting documentation. CONTRACTOR further agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this Section. CONTRACTOR will require its subcontractors to provide comparable access and accommodations.

Section 8.03 Audits of Services, Deliverables and inspections.

(a) Upon notice from HHSC, CONTRACTOR will provide, and will cause its subcontractors to provide, such auditors and inspectors as HHSC may from time to time designate, with access to:

- (1) CONTRACTOR service locations, facilities, or installations; and
- (2) CONTRACTOR Software and Equipment.

(b) CONTRACTOR must provide as part of the Services any assistance that such auditors and

inspectors reasonably may require to complete such audits or inspections.

Section 8.04 Response/compliance with audit or inspection findings.

(a) CONTRACTOR must take action to ensure its or a subcontractor's compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under this Article. This action will include CONTRACTOR'S delivery to HHSC, for HHSC'S approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

(b) CONTRACTOR must bear the expense of compliance with any finding of noncompliance under this Section that is:

- (1) Required by a Texas or Federal law, regulation, rule or other audit requirement relating to CONTRACTOR's business;
- (2) Performed by CONTRACTOR as part of the Services; or
- (3) Necessary due to CONTRACTOR's noncompliance with any law, regulation, rule or audit requirement imposed on CONTRACTOR.

(c) As part of the Services, CONTRACTOR must provide to HHSC upon request a copy of those portions of CONTRACTOR's and its subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Agreement.

Section 8.05 Audit of CONTRACTOR fees.

(a) CONTRACTOR will provide, and will cause its subcontractors to provide, to HHSC and its designees access to such financial records and supporting documentation reasonably requested by HHSC.

(b) In addition to the normal monthly review and payment of administrative vouchers, HHSC may audit the Fees charged to HHSC to determine that such Fees are accurate and in accordance with the Agreement.

(c) If, as a result of such audit, HHSC determines that CONTRACTOR has overcharged the State, HHSC will notify CONTRACTOR of the amount of such overcharge and CONTRACTOR will promptly pay to HHSC the amount of the overcharge, plus interest. Interest on such overpayment amount will be calculated from the date of receipt by the CONTRACTOR of the overcharged amount until the

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date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest. In the event any such audit reveals an overcharge to HHSC, CONTRACTOR will reimburse HHSC for the cost of such audit.

Section 8.06 SAO Audit

The CONTRACTOR understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. The CONTRACTOR further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The CONTRACTOR will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through CONTRACTOR and the requirement to cooperate is included in any subcontract it awards.

Article 9. Terms and Conditions of Payment

Section 9.01 Rights of set-off.

(a) General right of set-off.

With respect to any undisputed amount that a Party in good faith determines should be reimbursed to it or is otherwise payable to it by the other Party pursuant to this Agreement, the Party seeking the set-off may deduct the entire amount owed against the charges otherwise payable or expenses owed to it under this Agreement until such time as the entire amount determined to be owed has been paid.

(b) Duty to make payments.

HHSC will be relieved of its obligation to make any payments to the CONTRACTOR until such time as all such amounts have been credited to HHSC and the CONTRACTOR will be relieved of its obligation to make any payments to HHSC until such time as such amounts have been credited to the CONTRACTOR.

Section 9.02 Expenses.

Except as provided in its Cost Proposal, all other expenses incurred by the CONTRACTOR in connection with its provision of the Services or Deliverables will not be reimbursed by HHSC unless agreed upon by HHSC. CONTRACTOR will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its Staff. In addition, the costs associated with transportation, delivery, and insurance for each Deliverable will be paid for by CONTRACTOR.

Section 9.03 Disputed fees.

If HHSC disputes payment of all or any portion of an invoice from the CONTRACTOR, HHSC will notify the CONTRACTOR of such dispute and both Parties will attempt in good faith to resolve the dispute. HHSC shall not be required to pay any disputed portion of a CONTRACTOR invoice. Notwithstanding any such dispute, the CONTRACTOR must continue to perform the Services and produce Deliverables in compliance with the terms of this Agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to CONTRACTOR.

Section 9.04 Liability for taxes.

HHSC is not responsible in any way for the payment of any Federal, state or local taxes related to or incurred in connection with the CONTRACTOR'S performance of this Agreement. CONTRACTOR must pay and discharge any and all such taxes, including any penalties and interest. In addition, HHSC is exempt from Federal excise taxes, and will not pay for any personal property taxes or income taxes levied on CONTRACTOR or on any taxes levied on employee wages.

Section 9.05 Liability for employment-related charges and benefits.

CONTRACTOR will perform work under this Agreement as an independent contractor and not as agent or representative of HHSC. CONTRACTOR is solely and exclusively liable for all taxes and employment-related charges incurred in connection with the performance of this Agreement. HHSC will not be liable for any employment-related charges or benefits of CONTRACTOR, such as workers compensation benefits, unemployment insurance and benefits, or fringe benefits.

Section 9.06 No additional consideration.

CONTRACTOR will not be entitled to nor receive from HHSC any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered under the Agreement. Specifically, CONTRACTOR will not be entitled by virtue of the Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. In addition, the costs associated with transportation, delivery, and insurance relating to the CONTRACTOR'S performance of this Agreement will be paid for by the CONTRACTOR.

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Section 9.07 No increase in charges.

CONTRACTOR will not increase Charges during the term of the Agreement, except as specifically authorized in Article 7.

Article 10. Disclosure and Confidentiality of Information

Section 10.01 Confidentiality.

(a) CONTRACTOR and all subcontractors, consultants, or agents under the Agreement must treat all information that is obtained through performance of the Services under the Agreement, including, but not limited to, information relating to applicants or recipients of HHSC Programs as Confidential Information to the extent that confidential treatment is provided under law and regulations.

(b) CONTRACTOR is responsible for understanding the degree to which information obtained through performance of this Agreement is confidential under State and Federal law, regulations, or administrative rules.

(c) CONTRACTOR and all subcontractors, consultants, or agents under the Agreement may not use any information obtained through performance of this Agreement in any manner except as is necessary to the proper discharge of obligations and securing of rights under the Agreement.

(d) CONTRACTOR must have a system in effect to protect all records and all other documents deemed confidential under this Agreement that are maintained in connection with the activities funded under the Agreement. Any disclosure or transfer of Confidential Information by CONTRACTOR, including information required by HHSC, will be in accordance with applicable law. If the CONTRACTOR receives a request for information deemed confidential under this Agreement, the CONTRACTOR will immediately notify the State of such request, and will make reasonable efforts to protect the information from public disclosure.

(e) In addition to the requirements expressly stated in this Section, CONTRACTOR must comply with any policy, rule, or reasonable requirement of HHSC that relates to the safeguarding or disclosure of information relating to HHSC Programs recipients, CONTRACTOR'S operations, or the CONTRACTOR performance of the Agreement.

(f) In the event of the expiration of the Agreement or termination of the Agreement for any reason, all Confidential Information of a Party disclosed to and all copies thereof made by the other Party shall be returned to the disclosing Party or, at the disclosing Party's option, erased or destroyed. The recipient of the Confidential Information shall

provide the disclosing Party certificates evidencing such destruction.

(g) The obligations in this Section shall not restrict any disclosure by a Party pursuant to any applicable law, or by order of any court or government agency, provided that the disclosing Party shall give prompt notice to the non-disclosing Party of such order.

(h) With the exception of confidential HHSC Program recipient or client information, Confidential Information of a Party shall not be afforded the protection of the Agreement if such data was:

- (1) Already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;
- (2) Independently developed by the receiving Party without reference to the furnishing Party's Confidential Information;
- (3) Rightfully obtained by the other Party without restriction from a third party after its disclosure by the furnishing Party;
- (4) Publicly available other than through the fault or negligence of the other Party; or
- (5) Released without restriction to anyone.

Section 10.02 Disclosure of HHSC's Confidential Information.

(a) CONTRACTOR will immediately report to HHSC any and all unauthorized disclosures or uses of HHSC's Confidential Information of which it or its subcontractor(s), consultant(s), or agent(s) is aware or has knowledge. CONTRACTOR acknowledges that any publication or disclosure of HHSC's Confidential Information to others may cause immediate and irreparable harm to HHSC and may constitute a violation of State or federal laws. If CONTRACTOR, its subcontractor(s), consultant(s), or agent(s) should publish or disclose such Confidential Information to others without authorization, HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period as described in Article 11. HHSC will have the right to recover from CONTRACTOR all damages and liabilities caused by or arising from CONTRACTOR's, its subcontractors', consultants', or agents' failure to protect HHSC's Confidential Information. Contractor will defend with counsel approved by HHSC, indemnify and hold harmless HHSC from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees and costs) caused by or arising from CONTRACTOR's or its subcontractors', consultants' or agents' failure to protect HHSC's Confidential Information.

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(b) CONTRACTOR will require its subcontractor(s), consultant(s), and agent(s) to comply with the terms of this provision.

Section 10.03 Requests for public information.

(a) HHSC agrees that it will promptly notify CONTRACTOR of a request for disclosure of public information filed in accordance with the Texas Public Information Act, Chapter 552 of the Texas Government Code, that consists of the CONTRACTOR'S Confidential Information, including data to which CONTRACTOR has a proprietary or commercial interest. HHSC will deliver a copy of the request for public information to CONTRACTOR.

(b) With respect to any information that is the subject of a request for disclosure, CONTRACTOR is required to demonstrate to the Texas Office of Attorney General the specific reasons why the requested information is confidential or otherwise excepted from required public disclosure under law. CONTRACTOR will provide HHSC with copies of all such communications.

(c) To the extent authorized under the Texas Public Information Act, HHSC agrees to safeguard from disclosure information received from CONTRACTOR that the CONTRACTOR believes to be Confidential Information. CONTRACTOR must clearly mark such information as Confidential Information or provide written notice to HHSC that it considers the information confidential.

Section 10.04 Privileged Work Product.

(a) CONTRACTOR acknowledges that HHSC asserts that Privileged Work Product may be prepared in anticipation of litigation and that CONTRACTOR is performing the Services with respect of Privileged Work Product as an agent of HHSC, and that all matter related thereto is protected from disclosure by the Texas Rules of Civil Procedure, Texas Rules of Evidence, Federal Rules of Civil Procedure, or Federal Rules of Evidence.

(b) HHSC will notify CONTRACTOR of any Privileged Work Product to which CONTRACTOR has or may have access. After the CONTRACTOR is notified or otherwise becomes aware that such documents, data, database, or communications are Privileged Work Product, only CONTRACTOR personnel for whom such access is necessary for the purposes of providing the Services may have access to Privileged Work Product.

(c) If CONTRACTOR receives notice of any judicial or other proceeding seeking to obtain access to HHSC's Privileged Work Product, CONTRACTOR will:

- (1) Immediately notify HHSC; and

(2) Use all reasonable efforts to resist providing such access.

(d) If CONTRACTOR resists disclosure of HHSC's Privileged Work Product in accordance with this Section, HHSC will, to the extent authorized under Civil Practices and Remedies Code or other applicable State law, have the right and duty to represent CONTRACTOR in such resistance or to retain counsel to so represent CONTRACTOR or to reimburse CONTRACTOR for reasonable attorneys' fees and expenses incurred in resisting such access.

(e) If a court of competent jurisdiction orders CONTRACTOR to produce documents, disclose data, or otherwise breach the confidentiality obligations imposed in the Agreement, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, CONTRACTOR will not be liable for breach of such obligation.

Section 10.05 Unauthorized acts.

Each Party agrees to:

(1) Notify the other Party promptly of any unauthorized possession, use, or knowledge, or attempt thereof, of any Confidential Information by any person or entity that may become known to it;

(2) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information;

(3) Cooperate with the other Party in any litigation and investigation against third Parties deemed necessary by such Party to protect its proprietary rights; and

(4) Promptly prevent a reoccurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

Section 10.06 Legal action.

Neither party may commence any legal action or proceeding in respect to any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information by any person or entity, which action or proceeding identifies the other Party or its Confidential Information without such Party's consent.

Section 10.07 Information Security

(a) CONTRACTOR and all subcontractors, consultants, or agents under the Agreement (collectively "CONTRACTOR") must comply with the following:

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- (1) Health and Human Services Enterprise Information Security Standards and Guidelines and
- (2) Title 1, Sections 202.1 and 202.3 through 202.28, Texas Administrative Code.

(b) CONTRACTOR must comply with the following, as applicable:

- (1) The Federal Information Security Management Act of 2002 (FISMA);
- (2) The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- (3) The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
- (4) Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- (5) National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- (6) NIST Special Publication 800-53 Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations; and
- (7) NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems.

(c) In addition to the requirements expressly stated in this Section, CONTRACTOR must comply with any other State or Federal law, regulation, or administrative rule relating to the specific HHSC program area that CONTRACTOR supports.

(d) Upon reasonable notice, CONTRACTOR must provide, and cause its subcontractors and agents to provide, HHSC or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Scope of Work including, but not limited to:

- (1) CONTRACTOR information security policies;
- (2) CONTRACTOR information security procedures;
- (3) CONTRACTOR information security standards;
- (4) CONTRACTOR information security guidelines;
- (5) CONTRACTOR security plan in compliance with NIST Special Publication 800-53 Revision 3;

- (6) CONTRACTOR security violation reports;
- (7) CONTRACTOR employee security acknowledgement agreements; and
- (8) Lists of CONTRACTOR's employees with authorized access to HHSC confidential information.

Items (1) through (5) above are subject to HHSC's review and approval. Neither HHSC's review or approval, nor its fail to review or approve, will relieve, waive or satisfy any of CONTRACTOR's obligations under this Agreement.

(e) CONTRACTOR will provide, and will cause its subcontractors and agents to provide, to HHSC periodic written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Protected Health Information (PHI), Electronic Protected Health Information (EPHI), and Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:

- (1) Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
- (2) General Security Controls Audit;
- (3) Application Controls Audit;
- (4) Vulnerability Assessment; and
- (5) Network/Systems Penetration Test.

Article 11. Remedies and Disputes**Section 11.01 Understanding and expectations.**

The remedies described in this Section are directed to CONTRACTOR's timely and responsive performance of the Services and production of Deliverables, and to the creation of a flexible and responsive relationship between the Parties.

Section 11.02 Tailored remedies.***(a) Understanding of the Parties.***

CONTRACTOR agrees and understands that HHSC may pursue tailored contractual remedies for noncompliance with the Agreement. At any time and at its discretion, HHSC may impose or pursue one or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. HHSC's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity.

(b) Notice and opportunity to cure for non-material breach.

(1) HHSC will notify CONTRACTOR in writing of specific areas of CONTRACTOR performance that fail to meet performance expectations, standards, or

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schedules, but that, in the determination of HHSC, do not result in a material deficiency or delay in the implementation or operation of the Services.

(2) CONTRACTOR will, within three (3) business days (or another date approved by HHSC) of receipt of written notice of a non-material deficiency, provide the HHSC Project Manager a written response that:

(A) Explains the reasons for the deficiency, CONTRACTOR's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or

(B) If CONTRACTOR disagrees with HHSC's findings, its reasons for disagreeing with HHSC's findings.

(3) CONTRACTOR's proposed cure of a non-material deficiency is subject to the approval of HHSC. CONTRACTOR's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by HHSC as a material deficiency and entitle HHSC to pursue any other remedy provided in the Agreement or any other appropriate remedy HHSC may have at law or equity.

(c) *Corrective action plan.*

(1) At its option, HHSC may require CONTRACTOR to submit to HHSC a detailed written plan (the "Corrective Action Plan") to correct or resolve a material breach of this Agreement.

(2) The Corrective Action Plan must provide:

(A) A detailed explanation of the reasons for the cited deficiency;

(B) CONTRACTOR's assessment or diagnosis of the cause; and

(C) A specific proposal to cure or resolve the deficiency.

(3) The Corrective Action Plan must be submitted by the deadline set forth in HHSC's request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by HHSC, which will not unreasonably be withheld.

(4) HHSC will notify CONTRACTOR in writing of HHSC's final disposition of HHSC's concerns. If HHSC accepts CONTRACTOR's proposed Corrective Action Plan, HHSC may:

(A) Condition such approval on completion of tasks in the order or priority that HHSC may prescribe;

(B) Disapprove portions of CONTRACTOR's proposed Corrective Action Plan; or

(C) Require additional or different corrective action(s).

(5) At any time during this process, HHSC reserves the right to:

(A) Suspend all, or part of, the Agreement, and to withhold further payment for the suspended portions of the Agreement; or

(B) Prohibit CONTRACTOR from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action, if necessary, by CONTRACTOR or a decision by HHSC to terminate for cause.

(6) If HHSC rejects CONTRACTOR's written explanation or proposed Corrective Action Plan, HHSC may issue a Stop Work Order to CONTRACTOR or any of its subcontractors or suppliers. HHSC may delay the implementation of the Stop Work Order if it affects the completion of any of the Services in accordance with the approved Schedule or Work Plan.

(7) HHSC's acceptance of a Corrective Action Plan under this Section will not:

(A) Excuse CONTRACTOR's prior substandard performance;

(B) Relieve CONTRACTOR of its duty to comply with performance standards; or

(C) Prohibit HHSC from assessing additional tailored remedies or pursuing other appropriate remedies for continued substandard performance.

(d) *Administrative remedies.*

(1) At its discretion, HHSC may impose one or more of the following remedies for each item of noncompliance and will determine the scope and severity of the remedy on a case-by-case basis:

(A) Assess liquidated damages in accordance with the terms of this Agreement;

(B) Conduct accelerated monitoring of the CONTRACTOR. Accelerated monitoring includes more frequent or more extensive monitoring by HHSC or its agent;

(C) Require additional, more detailed, financial and/or programmatic reports to be submitted by CONTRACTOR;

(D) Decline to renew or extend the Agreement; or

(E) Terminate the Agreement in accordance with Section 11.03.

(2) For purposes of the Agreement, an item of noncompliance means a specific action of CONTRACTOR that:

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(A) Violates a provision of the Agreement;

(B) Fails to meet an agreed measure of performance; or

(C) Represents a failure of CONTRACTOR to be reasonably responsive to a reasonable request of HHSC relating to the Services for information, assistance, or support within the timeframe specified by HHSC.

(3) HHSC will provide notice to CONTRACTOR of the imposition of an administrative remedy in accordance with this Section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require CONTRACTOR to file a written response in accordance with this Section.

(4) The Parties agree that a State or Federal statute, rule, regulation, or Federal guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

(e) Damages.

(1) HHSC will be entitled to actual and consequential damages resulting from the CONTRACTOR'S failure to comply with any of the terms of the Agreement. In some cases, the actual damage to HHSC or the State of Texas as a result of CONTRACTOR'S failure to meet any aspect of the responsibilities of the Agreement and/or to meet specific performance standards set forth in the Agreement are difficult or impossible to determine with precise accuracy. Therefore, liquidated damages will be assessed in writing against and paid by the CONTRACTOR for failure to meet any aspect of the responsibilities of the Agreement and/or to meet the specific performance standards identified by the HHSC. Liquidated damages will be assessed if HHSC determines such failure is the fault of the CONTRACTOR (including the CONTRACTOR'S subcontractors and/or consultants) and is not materially caused or contributed to by HHSC or its agents. If at any time, HHSC determines the CONTRACTOR has not met any aspect of the responsibilities of the Agreement and/or the specific performance standards due to mitigating circumstances, HHSC reserves the right to waive all or part of the liquidated damages. All such waivers must be in writing, contain the reasons for the waiver, and be signed by the appropriate executive of HHSC.

(2) The liquidated damages prescribed in this Section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of HHSC's projected financial loss and damage resulting from the CONTRACTOR's nonperformance, including financial loss as a result of project delays. Accordingly, in the event CONTRACTOR fails to

perform in accordance with the Agreement, HHSC may assess liquidated damages as provided in this Section.

(3) If CONTRACTOR fails to perform any of the Services described in the Agreement, HHSC may assess liquidated damages for each occurrence of a liquidated damages event, to the extent consistent with HHSC's tailored approach to remedies and Texas law.

(4) HHSC may elect to collect liquidated damages:

(A) Through direct assessment and demand for payment delivered to CONTRACTOR; or

(B) By deduction of amounts assessed as liquidated damages as set-off against payments then due to CONTRACTOR for the Services or Deliverables or that become due at any time after assessment of the liquidated damages. HHSC will make deductions until the full amount payable by the CONTRACTOR is received by the State.

(f) Equitable Remedies

(1) CONTRACTOR acknowledges that, if CONTRACTOR breaches (or attempts or threatens to breach) its obligation under this Agreement, the State will be irreparably harmed. In such a circumstance, HHSC may proceed directly to court.

(2) If a court of competent jurisdiction finds that CONTRACTOR breached (or attempted or threatened to breach) any such obligations, CONTRACTOR agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by CONTRACTOR and restraining it from any further breaches (or attempted or threatened breaches).

(g) Suspension of Agreement

(1) HHSC may suspend performance of all or any part of the Agreement if:

(A) HHSC determines that CONTRACTOR has committed a material breach of the Agreement;

(B) HHSC has reason to believe that CONTRACTOR has committed, assisted in the commission of, or failed to take appropriate action concerning fraud, abuse, malfeasance, misfeasance, or nonfeasance by any party concerning the Agreement; or

(C) HHSC determines that suspension of the Agreement in whole or in part is convenient or in the best interests of the State of Texas or the HHSC Programs.

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(2) HHSC will notify CONTRACTOR in writing of its intention to suspend the Agreement in whole or in part. Such notice will:

- (A) Be delivered in writing to CONTRACTOR;
- (B) Include a concise description of the facts or matter leading to HHSC's decision; and
- (C) Unless HHSC is suspending the contract for convenience, request a Corrective Action Plan from CONTRACTOR or describe actions that CONTRACTOR may take to avoid the contemplated suspension of the Agreement.

Section 11.03 Termination of Agreement.

In addition to other provisions of this article allowing termination, this Agreement will terminate upon the Expiration Date unless extended in accordance with the terms of this Agreement, or terminated sooner under the terms of this Agreement. Prior to completion of the Initial Term and any extensions or renewal thereof, all or a part of this Agreement may be terminated for any of the following reasons:

(a) *Termination by mutual agreement of the Parties.*

This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

(b) *Termination in the best interest of the State.*

HHSC may terminate the Agreement at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

(c) *Termination for cause.*

HHSC reserves the right to terminate this Agreement, in whole or in part, upon the following conditions:

- (1) *Assignment for the benefit of creditors, appointment of receiver, or inability to pay debts.*

HHSC may terminate this Agreement if CONTRACTOR:

- (A) Makes an assignment for the benefit of its creditors;
- (B) Admits in writing its inability to pay its debts generally as they become due; or
- (C) Consents to the appointment of a receiver, trustee, or liquidator of CONTRACTOR or of all or any part of its property.
- (2) *Failure to adhere to laws, rules, ordinances, or orders.*

HHSC may terminate this Agreement if a court of competent jurisdiction finds CONTRACTOR failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of CONTRACTOR's duties under this Agreement.

(3) *Breach of confidentiality.*

HHSC may terminate this Agreement if CONTRACTOR breaches confidentiality laws with respect to the Services and Deliverables provided under this Agreement.

(4) *Failure to maintain adequate personnel or resources.*

HHSC may terminate this Agreement if, after providing notice and an opportunity to correct, HHSC determines that CONTRACTOR has failed to supply personnel or resources and such failure results in CONTRACTOR's inability to fulfill its duties under this Agreement.

(5) *Termination for gifts and gratuities.*

(A) HHSC may terminate this Agreement following the determination by a competent judicial or quasi-judicial authority and CONTRACTOR's exhaustion of all legal remedies that CONTRACTOR, its employees, agents or representatives have either offered or given any thing of value an officer or employee of HHSC or the State of Texas in violation of state law.

(B) CONTRACTOR must include a similar provision in each of its subcontracts and shall enforce this provision against a subcontractor who has offered or given any thing of value to any of the persons or entities described in this Section, whether or not the offer or gift was in CONTRACTOR's behalf.

(C) Termination of a subcontract by CONTRACTOR pursuant to this provision will not be a cause for termination of the Agreement unless:

- (1) CONTRACTOR fails to replace such terminated subcontractor within a reasonable time; and
- (2) Such failure constitutes Cause as described in this Section.

(D) For purposes of this Section, a "thing of value" means any item of tangible or intangible property that has a monetary value of more than \$50.00 and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions.

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The term does not include contributions to holders of public office or candidates for public office that are paid and reported in accordance with State and/or Federal law.

(6) Termination for non-appropriation of funds.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by HHSC are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then HHSC will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

(7) Judgment and execution.

(A) HHSC may terminate the Agreement if judgment for the payment of money in excess of \$500,000.00 that is not covered by insurance, is rendered by any court or governmental body against CONTRACTOR, and CONTRACTOR does not:

(1) Discharge the judgment or provide for its discharge in accordance with the terms of the judgment;

(2) Procure a stay of execution of the judgment within 30 days from the date of entry thereof; or

(3) Perfect an appeal of such judgment and cause the execution of such judgment to be stayed during the appeal, providing such financial reserves as may be required under generally accepted accounting principles.

(B) If a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of CONTRACTOR, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry, HHSC may terminate the Agreement in accordance with this Section.

(8) Termination for insolvency.

(A) HHSC may terminate the Agreement if CONTRACTOR:

(1) Files for bankruptcy;

(2) Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it;

(3) Makes an assignment for the benefit of all or substantially all of its creditors; or

(4) Enters into an Agreement for the composition, extension, or readjustment of substantially all of its obligations.

(B) CONTRACTOR agrees to pay for all reasonable expenses of HHSC including the cost of counsel, incident to:

(1) The enforcement of payment of all obligations of the CONTRACTOR by any action or participation in, or in connection with a case or proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, or any successor statute;

(2) A case or proceeding involving a receiver or other similar officer duly appointed to handle the CONTRACTOR's business; or

(3) A case or proceeding in a State court initiated by HHSC when previous collection attempts have been unsuccessful.

(9) Termination for CONTRACTOR'S material breach of the Agreement.

HHSC will have the right to terminate the Agreement in whole or in part if HHSC determines, at its sole discretion, that CONTRACTOR has materially breached the Agreement.

Section 11.04 Effective date of termination.

Except as otherwise provided in this Agreement, termination will be effective as of the date specified in the notice of termination.

Section 11.05 Extension of termination effective date.

HHSC may extend the effective date of termination one or more times as it elects, in its sole discretion.

Section 11.06 Payment and other provisions at Agreement termination.

(a) If HHSC terminates this Agreement, HHSC will pay CONTRACTOR on the effective date of termination (or as soon as possible thereafter taking into account appropriation and fund accounting requirements) any undisputed amounts due for all completed, approved, and accepted Services or Deliverables.

(b) HHSC further agrees to negotiate in good faith with CONTRACTOR to equitably adjust and settle any accrued or outstanding liabilities for any unaccepted Service or deliverable and Change Order that

(1) Is due or delivered prior to or upon contract termination;

(2) Is complete or substantially complete, or for which CONTRACTOR can document to the satisfaction of HHSC substantial progress; and

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(3) Benefits HHSC or the State of Texas, notwithstanding its unaccepted status.

(c) CONTRACTOR must provide HHSC all reasonable access to records, facilities, and documentation as is required to efficiently and expeditiously close out the Services under this Agreement.

(d) CONTRACTOR must prepare a turnover plan, which is acceptable to and approved by HHSC. That turnover plan will be implemented during the time period between receipt of notice and the termination date.

Section 11.07 Modification of Agreement in the event of remedies.

HHSC may propose a modification of this Agreement in response to the imposition of a remedy under this article. Any modifications under this Section must be reasonable, limited to the matters causing the exercise of a remedy, and in writing. CONTRACTOR must negotiate such proposed modifications in good faith.

Section 11.08 Turnover assistance.

Upon receipt of notice of termination of the Agreement by HHSC, CONTRACTOR will provide any turnover assistance reasonably necessary to enable HHSC or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself.

Section 11.09 Rights upon termination or expiration of Agreement.

In the event that the Agreement is terminated for any reason, or upon its expiration, HHSC will, at HHSC's discretion, retain ownership of any and all associated work products, Deliverables and/or Documentation in whatever form that they exist.

Section 11.10 CONTRACTOR responsibility for associated costs.

If HHSC terminates the Agreement for Cause, the CONTRACTOR will be responsible to HHSC for all costs incurred by HHSC, the State of Texas, or any of its administrative agencies to replace the CONTRACTOR. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to CONTRACTOR's failure to perform any Service in accordance with the terms of the Agreement.

Section 11.11 Dispute resolution.

(a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are

best served when the Parties employ all reasonable and informal means to resolve any dispute under this Agreement. The Parties express their mutual commitment to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this Section.

(b) Duty to negotiate in good faith.

Any dispute that in the judgment of any Party to this Agreement may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use every reasonable effort to resolve such dispute and the Parties shall not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties shall be reduced to writing and delivered to all Parties within ten (10) business days.

(c) Claims for breach of Agreement.

(1) *General requirement.* As required by Chapter 2260, Government Code, CONTRACTOR's claim for breach of this Agreement must be resolved in accordance with the dispute resolution process established by HHSC in accordance with Chapter 2260, Government Code.

(2) *Negotiation of claims.* The Parties expressly agree that the CONTRACTOR's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Government Code.

(A) To initiate the process, CONTRACTOR must submit written notice to HHSC that specifically states that CONTRACTOR invokes the provisions of Chapter 2260, Subchapter B, Government Code. The notice must comply with the requirements of Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(B) The Parties expressly agree that the CONTRACTOR's compliance with Chapter 2260, Subchapter B, Government Code, will be a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

(3) *Contested case proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Government Code, will be CONTRACTOR's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by HHSC if the Parties are unable to resolve their disputes under Subsection (c)(2) of this Section.

(A) The Parties expressly agree that compliance with the contested case process

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provided in Chapter 2260, Subchapter C, Government Code, will be a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices & Remedies Code. Neither the execution of this Agreement by HHSC nor any other conduct of any representative of HHSC relating to this Agreement shall be considered a waiver of the State's sovereign immunity to suit.

(4) *HHSC rules.* The submission, processing and resolution of CONTRACTOR's claim is governed by the rules adopted by HHSC pursuant to Chapter 2260, Government Code, found at Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(5) *CONTRACTOR's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by CONTRACTOR of any duty or obligation with respect to the performance of this Agreement. Any changes to the Agreement as a result of a Dispute Resolution will be implemented in accordance with Article 8, Amendments, Modifications and Change Orders.

Section 11.12 Liability of CONTRACTOR.

(a) CONTRACTOR bears all risk of loss or damage due to:

- (1) Defects in products, Services or Deliverables;
- (2) Unfitness or obsolescence of products, Services or Deliverables; or
- (3) The negligence or intentional misconduct of CONTRACTOR or its employees, agents, subcontractors, or representatives.

(b) CONTRACTOR must, at the CONTRACTOR's own expense, defend with counsel approved by the State, indemnify, and hold harmless the State and State employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action for property damage, bodily injury or death, to the extent caused by or arising from the negligence or intentional misconduct of the CONTRACTOR and its employees, officers, agents, or subcontractors.

(c) CONTRACTOR will not be liable to HHSC for any loss, damages or liabilities attributable to or arising from:

- (1) The failure of HHSC or any state agency or HHSC CONTRACTOR to perform a service or activity in connection with this Agreement; or
- (2) CONTRACTOR's prudent and diligent performance of the Services in compliance with

instructions given by HHSC in accordance with Section 1.03 (relating to implied authority) and Section 3.03 (relating to delegation of authority) of this Agreement.

(d) CONTRACTOR will ship all Equipment and Software purchased and Third Party Software licensed pursuant to the Agreement, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the Equipment and Software and hazards of transportation. Regardless of FOB point, CONTRACTOR agrees to bear all risks of loss, damage, or destruction of Deliverables, in whole or in part, ordered hereunder that occurs prior to Acceptance, except loss or damage attributable to HHSC's fault or negligence; and such loss, damage, or destruction will not release CONTRACTOR from any obligation hereunder. After Acceptance, the risk of loss or damage will be borne by HHSC, except loss or damage attributable to CONTRACTOR's fault or negligence.

Article 12. Assurances and Certifications

Section 12.01 Proposal certifications.

CONTRACTOR acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify HHSC of any changes in circumstances affecting these certifications:

- (1) Federal lobbying;
- (2) Debarment and suspension;
- (3) Child support; and
- (4) Nondisclosure statement.

Section 12.02 Conflicts of interest.

(a) *Representation.*

CONTRACTOR agrees to comply with applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. CONTRACTOR warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.

(b) *General duty regarding conflicts of interest.*

CONTRACTOR 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. CONTRACTOR will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Agreement with the State of Texas.

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Section 12.03 Organizational conflicts of interest.

(a) Definition.

An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which a contractor, or a subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:

- (1) Impairs or diminishes the offeror's, contractor's, or subcontractor's ability to render impartial or objective assistance or advice to HHSC; or
- (2) Provides the contractor or subcontractor an unfair competitive advantage in future HHSC procurements.

(b) Warranty.

Except as otherwise disclosed and approved by HHSC prior to the Effective Date of the Contract, CONTRACTOR warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to organizational conflict of interest affecting this Agreement. CONTRACTOR affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with the procurement process except as allowed under relevant state and federal law.

(c) Continuing duty to disclose.

(1) CONTRACTOR agrees that, if after the Effective Date, CONTRACTOR discovers is made aware of an organizational conflict of interest, CONTRACTOR will immediately and fully disclose such interest in writing to the HHSC project manager. In addition, CONTRACTOR must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by CONTRACTOR or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of conflicts of interest, and CONTRACTOR agrees to abide by HHSC's decision.

(2) The disclosure will include a description of the action(s) that CONTRACTOR has taken or proposes to take to avoid or mitigate such conflicts.

(d) Remedy.

If HHSC determines that an organizational conflict of interest exists, HHSC may, at its discretion, terminate the contract. If HHSC determines that CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the contracting

officer, such nondisclosure will be considered a material breach of the Agreement. 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.

(e) Flow down obligation.

CONTRACTOR must include the provisions of this Section 12.03 in all subcontracts for work to be performed similar to the service provided by CONTRACTOR, and the terms "Agreement," "CONTRACTOR," and "project manager" modified appropriately to preserve the State's rights.

Section 12.04 HHSC personnel recruitment prohibition.

CONTRACTOR has not retained or promised to retain any person or company, or utilized or promised to utilize a consultant that participated in HHSC's development of specific criteria of the Agreement or who participated in the selection of the CONTRACTOR for this Agreement.

CONTRACTOR will not recruit or employ any HHSC professional or technical personnel who have worked on projects relating to the subject matter of this Agreement, or who have had any influence on decisions affecting the subject matter of this Agreement, for two (2) years following the completion of this Agreement.

Section 12.05 Anti-kickback provision.

CONTRACTOR certifies that it will comply with the Anti-Kickback Act of 1986, 41 USC §51-58 and Federal Acquisition Regulation 52.203-7.

Section 12.06 Debt or back taxes owed to the State of Texas.

In accordance with Section 403.055 of the Government Code, CONTRACTOR agrees that any payments due to CONTRACTOR under the Agreement will be first applied toward any debt and/or back taxes CONTRACTOR owes the State of Texas. CONTRACTOR further agrees that payments will be so applied until such debts and back taxes are paid in full.

Section 12.07 Certification regarding status of license, certificate, or permit.

Article IX, Section 163 of the General Appropriations Act for the 1998/1999 state fiscal biennium prohibits an agency that receives an appropriation under either Article II or V of the General Appropriations Act from awarding a Agreement with the owner, operator, or administrator of a facility that has had a license, certificate, or permit revoked by another Article II or V agency.

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CONTRACTOR certifies it is not ineligible for an award under this provision.

Section 12.08 Outstanding debts and judgments.

CONTRACTOR certifies that it is not presently indebted to the State of Texas, and that CONTRACTOR is not subject to an outstanding judgment in a suit by the State of Texas against CONTRACTOR for collection of the balance. For purposes of this Section, an indebtedness is any amount sum of money that is due and owing to the State of Texas and is not currently under dispute. A false statement regarding CONTRACTOR's status will be treated as a material breach of this Agreement and may be grounds for termination at the option of HHSC.

Section 12.09 Anti-trust.

In submitting a proposal, and in accepting the Contract or purchase order, Contractor certifies and agrees as follows:

(1) Neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

(a) violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or

(b) directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

(2) CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, *et seq.* (1973), as amended, and the anti-trust laws of the State of Texas, TEX. BUS. & COMM. CODE ANN. Section 15.01, *et seq.* (1967), as amended.

Article 13. Representations and Warranties

Section 13.01 Authorization.

(a) The execution, delivery and performance of this Agreement has been duly authorized by CONTRACTOR and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for CONTRACTOR to enter into this Agreement and perform its obligations under this Agreement.

(b) CONTRACTOR has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of CONTRACTOR's performance of this Agreement.

CONTRACTOR will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement.

Section 13.02 Ability to perform.

CONTRACTOR warrants that it has the financial resources to fund the capital expenditures required under the Agreement without advances by HHSC or assignment of any payments by HHSC to a financing source.

Section 13.03 Workmanship and performance.

(a) All Services and Deliverables provided under this Agreement will be provided in a manner consistent with the standards of quality and integrity as outlined in this Agreement, the RFP, and CONTRACTOR's Proposal.

(b) All Services and Deliverables must meet or exceed the required levels of performance specified in or pursuant to this Agreement, and will meet or exceed HHSC's Missions and Objectives, as set forth in the RFP.

(c) CONTRACTOR will perform the Services in a workmanlike manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in this Agreement.

Section 13.04 Warranty of deliverables.

CONTRACTOR warrants that Deliverables developed and delivered under this Agreement will meet the Specifications as described in the Agreement during the period following its acceptance by HHSC, through the term of the Agreement, including any extensions as provided in the Agreement, that are subsequently negotiated by CONTRACTOR and HHSC. CONTRACTOR will promptly repair or replace any such Deliverables not in compliance with this warranty at no charge to HHSC.

Section 13.05 Manufacturers' warranties.

CONTRACTOR assigns to HHSC all of the manufacturers' warranties and indemnities relating to all products, including without limitation, Third Party Software to the extent CONTRACTOR is permitted by the manufacturers to make such assignments to HHSC. Such assignment is subject to all of the terms and conditions imposed by the manufacturers with respect thereto.

Section 13.06 Compliance with Agreement.

CONTRACTOR will not take any action substantially or materially inconsistent with any of the terms and conditions set forth in this Agreement without the express written approval of HHSC.

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Article 14. Intellectual Property

Section 14.01 Infringement and misappropriation.

(a) CONTRACTOR warrants that all Deliverables provided by CONTRACTOR will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

(b) CONTRACTOR will, at its expense, defend with counsel approved by HHSC, indemnify, and hold harmless HHSC, its employees, officers, directors, contractors, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees and expenses, from any claim or action against HHSC that is based on a claim of breach of the warranty set forth in the preceding paragraph. HHSC will promptly notify CONTRACTOR in writing of the claim, provide CONTRACTOR a copy of all information received by HHSC with respect to the claim, and cooperate with CONTRACTOR in defending or settling the claim.

(c) In case the Deliverables, or any one or part thereof, is in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted or if a proceeding appears to CONTRACTOR to be likely to be brought, CONTRACTOR will, at its own expense, either:

(1) Procure for HHSC the right to continue using the Deliverables; or

(2) Modify or replace the Deliverables to comply with the Specifications and to not violate any intellectual property rights.

If neither of the alternatives set forth in (1) or (2) above are available to the CONTRACTOR on commercially reasonable terms, CONTRACTOR may require that HHSC return the allegedly infringing Deliverable(s) in which case CONTRACTOR will refund all amounts paid for all such Deliverables.

Section 14.02 Exceptions.

CONTRACTOR is not responsible for any claimed breaches of the warranties set forth in Section 14.01 to the extent caused by:

(a) Modifications made to the item in question by anyone other than CONTRACTOR or its subcontractors or HHSC or its Contractors working at CONTRACTOR's direction or in accordance with the specifications; or

(b) The combination, operation, or use of the item with other items if CONTRACTOR did not supply or approve for use with the item; or

(c) HHSC's failure to use any new or corrected versions of the item made available by CONTRACTOR.

Article 15. Liability

Section 15.01 Property damage.

(a) CONTRACTOR will protect HHSC's real and personal property from damage arising from CONTRACTOR's, its agent's, employees' and subcontractors' performance of the Agreement, and CONTRACTOR will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by CONTRACTOR's, its agents', employees' or subcontractors' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, CONTRACTOR will notify the HHSC Project Manager thereof and, subject to direction from the Project Manager or her or his designee, will take all reasonable steps to protect that property from further damage.

(b) CONTRACTOR agrees to observe and encourage its employees and agents to observe safety measures and proper operating procedures at HHSC sites at all times.

(c) CONTRACTOR will distribute a policy statement to all of its employees and agents that directs the employee or agent to immediately report to HHSC or to CONTRACTOR any special defect or unsafe condition encountered while on HHSC premises. CONTRACTOR will immediately report to HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

Section 15.02 Risk of Loss.

During the period Deliverables are in transit and in possession of CONTRACTOR, its carriers or HHSC prior to being accepted by HHSC, CONTRACTOR will bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of HHSC. After HHSC accepts a Deliverable, the risk of loss or damage to the Deliverable will be borne by HHSC, except loss or damage attributable to the negligence or intentional misconduct of CONTRACTOR's agents, employees or subcontractors.

Section 15.03 Limitation of HHSC's Liability.

HHSC WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY. THIS WILL APPLY REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF HHSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HHSC'S LIABILITY TO CONTRACTOR UNDER THE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES TO BE PAID BY HHSC TO

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CONTRACTOR UNDER THE AGREEMENT,
INCLUDING CHANGE ORDER PRICES AGREED
TO BY THE PARTIES OR OTHERWISE
ADJUDICATED.

Article 16. Special Terms and Conditions

If checked, the following provisions apply to this contract.

Note: Section 16.08 Historically Underutilized Business Participation Requirements APPLIES IF HHSC determined that sub-contracting opportunities were probable for the procurement/contract.

**Section 16.01 HIPAA.****(a) Definitions.**

For purposes of this Section:

(1) **"Business Associate"** has the meaning given the term under 45 C.F.R. §160.103.

(2) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. §§1320d—1320d-8).

(3) **"Protected Health Information"** has the meaning given the term in 45 C.F.R. §164.501, limited to the information created or received by CONTRACTOR from or on behalf of HHSC.

All terms used in this Section that are not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule, 45 C.F.R. parts 160 and 164

(b) Background.

(1) Under the terms of this Agreement, HHSC may provide or make available to Contractor, or Contractor may create or receive on behalf of HHSC, certain HHSC Confidential Information that is and must be afforded special treatment and protection under HIPAA in conjunction with Services or Deliverables that are being provided to HHSC by Contractor.

(2) Contractor will have access to or receive from HHSC, or create or receive on behalf of HHSC, certain electronic Protected Health Information that must be safeguarded in accordance with this Agreement and the security rules adopted by the U.S. Department of Health and Human Services (HHS) under HIPAA, 45 C.F.R. §§ 164.302-.318.

(3) Contractor is a Business Associate of HHSC.

(4) The obligations of Contractor under this section are in addition to the duties of Contractor with

respect to HHSC Confidential Information described elsewhere in this Agreement.

(c) Uses and disclosures.

Except as otherwise limited by this Agreement, CONTRACTOR may:

(1) Use or disclose Protected Health Information to perform the Services and accomplish the purposes of this Agreement, provided that:

(A) Such use or disclosure would not violate the Privacy Rule if the disclosure were made by HHSC; and

(B) Such use or disclosure is limited to the minimum necessary to accomplish the purposes of the use or disclosure;

(2) Use Protected Health Information for the proper management and administration of CONTRACTOR or to carry out Contractor's legal responsibilities;

(3) Disclose Protected Health Information for the proper management and administration of CONTRACTOR or to carry out Contractor's legal responsibilities if:

(A) Disclosure is required by law; or

(B) Contractor obtains assurances from the person to whom the information is disclosed that the person will:

(i) Maintain the confidentiality of the Protected Health Information;

(ii) Use or further disclose the information only as required by law or for the purpose for which it was disclosed to the person; and

(iii) Notify Contractor of any breaches of confidentiality of which the person is aware; and

(4) Use Protected Health Information to provide data aggregation services to HHSC, as that term is defined at 45 C.F.R. §164.501 and permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

(d) Contractor's commitment and obligations.

Contractor agrees that it will:

(1) Not use or disclose Protected Health Information provided by, made available by, or created or received on behalf of HHSC other than as permitted or required by this Agreement or as required by law;

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(2) Establish and maintain appropriate safeguards to prevent any use or disclosure of Protected Health Information other than as provided for by this Agreement;

(3) Have procedures in place for mitigating, to the maximum extent practicable, any harmful effect of a use or disclosure of Protected Health Information that is contrary to this Agreement or the Privacy Rule;

(4) Immediately report to HHSC any use or disclosure of Protected Health Information not provided for or allowed by this Agreement of which Contractor becomes aware;

(5) Enter into a subcontract anytime Contractor proposes to provide or make available Protected Health Information to any subcontractor or agent. Such subcontract or agreement must:

(A) Contain the same terms, conditions, and restrictions on the use and disclosure of Protected Health Information and restrictions on the security of information as contained in this Agreement; and

(B) Be approved as to the form of the terms, conditions, and restrictions by HHSC prior to entering into any such agreement;

(6) Make Protected Health Information in a designated records set available to HHSC or, as directed by HHSC, to the subject of the Protected Health Information, in compliance with the requirements of 45 C.F.R. §164.524.

(7) Make Protected Health Information in a designated records set available for amendment and will incorporate any amendments to this information that HHSC directs or agrees to pursuant to 45 C.F.R. §164.526.

(8) Document and make available to HHSC the Protected Health Information required to provide an accounting of disclosures, in accordance with 45 C.F.R. §164.528.

(9) Make internal practices, books, and records relating to the use or disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of HHSC, available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining compliance with the privacy regulations.

(10) Return, destroy, or continue to maintain appropriate safeguards for all Protected Health Information received from HHSC or created or received on behalf of HHSC once Contractor finishes providing Services or Deliverables under this Agreement:

(A) If Contractor destroys the information, it must certify to HHSC that the information has been destroyed;

(B) Contractor may not elect to destroy information that must be retained under federal or state law; and

(C) Contractor must maintain appropriate safeguards for the information as long as Contractor has such Protected Health Information;

(11) Develop and implement a system of sanctions for any Subcontractor or Contractor Personnel that violate this Agreement or the Privacy Rule.

(12) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of HHSC as required by 45 C.F.R. §§ 164.302-.318.

(13) Immediately report to HHSC any security incident of which it becomes aware.

(14) Make internal practices, books, and records relating to the security of information received from or created or received by Contractor on behalf of HHSC available to the Secretary of Health and Human Services or the Secretary's designee for purposes of determining compliance with the security rules.

(15) Develop and implement a system of sanctions for any Subcontractor or Contractor Personnel that violate this Agreement or the security rules.

(e) *Ownership of Protected Health Information.*

(1) The Protected Health Information shall be and remain the property of HHSC.

(2) Contractor agrees it acquires no title or rights to the information, including any de-identified information, as a result of this Agreement.

(f) *Injunctive relief; survival of terms.*

(1) Notwithstanding any rights or remedies provided for in this Agreement, HHSC retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information or a violation of the security rules by Contractor or any Subcontractor, Contractor Personnel, or third party that received information from Contractor.

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(2) The duties and obligations imposed on Contractor under this section of this Agreement will survive the expiration of the Agreement until all Protected Health Information provided by HHSC to Contractor, or created or received by Contractor on behalf of HHSC, is destroyed or returned to HHSC.

**Section 16.02 Technology access.**

(a) The CONTRACTOR expressly acknowledges that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the CONTRACTOR represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- (1) Providing equivalent access for effective use by both visual and non-visual means;
- (2) Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- (3) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

(b) For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar State or Federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

(c) In addition, all technological solutions offered by the CONTRACTOR must comply with the requirements of Texas Government Code §531.0162. This includes, but is not limited to providing technological solutions that meet federal accessibility standards for persons with disabilities, as applicable.

**Section 16.03 Member records.**

CONTRACTOR and any subcontractor shall not transfer an identifiable Member record, including a patient record, to another entity or person without written consent from the Member or someone

authorized to act on his or her behalf; however, HHSC may require CONTRACTOR, or any subcontractor, to transfer a Member record to another agency or to HHSC if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the Member.

If at any time during the Initial Term, this Agreement is terminated, HHSC may require the transfer of Member records, upon written notice to CONTRACTOR, to another entity that agrees to continue performance of the Agreement, as consistent with federal and state laws and applicable releases.

The term "Member Record" for this Section 16.03 means only those administrative, enrollment, case management and other such records maintained by CONTRACTOR and is not intended to include patient records maintained by participating network providers.

**Section 16.04 Financial/performance audits.**

(a) The State of Texas Health and Safety Code Section 12.0123 directs HHSC to contract with an independent auditor to perform annual independent external financial and performance audits of any Medicaid vendor used by HHSC in HHSC's operation of a part of the State Medicaid program. "Medicaid vendor" means an entity that, under a contract with or otherwise on behalf of HHSC, performs one or more administrative services in relation to HHSC's operation of a part of the State Medicaid program, such as claims processing, utilization review, client enrollment, provider enrollment, quality monitoring, or payment of claims. The independent auditor will deliver to the CONTRACTOR and to HHSC a report of the findings and recommendations within thirty (30) calendar days of the close of each audit. The report will be prepared in accordance with generally accepted auditing standards.

(b) CONTRACTOR agrees to deliver to HHSC, for HHSC's approval, a Corrective Action Plan that addresses deficiencies identified in the audit within thirty (30) calendar days of the delivery of the independent auditor's report.

(c) CONTRACTOR understands that the independent auditor ("the auditor") will make specific inquiries of CONTRACTOR'S management for information, including but not limited to information concerning the representations embodied in the financial statements and reports CONTRACTOR is required to furnish the State as per the "Financial Report Requirements" portion of Section 6 of this RFP. CONTRACTOR understands that as part of the auditor's audit procedures, the auditor will request,

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and CONTRACTOR'S management will provide to the auditor a representation letter;

(1) Acknowledging management's responsibility for the preparation of the financial statements and reports;

(2) Acknowledging management's responsibility for compliance with laws and regulations; and

(3) Affirming management's belief that the effects of any uncorrected financial statement or report misstatements aggregated by the auditor during the current audit engagement and pertaining to the period presented are immaterial, both individually and in the aggregate, to the financial statements and reports taken as a whole.

(d) CONTRACTOR understands and agrees that the auditor will also request that CONTRACTOR's management confirm certain representations made to the auditor during the audit. The responses to those inquiries, and the related written representations of management required by generally accepted auditing standards, are part of the evidential matter that the auditor will rely on in forming its opinion on the CONTRACTOR'S financial statements and reports.



Section 16.05 Audit software.

As part of the Services, CONTRACTOR must operate and maintain such audit software as HHSC or its designees may provide to CONTRACTOR from time to time during the Term of the Agreement.



Section 16.06 Ownership and licenses.

(a) Custom Software.

The Parties agree that any Deliverable, including without limitation any software, developed by CONTRACTOR in connection with the Agreement (the "Custom Software"), will be the exclusive property of HHSC.

(b) Ownership rights.

(1) HHSC will own all right, title, and interest in and to its Confidential Information and the Deliverables provided by CONTRACTOR, including without limitation the Specifications, the Work Plan, and the Custom Software, except that the Deliverables will not include the third party software and the associated Documentation for purposes of this Section. CONTRACTOR will take all actions necessary and transfer ownership of the Deliverables to HHSC, including, without limitation, the Custom Software and associated Documentation on Final

Acceptance or as otherwise provided in the Agreement.

(2) CONTRACTOR will furnish such Custom Software and Documentation, upon request of HHSC, in accordance with applicable State law. All Deliverables, in whole and in part, will be deemed works made for hire of HHSC for all purposes of copyright law, and copyright will belong solely to HHSC. To the extent that any such Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, CONTRACTOR agrees to assign, and hereby assigns, all right, title, and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to HHSC.

(3) CONTRACTOR will, at the expense of HHSC, assist HHSC or its nominees to obtain copyrights, trademarks, or patents for all such Deliverables in the United States and any other countries. CONTRACTOR agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to HHSC all the right, title, and interest in and to such Deliverables. CONTRACTOR also agrees not to assert any moral rights under applicable copyright law with regard to such Deliverables.

(c) License Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by CONTRACTOR under or resulting from the Agreement. Such data will include all results, technical information, and materials developed for and/or obtained by HHSC from CONTRACTOR in the performance of the Services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Services performed as a result of the Agreement.

(d) Proprietary Notices

CONTRACTOR will reproduce and include HHSC's copyright and other proprietary notices and product identifications provided by CONTRACTOR on such copies, in whole or in part, or on any form of the Deliverables.

Subject: HHSC Uniform Contract Terms & Conditions**(e) *Third Party Software and Documentation Licenses***

(1) CONTRACTOR grants HHSC a non-exclusive, perpetual, license for HHSC to use the Third Party Software and its associated Documentation for its internal business purposes. HHSC will be entitled to use the Third Party Software on the Equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional Charges. Terms in any licenses for Third Party Software will be consistent with the requirements of this Section.

(2) The licenses hereunder are granted as of the date when such Third Party Software is installed and certified by CONTRACTOR as operational, and the licenses will continue until HHSC permanently discontinues the use of the Third Party Software.

(3) Prior to utilizing any Third Party Software product that may be included as part of a Software Deliverable to HHSC, CONTRACTOR will provide to HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to pre-approve the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Agreement. CONTRACTOR will assign to HHSC the licenses for the Third Party Software upon Final Acceptance.

(4) CONTRACTOR will, during the Project, maintain any and all Third Party Software products at their most current version or no more than one version back from the most current version. However, CONTRACTOR will not maintain any Third Party Software versions, including one version back, if any such version would prevent HHSC from using any functions, in whole or in part, or would cause Deficiencies in the System.

(f) *State and Federal Governments*

In accordance with 45 CFR Part 95.617, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes all materials, the Custom Software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the Agreement, including but not limited to those materials covered by copyright, all Software source and object code, instructions, files, and Documentation composing the System.

☐ **Section 16.07 Insurance Coverage.****(a) *Required Coverage.***

(1) CONTRACTOR will procure, at CONTRACTOR's own expense, during the Term of the Agreement and until final acceptance of all Services and Deliverables, the following insurance coverage. CONTRACTOR will provide HHSC with proof of the following insurance coverage within ten (10) calendar days after the Agreement is awarded:

(A) Standard Worker's Compensation Insurance coverage;

(B) Automobile Liability; and

(C) Comprehensive Liability Insurance including Bodily Injury coverage of \$100,000.00 per each occurrence and Property Damage Coverage of \$25,000.00 per each occurrence.

(2) If CONTRACTOR's current Comprehensive General Liability insurance coverage does not meet the above stated requirements, CONTRACTOR will obtain excess liability insurance to compensate for the difference in the coverage amounts.

(3) CONTRACTOR is responsible for any and all deductibles stated in the policies. Insurance will be maintained at all times during the performance of the Agreement. Insurance coverage will be issued by insurance companies authorized by applicable law to conduct business in the State of Texas, and must name HHSC as an additional insured.

(4) The policy will have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement.

(b) *Proof of Insurance Coverage*

(1) CONTRACTOR will furnish the HHSC Project Manager original Certificates of Insurance evidencing the required coverage to be in force on the date of award, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. CONTRACTOR will submit evidence of insurance prior to Agreement award. The failure of HHSC to obtain such evidence from CONTRACTOR before permitting CONTRACTOR to commence work will not be deemed to be a waiver by HHSC and CONTRACTOR will remain under continuing obligation to maintain and provide proof of the insurance coverage.

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(2) The insurance specified above will be carried until all services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force will constitute a violation of the Agreement, and HHSC maintains the right to stop work until proper evidence of insurance is provided.

(3) The insurance will provide for thirty (30) calendar days prior written Notice to be given to HHSC in the event coverage is substantially changed, canceled, or non-renewed. CONTRACTOR must submit a new coverage binder to HHSC to ensure no break in coverage.

(4) CONTRACTOR will require all subcontractors operating in Texas to carry Worker's Compensation coverage in the amounts required by Texas law. CONTRACTOR will also require subcontractors to carry Comprehensive Liability Insurance including Bodily Injury coverage or \$100,000.00 per occurrence and Property Damage Coverage of \$25,000.00 per occurrence. CONTRACTOR may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted will so stipulate.

(5) The Parties expressly understand and agree that any insurance coverages and limits furnished by CONTRACTOR will in no way expand or limit CONTRACTOR's liabilities and responsibilities specified within the Contract documents or by applicable law.

(6) CONTRACTOR and each subcontractor agree that insurer will waive their rights of subrogation against HHSC.

(7) CONTRACTOR expressly understands and agrees that any insurance maintained by HHSC will apply in excess of and not contribute with insurance provided by CONTRACTOR under the Agreement.

(8) If CONTRACTOR, or its subcontractor(s), desire additional coverage, higher limits of liability, or other modifications for its own protection, CONTRACTOR and each of its subcontractors will be responsible for the acquisition and cost of such additional protection.



Section 16.08 Historically Underutilized Business Participation Requirements

This Subsection applies if HHSC determined that sub-contracting opportunities were probable for the procurement/contract.

(a) Definitions.

For purposes of this Section:

(1) **"Historically Underutilized Business"** or **"HUB"** means a minority or women-owned business as defined by Texas Government Code, Chapter 2161.

(2) **"HSP"** means a HUB Subcontracting Plan.

(b) HUB Requirements.

(1) Contractor must submit an HSP for HHSC's approval.

(2) Contractor must report to HHSC's contract manager and HUB Office monthly, in the format required by the HUB Office, its use of HUB subcontractors to fulfill the subcontracting opportunities identified in the HSP.

(3) If the Parties amend the Agreement to include additional funds or a change to the Scope of Work, the Contractor must submit a revised HSP to the HHSC HUB Office, when a determination is made for additional subcontracting opportunities. All proposed changes to the HSP must comply with the requirements of **Section 16.08(b)(4)**.

(4) Contractor shall obtain prior written approval from the HHSC HUB Office before making any changes to the HSP. The proposed changes must comply with HHSC's good faith effort requirements relating to the development and submission of HSPs.

(5) HHSC will determine if the value of Subcontracts to HUBs meet or exceed the HUB subcontracting provisions specified in the Contractor's HSP. If HHSC determines that the Contractor's subcontracting activity does not demonstrate a good faith effort, the Contractor may be subject to provisions in the Vendor Performance and Debarment Program (34 T.A.C., Part 1, Chapter 20, Subchapter C), and subject to remedies for Breach.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

TEXAS HEALTH AND HUMAN	§	
SERVICES COMMISSION	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. <u>3:15-cv-3851</u>
	§	
UNITED STATES OF AMERICA,	§	
UNITED STATES DEPARTMENT	§	
OF STATE, JOHN KERRY in his	§	
Official Capacity as SECRETARY OF	§	
STATE, UNITED STATES	§	
DEPARTMENT OF HEALTH &	§	
HUMAN SERVICES,	§	
SYLVIA BURWELL, in her Official	§	
Capacity as SECRETARY OF	§	
HEALTH AND HUMAN SERVICES,	§	
OFFICE OF REFUGEE	§	
RESETTLEMENT, ROBERT CAREY,	§	
in his Official Capacity as Director	§	
of the OFFICE OF REFUGEE	§	
RESETTLEMENT, and	§	
INTERNATIONAL RESCUE	§	
COMMITTEE, INC.	§	
	§	
Defendants.	§	

TEMPORARY RESTRAINING ORDER

After considering Plaintiff Texas Health and Human Services Commission's Application for Temporary Restraining Order against Defendants United States of America, United States Department of State, John Kerry, in his official capacity as Secretary of State, United States Department of Health and Human Services, Sylvia Burwell in her official capacity as Secretary of Health and Human Services, Office of Refugee Resettlement, Robert Carey, in his official capacity as Director of the Office

of Refugee Resettlement, as well as the pleadings and affidavits, the Court FINDS as follows:

- A. There is a substantial likelihood that Plaintiff will prevail on the merits of its claims against Defendants;
- B. There is a substantial threat that irreparable injury will result if the injunction is not granted;
- C. The threatened injury outweighs the threatened harm to the Defendants; and
- D. Granting the preliminary injunction will not disserve the public interest.

IT IS THEREFORE ORDERED THAT:

- 1. Defendants, their officers, agents, servants, employees, and attorneys and all persons acting in concert with them are to be restrained from resettling refugees to Texas until December 9, 2015.
- 2. The clerk shall issue notice to Defendants that the hearing on Plaintiff's request for preliminary injunction is set for December 9, 2015 at _____ a.m./p.m.

This order will expire on December 9, 2015.

SIGNED on _____, 2015, at _____ a.m./p.m.

U.S. DISTRICT JUDGE