

Capital Area Council of Governments Contract for Older Americans Act Service(s) for Fiscal Years 2026-2027

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.
- 1.2. The Texas Health and Human Services Commission (HHSC) has designated CAPCOG as the Area Agency on Aging (AAA), which authorizes CAPCOG to administer funds from the Older Americans Act (OAA) for State Planning Region 12, which includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties.
- 1.3. [Subrecipient] ("SUBRECIPIENT"), is a non-profit organization with offices located in [City], Texas.
- 1.4. CAPCOG/AAA solicited applications for grant awards and has awarded a Contract to SUBRECIPIENT to provide services as described in Attachment A.
- 1.5. This Contract is entered into under chapter 391 of the Local Government Code.
- 1.6. The following federal and state rules and regulations, though not exhaustive, apply to this agreement:
 - 1.6.1. Omnibus Budget Reconciliation Act of 1990 §4360;
 - 1.6.2.2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
 - 1.6.3. 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards);
 - 1.6.4. 45 CFR Part 1321 (Grants to States and Community Programs on Aging);
 - 1.6.5. Texas Government Code, Chapter 531;
 - 1.6.6. Texas Human Resources Code, Chapter 101A;
 - 1.6.7. Texas Human Resources Code, Chapter 102;
 - 1.6.8. Texas Human Resources Code, Chapter 161;
 - 1.6.9. Texas Local Government Code, Section 394.902;
 - 1.6.10. Texas Administrative Code, Title 40, Chapters 81, 83, and 85;
 - 1.6.11. Texas Administrative Code, Title 26, Chapter 88;
 - 1.6.12. Texas Grant Management Standards ("TxGMS") Version 2.0; and
 - 1.6.13. Texas Health and Human Services Commission Area Agency on Aging Policies and Procedures Manual, Chapters D, E, and F.

Sec. 2. Term of Contract

- 2.1. This Contract begins on October 1, 2025, and ends on September 30, 2027, unless sooner terminated under Sec. 13, Sec. 14, or Sec. 15 **Sec. 13** or extended pursuant to Sec. 2.2.
- 2.2. CAPCOG/AAA may extend this contract beyond September 30, 2027, for one-year terms out to September 30, 2030, at its discretion.

Sec. 3. Notices of Funding Availability and Funding Requests

- 3.1. Funding for this grant is subject to periodic releases of funding to CAPCOG/AAA from the Texas Health and Human Services Commission (HHSC). HHSC, in turn, receives releases of funding from the U.S. Department of Health and Human Services based on appropriations approved by the U.S. Congress. Funding formulas are used both between the federal level and state level and between the state level and regional level to determine how much funding CAPCOG/AAA receives.
- 3.2. The amount of funding CAPCOG/AAA has available to award in any given year can go up or down, and CAPCOG/AAA has historically not received all of the funding from HHSC for the federal fiscal year (October 1 – September 30) until about June or July each year. Therefore, while CAPCOG/AAA will do its best to provide SUBRECIPIENT with an estimate of the amount of funding projected to be awarded for the fiscal year prior to the start of each fiscal year, that amount is subject to change and SUBRECIPIENT should not expect to have access to its full funding for the year at the beginning of the year.
- 3.3. Each year following execution of this contract, SUBRECIPIENT shall provide a funding request for the upcoming fiscal year on a rate-setting/budget worksheet on forms specified by CAPCOG/AAA's project representative that will be due no later than June 30, or earlier, as specified by CAPCOG/AAA's project representative. This worksheet will detail:
- 3.4. The agency's budget for the coming year for each authorized service within the CAPCOG/AAA region, as well as other services that are either not funded by this grant or are provided outside of the CAPCOG/AAA region;
- 3.5. The number of congregate meals projected to be served within the CAPCOG/AAA region eligible for Older Americans Act (OAA) Title III-C1 reimbursement, as well as in the most recently completed federal fiscal year;
- 3.6. The number of home-delivered meals projected to be served within the CAPCOG/AAA region eligible for Older Americans Act (OAA) Title III-C2 reimbursement, as well as in the most recently completed federal fiscal year;
- 3.7. The number of trips projected to be provided within the CAPCOG/AAA region eligible for Older Americans Act (OAA) Title III-B reimbursement; as well as in the most recently completed federal fiscal year;
- 3.8. The line-item budget for senior center operations within the CAPCOG/AAA region, as well as corresponding data for the most recently completed federal fiscal year.
- 3.9. Following CAPCOG/AAA's review of rate-setting/budget worksheets from all grant recipients, CAPCOG/AAA will make a preliminary award of funding for the coming year and provide notice of the award provided to SUBRECIPIENT by approximately September 1.

- 3.10. Periodically throughout the year, based on funding projections and the pace of funding releases made by HHSC to CAPCOG/AAA, CAPCOG/AAA will release funding to SUBRECIPIENT through a Notice of Funding Availability (NFA), which adds to the amount authorized for this contract.
- 3.11. An NFA constitutes an amendment to the contract, and will include:
 - 3.11.1. The type of services authorized;
 - 3.11.2. The period of time the services are authorized for;
 - 3.11.3. The funding available for that service over that period of time;
 - 3.11.4. If applicable, the number of units and reimbursable rates applicable during that period; and
 - 3.11.5. Any other conditions that may apply to the funding that is being released not otherwise covered in this contract.

Sec. 4. Payment Terms

- 4.1. Payment under this contract is on a reimbursement basis for budgeted, eligible costs paid or incurred by SUBRECIPIENT for the services described in Attachment A.
- 4.2. SUBRECIPIENT agrees to invoice CAPCOG/AAA by the fifth day of the month for authorized reimbursable costs paid or incurred for the prior month on a request for reimbursement (RFR) provided by CAPCOG/AAA. CAPCOG/AAA's project representative may authorize one extension of this deadline by an additional two business days if SUBRECIPIENT requests such an extension prior to the due date.
- 4.3. SUBRECIPIENT agrees to submit with each invoice a monthly report of required deliverables for the month including backup documentation required for compliance (such as rosters, menus, senior center program activity schedules, and details of program income), a schedule of planned outreach activities for the remainder of the year, and, if CAPCOG/AAA requests, copies of timesheet records, purchase orders, receipts, paid invoices, and other documents evidencing SUBRECIPIENT's payment or incurrence of the costs for which reimbursement is requested.
- 4.4. SUBRECIPIENT agrees to certify each invoice as follows: "The SUBRECIPIENT certifies that this invoice is correct and complete, that the amount requested has not been received."
- 4.5. CAPCOG/AAA agrees to pay SUBRECIPIENT the amount owed on each invoice within 30 calendar days after its receipt and acceptance by CAPCOG/AAA staff.
- 4.6. CAPCOG/AAA's review of the invoice will include reviewing eligibility of expenses and may take up to two weeks following receipt. CAPCOG/AAA reserves the right to make adjustments to the reimbursement request form to exclude ineligible expenses before accepting the reimbursement request for payment. If CAPCOG/AAA makes such adjustments, it will promptly notify SUBRECIPIENT's project representative.
- 4.7. If SUBRECIPIENT wishes to appeal any exclusion made by CAPCOG/AAA under 4.6, it shall notify CAPCOG/AAA no later than 2 business days after CAPCOG/AAA provided notice and provide any explanation and information relevant to the appeal. CAPCOG/AAA will then review the information and provide a response within 2 business days.

Sec. 5. Independent Entity

- 5.1. SUBRECIPIENT is not an employee or agent of CAPCOG/AAA, but it performs this contract solely as an independent entity.

Sec. 6. Assignment and Subcontracting

- 6.1. Except as described herein, SUBRECIPIENT may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG/AAA. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.

Sec. 7. Liability Insurance

- 7.1. SUBRECIPIENT agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:
- 7.1.1. Commercial general liability insurance with the minimum coverages of \$100,000 for each occurrence, \$300,000 annual aggregate, and \$100,000 personal and advertising injury, plus \$1,000,000 excess liability coverage;
 - 7.1.2. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per employee of \$100,000 for bodily injury and \$300,000 for disease for each accident; and
 - 7.1.3. Comprehensive automobile liability insurance with limits of at least \$300,000 combined single limit for bodily injury and property damage for each occurrence.
 - 7.1.4. If SUBRECIPIENT's insurance policies are not written for amounts specified above, SUBRECIPIENT shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.
- 7.2. SUBRECIPIENT agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2. Each of SUBRECIPIENT's insurance policies maintained under Sec. ~~7.1.4~~ must contain provisions (1) that the SUBRECIPIENT will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii) or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.
- 7.3. SUBRECIPIENT agrees to furnish CAPCOG/AAA a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. ~~7.1.4~~ within 30 calendar days after the effective date of this contract and within 30 days of any subsequent request by CAPCOG/AAA.

Sec. 8. Indemnification

- 8.1. SUBRECIPIENT agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of SUBRECIPIENT 's governing body member, officer, employee, or agent under this contract.

- 8.2. If SUBRECIPIENT is served with process in a suit or proceeding described in Sec. ~~8.1-1~~, SUBRECIPIENT agrees promptly to furnish CAPCOG/AAA with a copy of the process.
- 8.3. SUBRECIPIENT agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

- 9.1. SUBRECIPIENT agrees to maintain records adequate to document its performance, costs, and receipts under this contract. SUBRECIPIENT agrees to maintain these records at SUBRECIPIENT's office address described in Sec. 17.
- 9.2. Subject to the additional requirement of Sec. 9.3, SUBRECIPIENT agrees to preserve the records for eight years after the termination date of contract.
- 9.3. If an audit of the records or information in the records is disputed or the subject of litigation, SUBRECIPIENT agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 9.4. CAPCOG/AAA is entitled to inspect and copy, during normal business hours at SUBRECIPIENT's offices where they are maintained, the records maintained under this contract for as long as they are preserved.
- 9.5. CAPCOG/AAA is also entitled to visit SUBRECIPIENT's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.
- 9.6. The HHSC has the same inspection, copying, and visitation rights as CAPCOG/AAA for work performed under those tasks.

Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG/AAA's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If SUBRECIPIENT believes that information it submits to CAPCOG/AAA is proprietary or confidential and is not disclosable to a third party, SUBRECIPIENT must clearly mark the information as proprietary or confidential and inform CAPCOG/AAA in writing that SUBRECIPIENT will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG/AAA was informed of SUBRECIPIENT's desire to keep the information confidential, CAPCOG/AAA agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG/AAA agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG/AAA agrees to inform SUBRECIPIENT of any request for disclosure of the information under the Texas Public Information Act.
- 10.4. CAPCOG/AAA's sole obligation to protect allegedly proprietary or confidential information submitted by SUBRECIPIENT is described in this Sec. 10.

Sec. 11. Intellectual Property

- 11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.
- 11.2. Unless specifically identified in accordance with 11.3, CAPCOG/AAA will hold an exclusive right to all intellectual property produced under this contract.
- 11.3. If SUBRECIPIENT creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, SUBRECIPIENT shall promptly notify CAPCOG/AAA of the creation or purchase and supply CAPCOG/AAA with sufficient technical detail to identify the property and describe its likely applications.
- 11.4. CAPCOG/AAA reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

- 12.1. In carrying out this contract, SUBRECIPIENT agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

- 13.1. SUBRECIPIENT acknowledges that CAPCOG/AAA is a governmental entity without taxing power and agrees that CAPCOG/AAA may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG/AAA learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance.
- 13.2. If CAPCOG/AAA suspends or terminates only part of this contract for unavailability of funds, SUBRECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG/AAA so requests.
- 13.3. CAPCOG/AAA suspends or terminates this contract for unavailability of funds by giving SUBRECIPIENT notice of the suspension or termination as soon as it learns of the funding unavailability, specifying the suspension or termination date describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.
- 13.4. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, SUBRECIPIENT is entitled to compensation for any services HHSC has indicated the CAPCOG/AAA is eligible for reimbursement for.

Sec. 14. Termination for Breach of Contract

- 14.1. If SUBRECIPIENT or CAPCOG/AAA breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to

begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 16.

- 14.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 15. Suspension or Termination of Contract for Convenience

- 15.1. CAPCOG/AAA may, upon providing at least 10 days' written notice to SUBRECIPIENT, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG/AAA or SUBRECIPIENT.
- 15.2. SUBRECIPIENT may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. SUBRECIPIENT shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination.
- 15.3. If CAPCOG/AAA suspends or terminates only part of this contract, SUBRECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG/AAA so requests.

Sec. 16. Dispute Resolution

- 16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.
- 16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

- 17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in 17.2.

- 17.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org. SUBRECIPIENT's address is [ADDRESS], attention: [AGENCY HEAD], [E-MAIL ADDRESS].
- 17.3. A party may change its address by providing notice of the change in accordance with Sec. 17.1.

Sec. 18. Conflict of Interest

- 18.1. Chapter 176 of the Texas Local Government Code requires contractors and consultants seeking to do business with CAPCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member.
- 18.2. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website.
- 18.3. The CIQ must be completed and filed with an application if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

- 19.1. SUBRECIPIENT warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the request for applications (RFA) or the Agreement.

Sec. 20. Equal Opportunity

- 20.1. SUBRECIPIENT will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

- 21.1. SUBRECIPIENT will be required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Section 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Buy Texas

- 22.1. To the extent applicable, SUBRECIPIENT represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

Sec. 23. Energy Companies

- 23.1. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the SUBRECIPIENT certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the SUBRECIPIENT does not make that certification, the SUBRECIPIENT must state why the certification is not required.

Sec. 24. Firearm Entities or Firearm Trade Associations

- 24.1. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § I), the SUBRECIPIENT certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the SUBRECIPIENT does not make that certification, the SUBRECIPIENT must state why the certification is not required.

Sec. 25. Foreign Terrorist Organization

- 25.1. The SUBRECIPIENT represents that neither the SUBRECIPIENT, nor any affiliate of the SUBRECIPIENT, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Sections 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Section 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Section 2252.152.

Sec. 26. Israel

- 26.1. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2271.002, the SUBRECIPIENT certifies that the SUBRECIPIENT: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

Sec. 27. Miscellaneous

- 27.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 27.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 27.3. Primacy of Other Agreements: CAPCOG/AAA's grant agreement with HHSC that is being used to pay for this work is incorporated by reference into this contract. SUBRECIPIENT agrees to abide by all provisions of these agreements as they pertain to CAPCOG/AAA's subrecipients.
- 27.4. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 27.5. This contract is executed via scanned signatures and transmitted via e-mail.

Attachments

The following Attachments are part of this Contract:

- A. Scope of Work
- B. Project Representatives and Records Location

C. Certifications and Forms

- a. Signed Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, and Historically Underutilized Business Policy
- b. Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower-Tier Covered Transactions
- c. Signed Certification Regarding Lobbying
- d. Signed Certification Regarding Prohibition on Contracts with Companies Boycotting Israel
- e. Conflict of Interest Questionnaire
- f. Certificate of Interested Parties Form – Form 1295
- g. Data Use Agreement

Signed:

[SUBRECIPIENT]

Capital Area Council of Governments

By _____

[WRITTEN NAME OF SIGNATORY]
[TITLE OF OF SIGNATORY]

By _____

Chris Miller
Executive Director

Date _____

Date _____

SAMPLE

ATTACHMENT A: SCOPE OF WORK

General

Subrecipient agrees to provide the services and activities for older individuals (defined as individuals age 60 or older) necessary to comply with SUBRECIPIENT's approved 2026-2027 grant application and this scope of work. Services covered by this scope of work include:

1. **Congregate meals:** a hot or other appropriate meal served to an older person who is eligible in a congregate setting, such as community centers, schools, restaurants, faith-based locations, and other community gathering places, sometimes including virtual settings.
2. **Home-delivered meals:** Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) delivered to a person who is eligible in their place of residence.
3. **Senior Center Operations:** The operation of community facilities where older people gather to pursue mutual interests, receive services, and take part in activities that will enhance their quality of life, support their independence, and encourage their continued involvement in and with the community.
4. **Transportation Demand Response:** Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

If SUBRECIPIENT is receiving funding under this contract for either congregate meals or home-delivered meals, it must also provide nutrition education at least once a year to all eligible, enrolled consumers. Nutrition education is defined as the provision of information to an older person to promote nutritional well-being and to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. Nutrition education costs shall be incorporated into the cost of providing congregate meals and home-delivered meals.

SUBRECIPIENT agrees to substantially meet all of the goals and outcomes described in its funding application. SUBRECIPIENT's performance must within $\pm 5\%$ to be considered to have "substantially met" the identified goals and outcomes.

The following rules apply to the work carried out under this grant:

- Adopted rules for Older Americans Act Services: Nutrition, Transportation, and Senior Centers agencies can be accessed through the Secretary of State's TAC viewer. Title 40 Part 1 Chapter 85 Subchapter D
- All Older Americans Act and other required rules and regulations may be accessed at <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
- Compliance rules for the OAA nutrition programs, including the Dietary Reference Intake (DRI), the Recommended Dietary Allowances (RDA), and the Dietary Guidelines for Americans (DGA) nutrition requirements, can be accessed through the following link: <https://health.gov/our-work/food-nutrition/2015-2020-dietary-guidelines/guidelines/>

Targeting

Subrecipient shall, in accordance with the Older Americans Act of 1965, as amended, Section 306(a)(4)(B) is older individuals who are 60 years of age or older: and as addressed in the approved

Service Delivery/Operational Plan, assure it will use outreach efforts to identify individuals eligible for assistance under this Contract, with special emphasis on:

- 1) residing in rural areas;
- 2) with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas). Greatest economic need is defined as the need resulting from an income level at or below the poverty line. The term “poverty line” means the official poverty line as defined by the Office of Management and Budget and adjusted by the Secretary in accordance with section 673(2) of OBRA-1981 or of the Community Services Block Grant Act (42 U.S.C. 9902(2)). The current poverty guidelines can be accessed at the following website:
<https://www.federalregister.gov/documents/2020/01/17/2020-00858/annual-update-of-the-hhs-poverty-guidelines>
- 3) who have the greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas). Greatest social need is defined as the need caused by non-economic factors, which include:
 - a) physical and mental disabilities;
 - b) language barriers; and
 - c) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that:
 - i) restricts the ability of an individual to perform normal daily tasks; or
 - ii) threatens the capacity of the individual to live independently.
- 4) with severe disabilities. The term “severe disabilities” means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that:
 - a) is likely to continue indefinitely; and
 - b) results in substantial functional limitation in three or more of the major life activities specified below:
 - i) self-care,
 - ii) receptive and expressive language,
 - iii) learning,
 - iv) mobility,
 - v) self-direction,
 - vi) capacity for independent living,
 - vii) economic self-sufficiency,
 - viii) cognitive functioning, and
 - ix) emotional adjustment.
- 5) with limited English proficiency
- 6) with Alzheimer’s Disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals)

7) at risk for institutional placement

Requirements for Congregate Meals, Home-Delivered Meals, and Nutrition Education Services

- SUBRECIPIENT shall serve meals to target populations in each month of the contract.
 - SUBRECIPIENT may not charge more than 1/12th of the annual authorized number of units for each meal type in any month of the year.
 - Pursuant to 26 TAC §213.203(n) and Section F-1330 of the HHSC *Area Agency on Aging Policies and Procedures Manual*, SUBRECIPIENT shall provide nutrition education to each eligible consumer at least once a year, no later than one year from the date of their initial assessment or subsequent reassessment.
 - Pursuant to Section F-1220 of the HHSC *Area Agency on Aging Policies and Procedures Manual*, SUBRECIPIENT shall perform a reassessment of each consumer's eligibility no later than one year from the date of their initial assessment or subsequent reassessment.
 - SUBRECIPIENT shall exclude any meals served to a consumer that has not received an initial eligibility assessment or re-assessment of eligibility within the past year from any request for reimbursement or report on the number of eligible meals served.
 - FREQUENCY:
- 27.6. Pursuant to Sections F-1130, F-1240, and F-1580 of the HHSC *Area Agency on Aging Policies and Procedures Manual*, SUBRECIPIENT shall provide eligible consumers at least five meals a week, 250 meals per year except for any areas covered by a rural area waiver approved by CAPCOG/AAA and HHSC and in situations covered by C-1211. For congregate meals, this means serving five meals a week, 250 meals a year. For home-delivered meals, this means making five home-delivered meals available a week, 250 meals per year.
- 27.7. If SUBRECIPIENT wishes to request a waiver to the frequency requirements for a rural area within its service area, SUBRECIPIENT project representative must e-mail the CAPCOG/AAA Project Representative identifying which parts of its service area it is requesting a waiver for and what the proposed frequency would be for the area.
- SUBRECIPIENT shall attach a PDF map using the U.S. Census Bureau's boundaries for urban areas to identify the rural areas it is seeking a waiver for.
 - Any such map shall be generated using the U.S. Census Bureau's mapping application TIGERWeb (<https://tigerweb.geo.census.gov/tigerweb/>).
- 27.8. If CAPCOG/AAA approves the waiver application, CAPCOG/AAA will request HHSC approval. SUBRECIPIENT shall continue to provide at least 5 meals a week/250 meals a year until such time as HHSC has approved its waiver request.
- 27.9. Under normal circumstances, CAPCOG/AAA will only reimburse SUBRECIPIENT for the required "normal" eligible meals, defined as a single meal served 10:30 am – 1:00 pm Monday, Tuesday, Wednesday, Thursday, and Friday.
- 27.10. If an individual has a care plan that includes weekend meals, CAPCOG/AAA will only reimburse up to two additional meals per week beyond the required five. In these circumstances, CAPCOG/AAA must pre-authorize the additional two meals per week.
- SUBRECIPIENT shall comply with the requirements of C-1211 of the *Policies and Procedures Manual* regarding Emergency Conditions, Inclement Weather, Disasters and Holiday for Nutrition Services and C-1212 regarding Congregate Meal Site Closure. This includes:
 - Developing and maintaining written procedures to address congregate meal site closures and suspension of home-delivered meal services.

- Any such procedures must define emergency conditions, inclement weather, disasters, and holidays.
- 27.11. SUBRECIPIENT shall submit copies of any such documents to CAPCOG/AAA by October 1, 2025, and annually thereafter. These documents shall be incorporated by reference into this contract.
- 27.12. SUBRECIPIENT's Executive Management must promptly notify CAPCOG/AAA's Project Representative and AA of any congregate site closure, home delivered meal delivery stoppage, or senior center closure, with a written plan designating reason for closure, expected time frame of closure, and expected delivery re-start or facility re-open date. If the restart date will be delayed, Subrecipient must notify CAPCOG/AAA's Project Representative as soon as possible.
 - Required monthly reports due on the 5th of each month include:
 - Requests for reimbursement;
 - Rosters;
- 27.13. Menus;
- 27.14. Activity Calendars;
 - Program Income Statements consistent with C-1040;
 - Monthly Performance Reports; and
 - Monthly Interest List Report consistent with C-1030.
- 27.15. REQUEST FOR REIMBURSEMENT: SUBRECIPIENT shall submit a request for reimbursement each month on a form provided by CAPCOG/AAA, including months in which there are no expenses that SUBRECIPIENT is requesting funds from CAPCOG/AAA.
- 27.16. ROSTER: Each month, SUBRECIPIENT shall include a roster of all eligible consumers, regardless of whether the consumer is being served by CAPCOG/AAA/HHSC funds or other funding sources. The roster shall include, at a minimum, the following information about each eligible consumer:
 - Well sky ID;
 - Date of last assessment/reassessment;
 - First name;
 - Last name;
 - Date of birth; and
 - The number of meals served each day of the month.
 - MENU: Each month, SUBRECIPIENT shall provide copies of menus with information needed to ensure compliance with Section F-1700 of the HHSC *Area Agency on Aging Policies and Procedures Manual*.
 - PROGRAM INCOME STATEMENT: Each month, SUBRECIPIENT shall include statement detailing the amount of program income collected each day of the month.
 - MONTHLY PERFORMANCE REPORT: Each month, SUBRECIPIENT shall summarize:
 - The number of meals charged to each funding source;
 - The number of consumers that received nutrition education;
 - The number of nutrition sites;
 - Whether any health or fire inspections occurred that month;
 - Whether there were any personnel changes that month;
 - Whether there were any changes to hours of operations;
 - Whether there were any additions or closures of sites;
 - Whether there was any outreach performed;
 - Whether any satisfaction surveys were administered;
 - Whether there was a waiting list at any point in the month;
 - Whether there was any nutrition education provided in the prior month;
 - A narrative of activities for the month, including:

- Relevant details for all of the yes/no questions and numbers detailed on the report;
 - Average number of consumers on the waiting list throughout the month; and
 - An estimate of the number of re-assessments anticipated for each of the next 12 months.
- MONTHLY INTEREST LIST REPORT: Pursuant to Section C-1030 of the HHSC *Area Agency on Aging Policies and Procedures Manual*, SUBRECIPIENT provide the following information related to interest lists:
 - A copy of the current interest list or a statement that there is no interest list;
 - Reasons people are on the list;
 - How long the first individual on the list has been waiting;
 - How your interest list is tracked;
 - Whether your list is captured before or after the intake and assessment to determine eligibility; and
 - Whether you have referred individuals to the Title XX HDM program interest list.
- 27.17. No later than May 5 each year, and at any other times specifically requested by CAPCOG/AAA, SUBRECIPIENT shall provide a copy of its complaint log and its written procedure for follow-ups to complaints and monitoring process to ensure compliance with 26 TAC §213.151(dd).
- 27.18. SUBRECIPIENT shall comply with training requirements as stipulated in C-1080 and C-1081 to ensure that they are delivering safe and quality services, and SUBRECIPIENT shall provide a copy of the written policies and procedures for training required under C-1081 to CAPCOG/AAA's Project Representative and other training records upon request.
- 27.19. SUBRECIPIENT agrees that its project representative will participate in at quarterly program coordination meetings convened by CAPCOG/AAA. CAPCOG/AAA's project representative will coordinate the scheduling and logistics of this meeting with Subrecipient's project representative and representatives from other nutrition providers funded by CAPCOG/AAA. These meetings are intended to review trends across the region, share best practices, as provide technical assistance to subrecipients in carrying out grants.

Requirements for Senior Center Operations Services

- 27.20. SUBRECIPIENT agrees to send monthly activity calendars, and operational expense reports with the monthly RFR's.
- 27.21. SUBRECIPIENT agrees to send any new state/city/county inspection reports to CAPCOG/AAA with the monthly RFR.
- 27.22. SUBRECIPIENT agrees to ensure the Center operates and remains in compliance with city/state/county codes and within the Local Authority rules and regulations.
- 27.23. SUBRECIPIENT agrees to send notification of personnel and or management changes as they occur to CAPCOG/AAA.
- 27.24. SUBRECIPIENT agrees to send the monthly average number activity participants (separate from meal participation) with the monthly RFR's.

Requirements for Transportation Services

- 27.25. SUBRECIPIENT agrees to complete participant intakes on all Transportation Demand consumers ensuring eligibility with OAA criteria

- 27.26. SUBRECIPIENT agrees to send participant intakes to CAPCOG/AAA upon completion of the intake within 2 days of its completion.
- 27.27. SUBRECIPIENT agrees to notify CAPCOG/AAA of service termination for participants who withdrawal from the service within the service month.

Reporting Requirements

Subrecipient agrees to submit all required fiscal and programmatic reports in accordance with the report due dates established by CAPCOG/AAA. Subrecipient agrees to maintain fiscal records to support reimbursements. All fiscal and programmatic reports shall continue to be due throughout the entire Contract period even though no additional services may be reimbursable under this Contract.

SUBRECIPIENT shall provide data on all meals provided, including meals funded through program revenue and locally funded meals, for both the congregate and home-delivered meal categories.

Subrecipient shall complete and submit to CAPCOG/AAA, all requests for funds on a CAPCOG/AAA-prescribed form in accordance with the rules and policies of CAPCOG/AAA. A final program report shall be submitted to CAPCOG/AAA on or before the date established by CAPCOG/AAA, with not less than 45 days advance notice to the SUBRECIPIENT. The total of all program reports, including the final program report, shall support and be reconciled to all funds received during the Contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

Match Requirements

SUBRECIPIENT shall provide a cash match of at least 15% for services funded under this contract. Match does not include program income and shall conform to the OAA regulations, 2 CFR Part 300 and HHSC rules regarding match requirements.

Program Income

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

Program income shall be collected and expended in accordance with 40 TAC §85.201 (I), 40 TAC §85.202(j), TxGMS version 2.0 and all applicable HHSC rules. Any donations solicited from service recipients shall be presumed to be program income. Subrecipient shall use all program income and participant contributions collected under the approved Service plan to further eligible program outcomes, and program income must be applied to eligible expenses prior to requesting reimbursement for any remaining expenses. All program income and participant contributions collected and expended shall be documented and managed according to HHSC rules and regulations.

Annual Rate-Setting Process

Each year, SUBRECIPIENT shall complete a rate-setting spreadsheet provided by CAPCOG/AAA that will be used as the basis for an agreed-upon reimbursement rate for the following year and for the number of units that CAPCOG/AAA will authorize for the following year.

- For Congregate Meals, Home-Delivered Meals, and Transportation, the rate-setting sheet will calculate an average per-unit cost, known as the "whole unit rate" (cost per meal, cost per ride) for providing that service, and the reimbursement rate that CAPCOG/AAA will pay, which will be

no more than 85% of the agreed-upon "whole unit rate." The remaining 15% constitutes the minimum required match.

- Any eligible meal or transportation units that SUBRECIPIENT provides within the CAPCOG/AAA region must also be reported, and constitute additional match. Except for units paid for with program income, these units may subsequently be reimbursed by CAPCOG/AAA if additional funding becomes available.
- For Senior Center Operations, the rate-setting sheet will calculate the reimbursement rate based on the ratio of the Title III-B funding provided by CAPCOG/AAA to total eligible Senior Center Operations costs, excluding any costs that may be assigned to nutrition or transportation to avoid duplication.

Accessibility of Records

SUBRECIPIENT shall give CAPCOG/AAA, HHSC, the State Auditor's Office, the Office of Inspector General, the Comptrollers General of the United States and the State of Texas, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this Contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven years following the end of this contract term or the resolution of any disputes relating to this Contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the Contract. Subrecipient understands acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Subrecipient understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract, (2) determining the state's rights or remedies under the contract, or (3) evaluating whether the entity has acted in the best interest of the state.

Service Provider Review

In accordance with CAPCOG/AAA rules, CAPCOG/AAA shall conduct reviews of service provider programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

Service Reviews will be conducted at the SUBRECIPIENT's Administrative office and/or at individual congregate meals sites and/or senior centers.

SUBRECIPIENT will make availability of time and place for CAPCOG/AAA to provide an overview of the services of the AAA to educate SUBRECIPIENT staff so accurate information may be provided to a participant and/or a referral generated to the AAA. These trainings will occur two to four times per fiscal year.

Audit Requirements

SUBRECIPIENT shall submit a copy of an annual audit of Subrecipient, performed by an independent certified public accounting firm within nine months after the end of Subrecipient's fiscal year, to CAPCOG/AAA. The audit shall cover SUBRECIPIENT's entire organization and be conducted in accordance

with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by CAPCOG/AAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees that SUBRECIPIENT shall be liable to CAPCOG/AAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a CAPCOG/AAA program shall be resolved within 180 calendar days following receipt of Subrecipient's audit by CAPCOG/AAA, otherwise disallowance of questioned costs shall be implemented, and Subrecipient shall be liable to CAPCOG/AAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Subrecipients.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

Indirect Cost Allocation Plan

SUBRECIPIENT shall have an Indirect Cost Allocation Plan approved in accordance with Title 2 CFR, Part 200 and Nonprofit Organizations and TxGMS, if subjected to this requirement. Documentation of compliance with the above shall be submitted with the rate setting workbooks annually to CAPCOG/AAA for the period covered under this contract.

Identification of High Risk

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

Data Use Agreement

SUBRECIPIENT agrees to abide by the terms and conditions as previously agreed and signed in the Data Use Agreement (DUA) Attachment A, Subrecipient Agreement Form, which is attached to this contract and on file at CAPCOG/AAA;

- **Data Use Agreement:** Health and Human Services (HHSC) Data Use Agreement (DUA), Attachment A, is hereby incorporated by reference and made therefore, a part of the Base Contract. The DUA, will, as of the effective date of this contract, govern the handling of "Confidential Information," as that term is defined in the DUA, under the Base Contract.
- 27.28. **Liability:** By signature and acceptance of this amendment and the Data Use Agreement, SUBRECIPIENT agrees to fully cooperate with the direction of the HHSC and the Office of the Attorney General of Texas in any claim arising from a disclosure of information subject to this DUA. To the extent permitted by the Texas Constitution, laws and rules, SUBRECIPIENT will hold

harmless CAPCOG and its workforce against all actual and direct losses, suffered by the Subrecipient and its workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by SUBRECIPIENT or its employees, directors, officers, subrecipients, or agents or other members of its workforce, including, without limitation the costs of reasonable attorneys' fees, required notices and mitigation of a breach and any fines or penalties imposed on CAPCOG by any regulatory authority. SUBRECIPIENT will be solely responsible for any damages resulting from its disclosure of information made in violation of this DUA.

- 27.29. **Insurance:** SUBRECIPIENT either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover Subrecipient's liability arising under this DUA and under which policy CAPCOG is a beneficiary. SUBRECIPIENT shall identify CAPCOG as an additional insured under any and all insurance policies used to satisfy this provision and provide proof to CAPCOG/AAA, upon request. CAPCOG reserves the right to consider alternative means for SUBRECIPIENT to satisfy SUBRECIPIENT's financial responsibility under this DUA. Nothing herein shall relieve Subrecipient of its financial obligations set forth in this DUA if Subrecipient fails to maintain insurance. Subrecipient will provide CAPCOG/AAA with written proof that required insurance coverage is in effect, at the request of CAPCOG/AAA.

ATTACHMENT B: Project Representatives and Records Location

CAPCOG/AAA PROJECT REPRESENTATIVE

The individual named below is the CAPCOG/AAA Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG/AAA. All communications including all payment requests must be addressed to the CAPCOG/AAA Project Representative or his or her designee. The CAPCOG/AAA Project Representative may indicate a designee through an e-mail to [subrecipient project representative e-mail].

Delia Garcia
(Name)

Telephone No.: (512) 916-6022

Program Manager for Nutrition and
Benefits Counseling
(Title)

E-mail: dgarcia@capcog.org

Capital Area Council of Governments
6800 Burlleson Road, Building 310, Suite 165, Austin, Texas 78744

SUBRECIPIENT PROJECT REPRESENTATIVE

The individual named below is the SUBRECIPIENT Project Representative, who is authorized to give and receive communications and directions on behalf of the Subrecipient. All communications to the SUBRECIPIENT will be addressed to the SUBRECIPIENT Project Representative or his or her designee. The SUBRECIPIENT Project Representative may indicate a designee through an e-mail to dgarcia@capcog.org.

[NAME]
(Name)

Telephone No.: (XXX) XXX-XXXX

[TITLE]
(Title)

E-mail: [SUBRECIPIENT E-MAIL]

[SUBRECIPIENT]

[ADDRESS]

SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted to the CAPCOG/AAA Project Representative. Payment requests must also be sent to apinvoices@capcog.org.

DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The Contractor designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

[SUBRECIPIENT]

[ADDRESS]

ATTACHMENT C: Certifications and Forms

1. Signed Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, and Historically Underutilized Business Policy
2. Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower-Tier Covered Transactions
3. Signed Certification Regarding Lobbying
4. Conflict of Interest Questionnaire
5. Signed Certification Regarding Prohibition on Contracts with Companies Boycotting Israel
6. Certificate of Interested Parties Form – Form 1295 (if board approval was required to award the contract)
7. Data Use Agreement

Data Use Agreement

HHS Contract Number [Pending]

The DUA between HHS and CAPCOG/AAA establishes the permitted and required uses and disclosures of Confidential Information by SUBRECIPIENT.

CAPCOG/AAA has subcontracted with [SUBRECIPIENT] for performance of duties on behalf of CAPCOG/AAA which are subject to the DUA. SUBRECIPIENT acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CAPCOG/AAA under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CAPCOG/AAA and SUBRECIPIENT 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 Subrecipient Agreement Form.

CAPCOG/AAA and SUBRECIPIENT assure HHS that any Breach or Event as defined by the DUA that SUBRECIPIENT Discovers will be reported to HHS by SUBRECIPIENT in the time, manner and content required by the DUA.

If CAPCOG/AAA knows or should have known in exercise of reasonable diligence of a pattern of activity or practice by SUBRECIPIENT that constitutes a material breach or violation of the DUA or the SUBRECIPIENT's obligations CAPCOG/AAA will:

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 SUBRECIPIENT, if feasible.
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBRECIPIENT that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps SUBRECIPIENT is taking care to cure or end the violation or terminate SUBRECIPIENT'S contract or arrangement.

Signed:

[SUBRECIPIENT]

Capital Area Council of Governments

By

By

[WRITTEN NAME OF SIGNATORY]
[TITLE OF SIGNATORY]

Chris Miller
Executive Director

Date

Date