

AACOG Routing Approval Form

Attach electronic signature to certify departmental approval

Originator	Date	Subject	Needed By:
Gloria Givilancz	9/29/2021	FY22 Vendor Contract - City of Schertz	ASAP

Document Category

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> Grant | <input type="checkbox"/> Interlocal (ILA) | <input type="checkbox"/> Request for Application |
| <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Vendor Services | <input type="checkbox"/> Request for Proposal |
| | <input type="checkbox"/> Instructor | <input type="checkbox"/> Request for Information |
| | <input type="checkbox"/> Consultant | <input type="checkbox"/> MOU |
| | <input type="checkbox"/> | |

Attachment Description

The FY22 Aging Contract Agreement between City of Schertz (Contractor) and Alamo Area Council of Governments (AACOG). The Contract is an Agreement for the Contractor to provide Older American Program Service(s) for the Aging Program. The Contractor is going to provide Congregate Meals Service.

Email to: mbrowne@schertz.com, ggivilancz@aacog.com, clloyd@aacog.com

Recommendation:

Staff recommend approval, signature and execution of agreement for the Contractor to provide OAA service(s) for the Aging program.

Required Attachments:

- | | |
|--|---|
| <input type="checkbox"/> Board Documentation | <input checked="" type="checkbox"/> Contracting party emails(s) |
| <input type="checkbox"/> SAMS and State debarment research | <input type="checkbox"/> Exhibit A |
| <input type="checkbox"/> Budget | <input type="checkbox"/> Exhibit B |

Approval Routing:

Through	Signature	
Debbie Ugarte Procurement Dept.	DocuSigned by: <i>Debbie Ugarte</i>	9/30/2021
Jo Ann Tobias-Molina, Program Director	441FF1F38D9045D... DocuSigned by: <i>Jo Ann Tobias-Molina</i>	9/30/2021
Stella Garcia, Senior Director	E0043082A5D047C... DocuSigned by: <i>Stella Garcia</i>	9/30/2021
Jenise Diaz, CFO	6F872298D5B3439... DocuSigned by: <i>Jenise Diaz</i>	9/30/2021
Clifford Herberg, General Counsel	7848460F0FAF41E... DocuSigned by: <i>Clifford C. Herberg</i>	9/30/2021
	F72AC8719DD049F...	



Dear Contractor:

We are pleased to inform you that your Agency has been approved as a contractor for FY 2022. As a contractor, your Agency has agreed to provide service(s) as defined in the Contract to clients of the Area Agency on Aging and as authorized by the AAA staff. Also, your Agency has agreed to accept reimbursement as stated in the Scope of Project.

Please sign, date and return the DocuSign document **as soon as possible**. Should you have any questions or concerns regarding the Contract, please do not hesitate to call **210.362.5306**.

Our mission is to "work to build a community that supports older residents and allows them to age with dignity, security, and enhanced quality of life, as well as assure availability of high quality, efficient, community services." As a team, we will be able to make a difference in many lives. We look forward to working with you.

Gloria Givilancz
Contract and Nutrition Coordinator
ggivilancz@accog.com



AGREEMENT
between
ALAMO AREA COUNCIL OF GOVERNMENTS
and
CITY OF SCHERTZ

This agreement, (the "Agreement"), is made by and between the Alamo Area Council of Governments, ("AACOG") and City of Schertz, ("Contractor") acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, AACOG desires to contract with public or private service providers for the provision of Older American Act (OAA) Programs; and,

WHEREAS, Contractor is ready, willing and able to provide these services for the consideration and upon the terms stated herein; and,

WHEREAS, the parties understand that this grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Services Commission (HHSC) Awards under Title 45 CFR Part 75; and,

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements detailed herein, the parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meaning as set out below:

AACOG is defined in the preamble of this Agreement and includes its successors and assigns.

Protected Health Information (PHI) has the same meaning as defined in Texas Health Code Chapter 181.00, limited to the information created or received by Contractor from or on behalf of AACOG.

Electronic Protected Health Information (EPHI), for purposes of the Agreement, has the same meaning given at Texas Health Code Chapter 181.00, limited to the information created or received by Contractor from or on behalf of AACOG.

Business Associate Agreement (BAA) is defined as an additional agreement that AACOG may require Contractor to execute if in the course of this Agreement, Contractor may through association with AACOG create or received PHI or EPHI of an individual.

AACOG Region is defined as the following 13 counties: Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson.

Bexar Region is defined as the urban and rural portions of Bexar County.

Alamo Region is defined as the 12 rural counties surrounding Bexar County, including: Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

AGREEMENT

1. CONTRACT PERIOD

1.1 This Agreement is effective upon final execution by AACOG (the "Effective Date") and shall terminate on September 30, 2022, or upon receipt of the final deliverable(s) if earlier.

2. SCOPE OF PROJECT

2.1 Contractor and AACOG agree the scope of the project shall be as described in the Exhibit A: Budget/Computation of Payments, Exhibit B: Assurances & Certifications and Attachment A: Request To Be Added To Bidder/Vendor List (the "Contractor Application"), and are incorporated herein by reference. In the event of any conflict between the Contractor Application or this Agreement, the terms of this Agreement shall control. Contractor represents and warrants that it, and its agents and subcontractors shall perform its obligations hereunder in a good and workmanlike manner.

2.2 Contractors must submit a performance variance report by the 5th of the month for the previous month when the variance is +10 or -10 percent of the monthly metrics. Additionally, Contractors shall immediately report when they anticipate they will not meet the metrics requirements or exceed budget. The variance report shall include: the reason, the action plan, and the expected date of completion.

2.3 Goods and services detailed in this contract are limited to residents in the AACOG Region. Further, Bexar Contractors are limited to serving residents in Bexar Region and Alamo Contractors are limited to serving residents in the Alamo Region, unless exceptions are included in contract.

2.4 Contractor shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved area plan, assure it will use outreach efforts to identify individuals eligible for assistance under this Contract, with special emphasis on: (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural

areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals, and (7) older individuals at risk for institutional placement.

- 2.5 Contractor must submit an outreach plan to AACOG annually by December 31, 2021 that emphasizes target populations listed in section 2.4. Effective January 5, 2022, Contractor shall report quarterly, on the 5th calendar day following the end of the quarter, a summary of outreach activities performed and planned.
- 2.6 Contractor must make all printed material available in English and Spanish to ensure access to individuals with limited English Proficiency. This includes menus and flyers posted on websites or social media.
- 2.7 Contractor must submit by December 31, 2021 the procedures for providing accommodations upon request for individuals with disabilities.
- 2.8 Contractor must submit most recent ADA accessibility compliance review by December 31, 2021 if services are provided onsite.
- 2.9 Contractor must use current AACOG logo, and any state or federal agency as appropriate, on all promotional items and social media posts and ensure appropriate logos are prominently displayed for all AACOG funded activities and events.
- 2.10 Contractors must provide a voluntary opportunity for each eligible program participant to contribute to the cost of the services while protecting the person's privacy. Contractor must safeguard and account for such contributions and use such contributions to expand or enhance program outcomes.
- 2.11 Contractor must report any negative incidents to the AACOG Contract Manager via email within 2 business days. Negative incidents include, but are not limited to:
 - Any incident that causes death or injury;
 - Physical assault;
 - Events requiring police involvement;
 - Inappropriate sexual behavior;
 - Any breach or reasonably assumed breach of personally identifiable information; or
 - Any incident that could result in negative media attention.
- 2.12 Contractor must report any emergency closure due to unforeseen circumstances such as inclement weather, power outage, plumbing issue, COVID outbreak, etc.
- 2.13 The Contractor must establish written procedures through which participants can communicate aspects of the service which impact negatively upon them. Contractors must maintain a log of written complaints received during the program year. The complaint log must be made available upon request.

See TAC RULE §213.9 for additional grievance requirements and procedures. AACOG grievance and appeal rights are included as EXHIBIT C.

- 2.14 A participant or Contractor may file an appeal if adverse action is taken against them. Adverse action may include a denial, reduction, or termination of goods, payments, and services. Contractors must develop procedures for addressing appeals.

See TAC RULE §213.9 for additional appeal requirements and procedures. AACOG grievance and appeal rights are included as EXHIBIT C.

- 2.15 Contractor must retain all programmatic, financial, and supporting documentation (including statistical records or other records or reports pertinent to the services provided for a minimum of seven years after expiration of contract, or seven years after:

- All litigation and claims are resolved;
- Final payment has been received; or
- All other pending matters are closed.

- 2.16 Contractor and AACOG agree that this Agreement will become binding on the date of the signature by both parties. Notwithstanding that date, the term of this Agreement shall be for the period October 1, 2021 through September 30, 2022, and shall be considered an integral part of the complete contract for Direct Purchases of Services (DPS) between AACOG and the Contractor. AACOG has adopted the DPS method to promote development of a comprehensive and coordinated delivery system to meet the need of older individuals 60 years of age or older and their caregivers. This Agreement provides a mechanism for creation of an individualized network of community resources accessible on a participant-by-program basis in compliance with the OAA, as amended, and the HHSC AAA Access and Assistance guidelines. The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Contractor. 2.2 Goods and services detailed in this contract are limited to residents in the AACOG Region. Further, Bexar Contractors are limited to serving residents in Bexar Region and Alamo Contractors are limited to serving residents in the Alamo Region, unless exceptions are included in contract.

3. CONTRACT AMOUNT AND PAYMENT

- 3.1 AACOG agrees to pay Contractor an amount not to exceed the established rate of payment in Exhibit A as payment for the service(s) Contractor provides to AACOG. AACOG shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR 75, as amended, or expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of Texas Administrative Code (TAC) rules and/or AACOG's rules. AACOG shall make payment upon satisfactory completion of the project or milestone and receipt of a proper invoice emailed to **aaabilling@aacog.com**. Payment shall be made within thirty (30) calendar days after receipt and approval of each invoice. Contractor agrees and understands

that the method for receipt of payment will be in the form of an ACH deposit. Additionally, Contractor agrees and understands that AACOG programs receive their funding from various funding sources that require prompt submission of expenses if the AACOG program is to be reimbursed for same. Contractor further understands and agrees that failure to timely submit its invoice to AACOG may result in a total and final denial of payment of the late invoice without recourse against AACOG, its funding source, employees, agents, or assigns.

- 3.2 AACOG shall determine completion of services by Contractor. Services provided by Contractor are considered to be complete upon meeting the requirements described in Exhibit A and in accordance with current or revised TAC policies and standards and the OAA, as amended, and approved by designated representative of AACOG.
- 3.3 **Contractor will submit invoices with appropriate documentation using an approved invoice template required by AACOG by the close of business on the 5th day of each month following the last day of the month in which services were provided. Invoices will be accepted the next business day if the 5th day falls on a weekend or holiday.**
- 3.4 Prior to modifications to the Scope of Project detailed in this Agreement, including modifications for which Contractor expects an increase in the established rate of payment, AACOG and Contractor must prepare a contract amendment that includes a description for the increase in the established rate of payment, as agreed upon by Contractor and AACOG and signed by both parties.

4. TERMINATION

- 4.1 Options for termination of this Agreement are as follows:
 - a. By either party with thirty (30) days written notice; or
 - b. AACOG reserves the right to immediately terminate this Agreement for failure by Contractor to perform under the terms of this Agreement, and/or any amendments or modification to the Agreement, as agreed to in writing by the signatories of the Contractors; or
 - c. In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach. The non-breaching party may terminate this Agreement by providing ten (10) days written notice to the other party of its intent to terminate this Agreement; or
 - d. Contractor will notify AACOG within forty-eight (48) hours if, for any reason, the Contractor becomes unable to provide the service(s); or
 - e. Discontinuance or reduction of funding to AACOG from its funding sources.
- 4.2 Upon early termination of this Agreement by either party without cause or by Contractor for a breach of this Agreement, AACOG shall pay the fees and expenses for services rendered by Contractor up to the effective date of termination. If Contractor cannot remedy its breach of this

Agreement within the cure period set forth above, Contractor shall only be entitled to payment for fees and expenses for that portion of services properly performed as of the termination date.

- 4.3 A breach shall be excusable if force majeure, and other causes beyond the breaching party's control. If any breach under the preceding sentence exceeds ninety (90) days, either party may terminate this Agreement. In such event, AACOG shall continue to be obligated to pay all fees and expenses incurred by Contractor for services rendered up to the effective date of termination.
- 4.4 Termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of AACOG and Contractor under this Agreement, except for Sections 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, and 16, which shall survive termination or expiration of this Agreement. Neither party may impose a penalty and/or fee in the event of Agreement cancellation or non-renewal.

5. REMEDIES

- 5.1 The Parties do not construe this Agreement as specifying the exclusive remedies for any Agreement default. Either party to this Agreement may pursue all remedies existing at law or in equity, which shall be considered cumulative.
- 5.2 If the Contractor has failed to comply with the terms of this Agreement that govern the use of monies appropriate under this Agreement, or if the Contractor has received funds in excess of those actually earned, AACOG may take appropriate action including the recapture of payment and/or withholding of funds.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save harmless AACOG, its officers, employees, members, agents and contractors from and against all claims, liabilities, costs and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to Contractor's breach of any provision of this Agreement or from any negligent act or omission of Contractor, its officers, employees, agents or subcontractors.
- 6.2 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of or in connection with this Agreement whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations.

7. AMENDMENTS

- 7.1 The parties shall enact changes in the time frame, character, provisions, or obligations of the parties hereto by written amendment to the Agreement executed by both Contractor and AACOG.

8. KNOWN OR SUSPECTED INCIDENT OF FRAUD

- 8.1 Any known or suspected incident of theft, fraud, or program abuse involving Contractor will be reported immediately by AACOG to the affected funding source for appropriate action. Contractor is likewise required to report to AACOG any suspected theft, fraud or program abuse committed by any person or entity including Contractor's employees within two business days. Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to AACOG or to any appropriate law enforcement authority, if the report is made in good faith.

9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 9.1 Contractor provides its assurance that it will comply with all requirements of applicable Federal and State laws that no person providing or receiving services under this contract will be excluded from participation, or be otherwise subjected to discrimination because of race, color, religion, gender, sexual orientation, national origin, age, disability, or political affiliation or belief.

10. CONFLICT OF INTEREST

- 10.1 If an employee for Contractor has been an employee of AACOG within the past twelve (12) months, Contractor must make this known and must describe the relationship between the former AACOG employee and Contractor. In no instance may this former AACOG employee have hours billed on any project or program funded by or through AACOG until the former AACOG employee passes the twelve (12) month point. To do otherwise is justification for rejecting or terminating any proposed or executed contract(s).
- 10.2 Parties must warrant that neither they nor any member of their controlling management presently has a relationship with any member of the AACOG Board of Directors or an AACOG officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with AACOG. Nothing contained in this paragraph shall relieve Contractor of its obligation to file a Conflict of Interest Questionnaire at a later date if such conflict arises. The Agency's current Board of Directors may be viewed at <http://www.aacog.com/160/Board-of-Directors>

11. COMPLIANCE WITH LAWS; REPRESENTATIONS AND WARRANTIES

- 11.1 Contractor shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. When required, Contractor shall furnish AACOG written documentation necessary to provide satisfactory proof of compliance. The parties agree they shall construe this Agreement under the laws of the State of Texas. Contractor represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of the project and shall bear the cost for all necessary permits and licenses.
- 11.2 AACOG represents and warrants that: (i) it will comply with all applicable Federal, State, and local laws and regulations, including but not limited to applicable privacy laws; (ii) it has obtained any and all permits, licenses, and third-party consents or approvals necessary in connection with

the use of materials furnished by AACOG to Contractor and that it has the legal right to disclose such materials to Contractor in connection with the services to be performed under this Agreement; (iii) any materials disclosed by AACOG to Contractor shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third party; and (iv) it will not publish the work product or other deliverables in the public domain without the prior written consent of Contractor.

- 11.3 Neither party shall use the other party's name, logos, or trademarks in the public domain without the other party's prior written consent.
- 11.4 In performance of obligations under this Agreement, the Contractor shall act as an independent Contractor and not as an agent, representative, or employee of AACOG. No employee, agent, or representative of the Contractor shall be considered an employee of AACOG nor be eligible for any benefits, rights or privileges afforded to AACOG employees.
- 11.5 Contractor must comply with AACOG federal fiscal year contract that requires a written policy and procedure in place to ensure criminal background checks are performed on all potential staff and volunteers. The policy must cover the kinds of conduct that will disqualify a person from volunteering or being employed to provide OAA services. **Contractor must provide a copy of the policy upon request by AACOG and failure to do so is grounds for termination of this Agreement.**
- 11.6 Contractor understands and agrees that the non-Federal Share requirements specify the minimum percentage of the total cost of an activity must be met with funds other than Federal grants. For Title III B services, Contractor must contribute at least 10% match and for Title III E services, Contractor must contribute at least 25 % match.

12. DEBARMENT

- 12.1 Contractor certifies that neither it nor its principals, agents, subcontractors, or subgrantees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any State or Federal Program.
- 12.2 Contractor shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance, including but not limited to the "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants.*"
- 12.3 Contractor shall provide immediate written notice to AACOG, if, at any time during the term of the Agreement, including any renewals, Contractor learns that its certification was erroneous at time of submission or has become erroneous by reason of changed circumstances.
- 12.4 Should AACOG or another Federal or State agency debar Contractor, pursuant to a debarment policy currently existing or hereafter adopted, said debarment may, within AACOG's sole and absolute discretion, be grounds for termination of this Agreement for cause.

13. CONFIDENTIALITY

- 13.1 Each party shall treat all information received from the other party under this Agreement as confidential and shall not use or disclose such information for any purpose other than to fulfill its obligations under this Agreement. The obligation of confidentiality, however, shall not apply to information which: (i) at time of receipt or dissemination, is in the public domain or thereafter becomes generally available to the public; (ii) the receiving party already possessed at the time of receipt thereof from the disclosing party, and the information was not previously acquired directly or indirectly from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or applicable law.
- 13.2 Data Use Agreement (DUA) – As a condition of this Agreement, Contractor agrees to execute and abide by the terms of AACOG’s DUA. The purpose of the attached DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with Contractor and describe Contractor’s rights and obligations with respect to the confidentiality information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. The DUA incorporates a variety of regulatory requirements under state and federal laws and is not limited to requirements for securing protected health information under the Health Insurance Portability and Accountability Act (HIPAA).

14. SUBCONTRACTORS

- 14.1 Contractor anticipates entering into subcontractor agreements. Should Contractor decide a subcontract is necessary, it is agreed that any subcontract with individuals or organizations under this Agreement, shall require AACOG’s prior approval and consent to the subcontract in the form of an amendment executed as provided in Section 7.1.
- 14.2 **Contractor must complete a subcontractor plan and pre-award survey prior to AACOG approval of subcontractor.**
- 14.3 **Contractor will be responsible for monitoring subcontractor financial and programmatic performance and will maintain pertinent records.**
- 14.4 **Contractors must ensure subcontractors are fully aware of requirements placed upon the subcontractors by state/federal/local rules and regulations and the provisions in this contract.**
- 14.5 Client Health Information - Contractor understands that AACOG must protect its client’s health information. This, if, in AACOG’s sole determination, Contractor and/or its subcontractors may have access to PHI or EHPI of any type required to be protected by AACOG, then Contractor and all of its subcontractors must execute and submit to AACOG an additional BAA, which will detail provisions for the safe handling of client health information. Failure by a Contractor or any of its subcontractors under this Agreement to execute a BAA when requested by AACOG will constitute a material breach in this Agreement.
- 14.6 Section **14.5** will be included in all subcontracts by Contractor under this Agreement.

15. LEGAL CONSTRUCTION

15.1 In case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. NOTICES

16.1 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

For Contractor:

Dr. Mark Browne, City Manager
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

For AACOG:

Diane Rath, Executive Director
Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, Texas 78217

16.2 The Parties deem all notices given on the date delivered or three (3) days after deposited in the mail, unless otherwise provided for herein. Either party hereto may change their address for notice by sending written notice of such change to the other party in the manner provided herein.

17. INSPECTION OF BOOKS AND RECORDS

17.1 Contractor shall perform the services contracted for in accordance with the prior agreed upon fixed price(s). In the event one or both Parties terminates the Agreement prior to completion, AACOG shall be entitled to examine the financial books and records of Contractor for the purpose of verifying the amount of work performed by Contractor at the time of the Agreement's termination. Contractor shall provide AACOG, upon AACOG's written request, with receipts, invoices, and other supporting documentation to evidence any out-of-pocket expenses incurred by Contractor which it charges to AACOG in connection with this Agreement, including any third-party pass-through expenses, to ensure compliance with the terms of this Agreement. Additionally, AACOG and its duly authorized representatives shall have access to the records of Contractor which are directly or indirectly applicable to this Agreement for the purpose of conducting audits and examinations.

18. SOLE AGREEMENT

18.1 This Agreement constitutes the only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the subject matter.

19. RESOLUTION OF DISPUTES

19.1 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three (3) weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through the judicial process and the courts of Bexar County, Texas.

IN TESTIMONY HEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized representatives.

ALAMO AREA COUNCIL OF GOVERNMENTS

CITY OF SCHERTZ

By:  _____
Diane Rath
Executive Director

By: _____
Dr. Mark Browne
City Manager

Date: 10/1/2021 _____

Date: _____

EXHIBIT A

BUDGET/COMPUTATION OF PAYMENTS

PROVIDER: CITY OF SCHERTZ

SERVICE: **CONGREGATE MEAL**

SERVICE DEFINITION:

A hot or other appropriate meal served to an older person who is eligible in a congregate setting.
(AAAPPM Chapter F)

UNIT DEFINITION: **ONE MEAL**

SERVICE & REIMBURSEMENT METHODOLOGY:

CONGREGATE MEAL	\$3.81
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For more service details [http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

Signature: _____ **Date:** _____

Title: _____

8/12/21 4:02 PM

Provider Name: City of Schertz

AAA Name: Area Agency on Aging of the Alamo Area

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year	1. \$ 114,000.00
2. Total Number of Anticipated Meals to be Provided by Funding Source	
HHS OAAA <u>13,679</u> Other Funds Eligible Meals <u>13,678</u> Other Sources 5 <u>0</u>	
Program Income <u>113</u> Other Funds - Non-Eligible Meals <u>0</u> Other Sources 6 <u>0</u>	2. <u>27,470</u>
3. Whole Unit Rate (Line 1 divided by Line 2)	3. \$ 4.15

Reimbursement Calculation

4. Projected NSIP per Meal Value	<u>HHS OAAA</u> <u>0.73</u>
5. Rate Less NSIP per Meal Value	<u>\$ 3.42</u>
6. Mandatory Local Match of 10%	<u>\$ 0.34</u>
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>
Required Cash Match	<u>\$ 0.34</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 3.81</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Schertz
 Legal Name of Contracted Provider

Mark Browne
 Printed/Typed Name of Signer

 Signature


 Date

Area Agency on Aging of the Alamo Area
 Name of Area Agency on Aging

Diane Rath
 Printed/Typed Name of Signer

DocuSigned by:

 Signature
575764BC7AF4426...

10/1/2021
 Date

EXHIBIT B ASSURANCES & CERTIFICATIONS

The CONTRACTOR shall maintain proper documentation to substantiate all of the assurance items set out below. Such documentation will be subject to review for adequacy and completeness. Failure to maintain the appropriate and necessary documentation shall be grounds for sanctions and penalties, in accordance with 40 TAC 81.13 and 40 TAC 85.201(e)(3).

1. Compliance with Requirements

Contractor agrees to administer the program in accordance with the OAA and all applicable federal and state laws, rules, and regulations established by the Department, the AoA, and the Secretary of Health and Human Services.

2. Safeguarding Confidential Information

Contractor shall comply with requirements in the Data Use Agreement (DUA) which is hereby incorporated into this Agreement.

3. Standards for Fire, Health, Safety, Sanitation and Other Standards

Contractor providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirements shall also be passed to all subcontractors and sub grantees in the fulfillment of this contract. Contractors assure that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

4. Insurance Coverage

Contractor will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

5. Civil Rights

Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- 5.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et. seq.*)
- 5.2 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- 5.3 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et. seq.*)
- 5.4 Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- 5.5 Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et. seq.*); and
- 5.6 The HHS agency'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.

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 2 C.F.R. Part 200 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.

Contractor agrees to comply with Executive Order 13279, and its implementing regulations in 2 C.F.R. Part 200. 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.

Upon request, Contractor will provide the Texas Health and Human Services Commission's (HHSC) Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.

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 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, TX 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

EXHIBIT C

AACOG Notice of Grievance and Appeal Rights



Notice of Grievance and Appeal Rights

Rights and Responsibilities

- All participants and Contractors may file a grievance or formal appeal if they are adversely affected by AACOG or AACOG Contractor Staff.
- Grievance and appeal rights must be made available to all participants and Contractors.
- Grievances may be made at any time. However, AACOG must be advised within 10 calendar days of the event which created the basis for the grievance of the intent to appeal.
- Grievances and formal appeals must be addressed and documented as described below.
- A grievance or formal appeal may be presented on behalf of the participant or Contractor at their own expense.
- You may request assistance from AACOG with filing a complaint or the formal appeal process.
- Reasonable accommodations are available upon request.

How to File a Complaint or Formal Appeal

You may file a complaint or start the formal appeal process using the following options:

Call: 210-362-5306

Fax: 866-231-9913

Email: ggivilancz@aacog.com

Grievances

- Grievances shall be resolved at the lowest level of authority to avoid undue paperwork or loss of time.
- Grievances received directly at AACOG will be remanded to Contractor staff for resolution, if applicable.
- Grievances may be made orally or in writing.
- Grievances shall include:
 - The notice, document, policy or situation upon which a grievance is being made;
 - The dates that are significant which pertain to the grievance;
 - The names of individuals and organizations involved in the grievance.
 - A reference to any provision of the Older Americans Act (OAA) or regulations believed to have been violated by site management, grantee, area agency or the Department.
- Grievances shall be directed as indicated to the following authorities in the order indicated:

- Site Director
- Project Director
- AACOG Area Agency on Aging (AAA) Program Director
- AACOG Executive
- Executive Director of the Health and Human Services
- All discrimination grievances will be routed to AACOG management staff within one business day of the allegation.
 - AACOG management staff will route to AACOG legal counsel for proper resolution.
- AACOG will maintain a log of written grievances and appeals received. The log will include:
 - Description of complaint
 - Name of person filing the complaint
 - Date of complaint resolution
 - Was complaint substantiated

Formal Appeals

- AACOG will issue a written determination when services are denied, delayed, reduced, or terminated.
 - At this time AACOG will notify participant or Contractor of their right to appeal and AACOG appeal procedures.
- Formal appeals must be in writing unless an accommodation is requested.
- Formal appeals must be filed within 10 calendar days of AACOG issuing the written determination.
- Formal appeals shall include:
 - The notice, document, policy or situation upon which an appeal is being made; The dates that are significant which pertain to the appeal
 - The names of individuals and organizations involved in the appeal
 - A reference to any provision of policy that applies to the appeal
- If a formal appeal is filed, AACOG's Director of AAA Programs will review the appeal documentation and issue a written decision within 30 working days.
- The written decision will include further appeal rights.
- If the appellant chooses to continue appeal, AACOG will gather supporting documentation and facilitate the appeal process with the next level of authority.
- If the facts support the appeal, AACOG shall, within 30 working days of the receipt of the written grievance, make the changes necessary to resolve the issue.

EXHIBIT D

SCOPE OF PROJECT

This Agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of this Agreement shall be for the period of October 1, 2021 through September 30, 2022, and shall be considered an integral part of the complete contract for service delivery between **AACOG** hereinafter referred to as **AGENCY** and the **Contractor** mutually agree that the **City of Schertz** will provide, as a **DIRECT SERVICE, CONGREGATE MEAL** and **HOME DELIVERED MEALS** services for persons in the Bexar, Comal and Guadalupe County Area Agency on Aging planning and service area and will provide a minimum of **5721** Congregate meal units of service at the rate of **\$3.81 per unit..**

The total amount of Title III Federal funds shall not exceed **\$21,797 for Congregate Meals**

The total amount of funds committed by this **AGENCY** under this agreement shall not exceed **\$21,797.**

I further certify that I am authorized to sign for this **CONTRACTOR AGENCY.**

Type Name & Title

Signature of Contractor Official

Date

=====

EXHIBIT E

BUDGET/COMPUTATION OF PAYMENTS

PROVIDER: City of Schertz

SERVICE: CONGREGATE MEALS

U.S. Department of Health and Human Services

Passed through Texas Department of Health and Human Services Commission to the Area Agency on Aging Bexar County ID#539-16-0021-00001

Available Funding for Service Delivery:

Special Programs for the Aging Title III Funds Part C-CFDA 93.045	\$21,797
AAA Contract Funding Not-To Exceed	\$21,797

Program Income	\$ 550
Local Cash	<u>\$12,648</u>
Total	<u>\$ 13,198</u>

Number of Units All Persons: 8,397

Number of units to be purchased at unit rate: 5,721

Established rate of payment (Unit Rate): \$3.81

Signature: _____

Date: _____

Title: _____

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN THE
ALAMO AREA COUNCIL OF GOVERNMENTS
AND
CITY OF SCHERTZ**

This agreement ("AGREEMENT") is made by and between The Alamo Area Council of Governments, ("AACOG") and City of Schertz ("BUSINESS ASSOCIATE") acting by and through its duly authorized officials.

Article 1: Contract Period

- 1.1 This AGREEMENT is effective upon final execution by AACOG (the "Effective Date") and shall terminate when all Protected Health Information (PHI) and/or Electronic Protected Health Information (EPHI) provided by AACOG to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of AACOG, is returned to AACOG or destroyed (with required certification of destruction), or, if it is not feasible to return or destroy all PHI and/or EPHI, protections are extended to such information in accordance with the termination provisions in this AGREEMENT.

Article 2: Definitions

- 2.1 All terms used in this AGREEMENT not otherwise defined in this AGREEMENT have the same meaning as those terms in the Implementing Regulations. A reference to a section of an Implementing Regulation means the section as of the execution date of this AGREEMENT or as subsequently amended.
- 2.2 **Electronic Protected Health Information (EPHI)**, for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of AACOG.
- 2.3 **Implementing Regulations** are Title 45, Code of Federal Regulations, Parts 160, 162, and 164 (45 CFR 160, 45 CFR 162, and 45 CFR 164), as amended.
- 2.4 **Individual** has the meaning given at 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 2.5 **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.
- 2.6 **Protected Health Information (PHI)**, for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of AACOG.
- 2.7 **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subpart C.

Article 3: Background

- 3.1 Under the terms of this AGREEMENT, AACOG will provide or make available to BUSINESS ASSOCIATE, or BUSINESS ASSOCIATE may create or receive on behalf of AACOG, certain PHI and/or certain EPHI that BUSINESS ASSOCIATE must afford special treatment and safeguards

under the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and its Implementing Regulations in conjunction with goods or services provided to AACOG by BUSINESS ASSOCIATE.

- 3.2 Obligations of BUSINESS ASSOCIATE under this section are in addition to the duties of BUSINESS ASSOCIATE with respect to confidential PHI and/or EPHI described elsewhere in this AGREEMENT.

Article 4: Obligations and Activities of BUSINESS ASSOCIATE

- 4.1 BUSINESS ASSOCIATE agrees not to use or disclose PHI and/or EPHI provided by, made available by, or created or received on behalf of AACOG other than as permitted by this AGREEMENT or required by law.
- 4.2 BUSINESS ASSOCIATE agrees to establish and maintain appropriate administrative, physical, and technical safeguards (consistent with the Implementing Regulations) to reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI it creates, receives, maintains, or transmits for, from, or to AACOG. In providing these protections, BUSINESS ASSOCIATE shall pay particular attention to the requirements addressed in the Privacy Rule and the Security Rule.
- 4.3 BUSINESS ASSOCIATE agrees to establish and maintain policies and procedures for mitigation, to the extent practicable, of any harmful effect of a use or disclosure of PHI and/or EPHI by BUSINESS ASSOCIATE, its subcontractors, and its agents in violation of the requirements of this AGREEMENT or the HIPAA Implementing Regulations.
- 4.4 BUSINESS ASSOCIATE agrees to promptly, but in no case more than one (1) business day, report to AACOG:
- a. Any use or disclosure of PHI and/or EPHI of which it becomes aware that is not provided for by this AGREEMENT.
 - b. Any security incident or breach related to AACOG PHI and/or EPHI of which it becomes aware.
- 4.5 BUSINESS ASSOCIATE agrees to promptly, but in no case more than sixty (60) calendar days, provide AACOG notification of any breach of PHI and/or EPHI as required by 45 CFR 164.410.
- 4.6 BUSINESS ASSOCIATE agrees to ensure, through a subcontract or other appropriate agreement, that any agent (including a subcontractor) to whom BUSINESS ASSOCIATE provides PHI and/or EPHI received from AACOG, or created or received on behalf of AACOG, agrees to the same restrictions and conditions that apply through this AGREEMENT to BUSINESS ASSOCIATE with respect to such information. That subcontract or other agreement shall:
- a. Be executed prior to allowing use or disclosure to or by the agent.
 - b. Contain the same terms, conditions, and restrictions on use, disclosure, and safeguard of PHI and/or EPHI as are contained in this AGREEMENT.
 - c. Be approved as to form, conditions, and restrictions by AACOG prior to execution.
- 4.7 BUSINESS ASSOCIATE agrees, at the request of AACOG and with reasonable notice during BUSINESS ASSOCIATE's established business hours, to provide access to PHI and/or EPHI in a designated record set to AACOG or, as directed by AACOG, to an individual to meet the requirements under 45 CFR 164.524.
- 4.8 BUSINESS ASSOCIATE agrees to make any amendments to PHI and/or EPHI in a designated record set that AACOG directs or agrees to pursuant to 45 CFR 164.526. AACOG shall furnish all amendment requests during BUSINESS ASSOCIATE's regular business hours.
- 4.9 BUSINESS ASSOCIATE agrees to make internal practices, books, and records, (including policies and procedures and PHI and/or EPHI) relating to use, disclosure, and protection of PHI and/or EPHI received from, or created or received by BUSINESS ASSOCIATE on behalf of AACOG available to AACOG or the Department of Health and Human Services (DHHS) for the purposes of determining

BUSINESS ASSOCIATE's compliance with the Privacy Rule and/or Security Rule. AACOG will make these requests during BUSINESS ASSOCIATE's regular business hours or as directed by DHHS.

- 4.10 BUSINESS ASSOCIATE agrees to document disclosures of PHI and/or EPHI and information related to such disclosures as would be required for AACOG to respond to a request by an individual for an accounting of disclosures of PHI and/or EPHI in accordance with 45 CFR 164.528.
- 4.11 BUSINESS ASSOCIATE agrees to provide AACOG or an individual, during BUSINESS ASSOCIATE's regular business hours and with reasonable advance notice by AACOG, information collected in accordance with Section 3.10 of this AGREEMENT, to permit AACOG to respond to a request by an individual for an accounting of disclosures of PHI and/or EPHI in accordance with 45 CFR 164.528.
- 4.12 BUSINESS ASSOCIATE agrees to return, or properly destroy and document such destruction, all PHI and/or EPHI received from AACOG, or created or received on behalf of AACOG, once BUSINESS ASSOCIATE finishes providing goods or services under this AGREEMENT or any succeeding AGREEMENT.
 - a. If BUSINESS ASSOCIATE destroys information, it must certify that destruction to AACOG in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines provided in the Implementing Regulations.
 - b. BUSINESS ASSOCIATE may not unilaterally elect to destroy information that it must retain under Federal or State law or regulation.
 - c. BUSINESS ASSOCIATE must maintain required protections for all PHI and EPHI received from AACOG, or created or received on behalf of AACOG, for as long as BUSINESS ASSOCIATE has such information.
- 4.13 BUSINESS ASSOCIATE will develop and implement a procedure for sanctions to address violations, by employees, subcontractors, or agents, of the Privacy Rule, the Security Rule, or any other portion of the Implementing Regulations that deal with safeguard of PHI or EPHI.

Article 5: Obligations of AACOG

- 5.1 AACOG shall notify BUSINESS ASSOCIATE of any limitation(s) in AACOG's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent such limitation(s) may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.2 AACOG shall notify BUSINESS ASSOCIATE of changes in, or revocation of, permission by individuals to use or disclose PHI or EPHI, to the extent such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.3 AACOG shall notify BUSINESS ASSOCIATE of any restriction(s) on the use or disclosure of PHI or EPHI to which AACOG has agreed in accordance with 45 CFR 16.522, to the extent such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.4 AACOG shall not request BUSINESS ASSOCIATE to use or disclose PHI or EPHI in any manner that would not be permissible if done by AACOG.

Article 6: Permitted Uses and Disclosures by BUSINESS ASSOCIATE

- 6.1 Except as otherwise limited by this AGREEMENT, and provided use or disclosure would not violate the Privacy Rule or the Security Rule or other part of the HIPAA Implementing Regulations if done by AACOG, and further provided all uses and disclosures are limited to the minimum necessary to accomplish the purposes for which the PHI or EPHI is used or disclosed, BUSINESS ASSOCIATE may, on behalf of, or to provide services to, AACOG, use or disclose PHI and EPHI:

- a. For treatment, payment, or healthcare operations in support of BUSINESS ASSOCIATE's responsibilities to AACOG under Aging Services Contract and this AGREEMENT;
- b. To carry out its legal responsibilities, and for proper management and administration of BUSINESS ASSOCIATE, consistent with the requirements at the Implementing Regulations, provided those uses or disclosures are:
 1. Required by law; or
 2. BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is further disclosed that the person or entity will:
 - (i) Maintain confidentiality of and safeguards for the PHI and/or EPHI in accordance with the Implementing Regulations;
 - (ii) Use or further disclose the information only as required by law or for the purpose for which it was disclosed to the person or entity; and
 - (iii) Immediately notify BUSINESS ASSOCIATE of any unauthorized use or disclosure, security incident, or breach of confidentiality of which the person or entity becomes aware, and subsequently provide such breach notification as would be required by BUSINESS ASSOCIATE under 45 CFR 164, Subpart D.
- c. To provide data aggregation services for AACOG if necessary to fulfill its obligations to AACOG; and
- d. To report violations of law to appropriate Federal or State authorities, consistent with 45 CFR 164.502(j).

Article 7: Ownership of PHI and EPHI

- 7.1 All PHI and EPHI shall be and remain the property of AACOG whether originating from AACOG, BUSINESS ASSOCIATE, or AACOG's clients.
- 7.2 BUSINESS ASSOCIATE agrees it acquires no title or rights to the information, including any de-identified information, as a result of this AGREEMENT.

Article 8: Amendment

- 8.1 The Parties agree to take such action as is necessary to amend this AGREEMENT to ensure compliance with applicable requirements of the HIPAA and its Implementing Regulations.
- 8.2 Both BUSINESS ASSOCIATE and AACOG shall enact any changes in the time frame, character, provisions, or other obligations of the Parties hereto by execution of a written amendment to the AGREEMENT.

Article 9: Termination

- 9.1 This AGREEMENT may be terminated as follows:
 - a. By written, mutual agreement of the parties;
 - b. For cause, upon AACOG's knowledge of a material breach or violation by BUSINESS ASSOCIATE, its agents, or its subcontractors, in which case AACOG shall either:
 1. Provide BUSINESS ASSOCIATE a reasonable opportunity to cure the breach or violation, and then terminate this AGREEMENT and the Aging Services Contract if BUSINESS ASSOCIATE does not cure the breach or violation within a time specified by AACOG; or

2. Immediately terminate this AGREEMENT and the Aging Services Contract if BUSINESS ASSOCIATE breaches a material term of this AGREEMENT and a cure is not feasible in AACOG's opinion; and
 3. If neither termination nor cure is feasible, AACOG shall report the violation to the Secretary of the Department of Health and Human Services.
- c. Immediately, without opportunity for cure, if BUSINESS ASSOCIATE knew of a material breach or violation on its part, that of its agents, or that of its subcontractors, and failed to immediately take reasonable steps to notify AACOG and cure its breach or violation.

9.2 Effect of termination.

- a. Except as provided in paragraph 9.2b of this section, upon termination of this AGREEMENT, for any reason, BUSINESS ASSOCIATE shall return or destroy (and so certify that destruction), and retain no copies of, all PHI and EPHI received from AACOG, or created or received by BUSINESS ASSOCIATE on behalf of AACOG. This provision shall apply to PHI and EPHI that BUSINESS ASSOCIATE, its subcontractors, and agents possess.
- b. In the event BUSINESS ASSOCIATE determines that return or destruction of PHI or EPHI is not feasible, BUSINESS ASSOCIATE shall provide AACOG, in writing, within seven business days of termination, notification of the condition(s) that make return or destruction not feasible. Upon such notification, BUSINESS ASSOCIATE shall extend the protections of this AGREEMENT to such PHI or EPHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction not feasible for so long as BUSINESS ASSOCIATE maintains such PHI or EPHI.
- c. Termination of this AGREEMENT shall extinguish all rights, duties, obligations and liabilities of AACOG and BUSINESS ASSOCIATE under this AGREEMENT, except as provided in Article 10, which shall survive termination or expiration of this AGREEMENT.

Article 10: Survival of Terms

- 10.1 The duties and obligations imposed on BUSINESS ASSOCIATE under this AGREEMENT will survive expiration of the AGREEMENT until all PHI and EPHI provided by AACOG to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of AACOG, is returned to AACOG or is destroyed (with required certification of destruction).
- 10.2 Following proper return or destruction of all AACOG PHI and EPHI, the respective rights and obligations of BUSINESS ASSOCIATE under Articles 3, 4 and 7 of this AGREEMENT shall survive termination of this AGREEMENT.

Article 11: Compliance with Laws, Representations, and Warranties

- 11.1 BUSINESS ASSOCIATE shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the AGREEMENT. When required, BUSINESS ASSOCIATE shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance.
- 11.2 This AGREEMENT shall be construed under the laws of the State of Texas.
- 11.3 BUSINESS ASSOCIATE represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of this AGREEMENT, and BUSINESS ASSOCIATE shall bear the cost for all necessary permits and licenses.
- 11.4 AACOG represents and warrants that:
- a. It will comply with all applicable Federal, State, and local laws and regulations, including, but not

limited to, applicable privacy laws;

- b. It has obtained any and all permits, licenses, and third-party consents or approvals necessary in connection with the use of materials furnished by AACOG to BUSINESS ASSOCIATE and that it has the legal right to disclose such materials to BUSINESS ASSOCIATE in connection with the services to be performed under this AGREEMENT;
- c. Any materials disclosed by AACOG to BUSINESS ASSOCIATE shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third-party; and
- d. It will not publish the work product or other deliverables in the public domain without the prior written consent of BUSINESS ASSOCIATE.

Article 12: Injunctive Relief

12.1 Notwithstanding any rights or remedies provided for in this AGREEMENT, AACOG retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of PHI and EPHI, or other violation of the HIPAA and its Implementing Regulations, by BUSINESS ASSOCIATE, its agent(s), subcontractor(s), or other third party that received information from BUSINESS ASSOCIATE.

Article 13: Indemnification; Limitation of Liability

- 13.1 To the fullest extent permitted by law, BUSINESS ASSOCIATE shall indemnify, defend, and save harmless AACOG, its officers, employees, members, agents, and contractors from and against all claims, liabilities, costs, and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to BUSINESS ASSOCIATE's breach of any provision of this AGREEMENT or from any negligent act or omission of BUSINESS ASSOCIATE, its officers, employees, agents or contractors.
- 13.2 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of, or in connection with, this AGREEMENT whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations.

Article 14: Legal Construction

- 14.1 In case one or more of the provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 14.2 Any ambiguity in this AGREEMENT shall be resolved to permit AACOG to comply with the Privacy Rule and the Security Rule.

Article 15: Sole Agreement

15.1 This AGREEMENT constitutes the only agreement between the parties hereto respecting the subject matter and supersedes any prior understandings or written or oral agreements regarding same.

Article 16: Resolution of Disputes

16.1 The parties shall settle any controversy or claim arising out of or relating to this AGREEMENT, or the breach thereof, by non-binding arbitration administered by the American Arbitration Association in

accordance with its commercial arbitration rules. Either party may enter judgement upon an award rendered by the arbitrator in any court having jurisdiction thereof.

- 16.2 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through arbitration.
- 16.3 The parties shall conduct arbitration proceedings before a sole, neutral arbitrator, who shall be a member of the Bar of the State of Texas and actively engaged in the practice of law for at least ten years. The parties will conduct arbitration proceedings in San Antonio, Texas. The parties shall each bear their own cost and expenses and an equal share of the arbitrator's administrative fees of arbitration.
- 16.4 This AGREEMENT shall not be construed as specifying the exclusive remedies for any AGREEMENT default, but all remedies existing at law or in equity may be pursued by either party to this AGREEMENT and shall be considered cumulative.

IN TESTIMONY HEREOF, the parties hereto have executed this AGREEMENT in duplicate counterparts by their duly authorized representatives.

ALAMO AREA COUNCIL
OF GOVERNMENTS

CITY OF SCHERTZ

DocuSigned by:
 By: *Diane Rath*
 Diane Rath
 Executive Director

By: _____
 Dr. Mark Browne
 City Manager

Date: 10/1/2021

Date: _____

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- 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;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

**HHS CONTRACT NUMBER
CITY OF SCHERTZ**

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Schertz (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

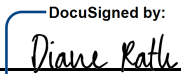
If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: 
575164BC7AF4426...
NAME: Diane Rath
TITLE: Executive Director
DATE: October 1, 2021

BY: _____
NAME: Dr. Mark Browne
TITLE: City Manager
DATE: _____

REQUEST TO BE ADDED TO BIDDER/CONTRACTOR LIST

Alamo Area Council of Governments (AACOG) requires all contractors interested in conducting business with the agency to complete a "Request to be Added to Bidder/Contractor List," packet.

AACOG/AAA has designed the Direct Purchase of Service (DPS) method to promote development of a comprehensive and coordinated delivery system to meet the needs of older individuals 60 years of age or older and their caregivers.

AACOG/AAA programs are on a cost reimbursement basis from the funding source. AACOG/AAA will bill the funding source subsequent to receipt of goods or service and invoices. Payment shall be made within 30 calendar days after receipt and staff approval of each invoice. Contractor agrees and understands that the method for receipt of payment will be in the form of an ACH deposit. **A completed ACH (EFT) form will be required with this application.**

For any questions or concerns regarding the application, contact the Contracts and Nutrition Coordinator at 210.362.5306.

RETURN THIS FORM TO:

Contracts and Nutrition Coordinator
Area Agencies on Aging
Alamo Area Council of Governments
ggivilancz@aacog.com

I, Dr. Mark Browne, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

 4/26/21
Signature/Date

Company Name:	City of Schertz	dba	
Company Address:	1400 Schertz Parkway		
City, State, Zip Code:	Schertz, TX 78154		
Telephone Number:	210-619-1000		
Fax Number:	210-619-1029		
Representative Name:	Mark Browne		
Representative Phone Number & Email Address:	210-619-1000 mbrowne@schertz.com		
Website Address:	www.schertz.com		

Please check the service(s) for which you are applying:*(Attach any catalogs/brochures/samples – description of products/services required below)*

- | | |
|---|--|
| <input type="checkbox"/> Caregiver Education & Training | <input type="checkbox"/> Income Support |
| <input type="checkbox"/> Caregiver Information Services | <input type="checkbox"/> Legal Assistance – Advice Document Preparation & Representation |
| <input type="checkbox"/> Caregiver Respite Care Institutional | <input type="checkbox"/> Legal Awareness – Education and Outreach |
| <input type="checkbox"/> Caregiver Respite Care In-Home | <input type="checkbox"/> Mental Health Services |
| <input checked="" type="checkbox"/> Congregate Meal | <input type="checkbox"/> Personal Assistance |
| <input type="checkbox"/> Emergency Response | <input type="checkbox"/> Physical Fitness |
| <input type="checkbox"/> Health Maintenance | <input type="checkbox"/> Residential Repair |
| <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Transportation Demand Response |
| <input type="checkbox"/> Homemaker Service | |
| <input type="checkbox"/> Instruction & Training | |

Please assist us by completing the following:**1. Choose which County(ies) you are applying for:**

- | | | | | | |
|---|---------------------------------------|---|---|-----------------------------------|------------------------------------|
| <input type="checkbox"/> Atascosa | <input type="checkbox"/> Bandera | <input checked="" type="checkbox"/> Bexar | <input checked="" type="checkbox"/> Comal | <input type="checkbox"/> Frio | <input type="checkbox"/> Gillespie |
| <input checked="" type="checkbox"/> Guadalupe | <input type="checkbox"/> Karnes | <input type="checkbox"/> Kendall | <input type="checkbox"/> Kerr | <input type="checkbox"/> McMullen | <input type="checkbox"/> Medina |
| <input type="checkbox"/> Wilson | <input type="checkbox"/> All Counties | | | | |

2. Type of Request:

- New Contractor Update Information / Renewal

3. Ownership:

- | | | |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Governmental Agency | <input type="checkbox"/> Non-Profit * | <input type="checkbox"/> Other _____ |

*Non-profit organizations are not eligible for HUB certification

4. Have you done business with AACOG in the past?

- Yes No

5. Is your business currently certified with the State of Texas' Centralized Master Bidder's list?

<http://www.window.state.tx.us/procurement/prog/cmb1> **Please return confirmation of your CMBL certification with this contractor application.

- Yes No

6. If YES to question 5, check Historically Underutilized Business (HUB), Ethnicity, and Gender status, if applicable:

- | | | |
|--|--|---|
| <input type="checkbox"/> Asian Pacific American (AS) | <input type="checkbox"/> Hispanic Americans (HI) | <input type="checkbox"/> American Woman (WO) |
| <input type="checkbox"/> Black American (BL) | <input type="checkbox"/> Native American (AI) | <input type="checkbox"/> Male (M) / <input type="checkbox"/> Female (F) |

**** Provide a copy of your HUB certification to include you as a HUB, if applicable.****7. Is your principal place of business in the State of Texas?**

- Yes No

8. Is your organization delinquent on State of Texas Franchise taxes?

- Yes No

9. Are you or anyone in your organization related to an ACOG employee or a member of ACOG's governing board?

Yes No

If YES, list ACOG employee or board Member's name and relationship

NAME		RELATIONSHIP	
NAME		RELATIONSHIP	
NAME		RELATIONSHIP	

10. Additional Contractor Information

Billing Contact Name:	Analyse Miranda
Title:	Administrative Assistant
Phone Number:	210-619-1850
Email Address:	amiranda1@schertz.com
Referral Contact Name:	
Title:	
Phone Number:	
Email Address:	

Certification / License

State or federal agencies that license and/or regulate your services: N/A

**Please attach a copy of any application certifications and license.

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

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee 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 Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee 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/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall 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 Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/sub grantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall 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/grantee 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/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

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

Indicate which statement applies to the covered potential contractor/grantee:

1. The potential contractor/grantee 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/grant by any federal department or agency or by the State of Texas.
2. The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee 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/GRANTEE _____

VENDOR ID NO. /FEDERAL EMPLOYER'S ID NO. _____



 Signature of Authorized Representative
 4/26/2021

 Date

Dr. Mark Browne

 Printed/Typed Name of Authorized Representative
City Manager

 Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2022, PERIOD BEGINNING October 1, 2021 and ENDING September 30, 2022.

Service and Bidder Information

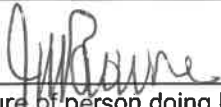
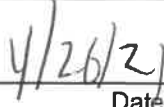
Note: AACOG/AAA understands that the cost for some of the services will vary depending on the need of the client and/or on a case-by-case basis.

Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide **ANY** service(s). **ANY** deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.

Legal Name of Agency: City of Schertz

Proposed Service :	Congregate Meals
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	Schertz Area including Bexar, Guadalupe, and Comal counties. Schertz, Ciblo, Selma, Garden Ridge, Universal City & Marion
Do you have a state contract for a similar service, if so what is the rate:	\$3.80
Unit Proposed Rate/Cost:	\$3.80 (rate sheet \$3.81 CL)
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match)	\$4.15 private rate \$3.80 AACOG grant rate \$0.35 City of Schertz match
Will you offer your discounted rate to clients after their services end at the AAA?	Yes

Proposed Service:	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match)	
Will you offer your discounted rate to clients after their services end at the AAA?	

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1. Name of person doing business with local governmental entity. Dr Mark Browne</p>		
<p>2. Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire because incomplete or inaccurate.)</p>		
<p>3. Name of local government office with whom filer has employment or business relationship.</p> <p>This section (item 3 including subparts A, B, C & D) must completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe each affiliation or business relationship.</p>		
<p>4.</p> <p style="text-align: center;">  _____ Signature of person doing business with governmental entity </p> <p style="text-align: right;">  _____ Date </p>		

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Schertz

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Municipality**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1400 Schertz Parkway

6 City, state, and ZIP code

Schertz, TX 78154

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

OR

Employer identification number

7 4 - 1 4 6 9 3 4 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

6-12-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Certificate of Coverage

TMLIRP Contract Number: 8491	Member: Schertz Ms. Nancy Tumlinson Risk & Safety Specialist 1400 Schertz Pkwy Schertz, Texas 78154-1634	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
-------------------------------------	--	--

Certificate Holder:
 Alamo Area Council of Governments
 8700 Tesoro Drive, Suite 160
 San Antonio, Texas 78217

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$2,500	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
Errors and Omissions Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability(Each Wrongful Act): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$5,000	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____												
Auto Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$1,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Yes</th> <th style="width: 20%;">No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Loss Payee</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Loan Number:</td> <td colspan="2"></td> </tr> </tbody> </table>		Yes	No	Mortgagee	<input type="checkbox"/>	<input type="checkbox"/>	Loss Payee	<input type="checkbox"/>	<input type="checkbox"/>	Loan Number:		
	Yes	No											
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	Yes	No											
Loss Payee:	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Loan Number:													

DESCRIPTION:
 Confirmation of coverage for the City of Schertz's "Seniors Congregate Meals Program".

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail _____ 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Date Issued:

10/29/2020



Certificate of Coverage

TMLIRP Contract Number:	8491							
Member:	Company Affording Coverage:							
Schertz Ms. Nancy Tumlinson Risk & Safety Specialist 1400 Schertz Pkwy Schertz, Texas 78154-1634	Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404							
Certificate Holder:								
Alamo Area Council of Governments 8700 Tesoro Drive, Suite 160 San Antonio, Texas 78217								
<p>This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.</p>								
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Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

10/29/2020