

STATE OF TEXAS

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COUNTY OF FORT BEND

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**THIRD ADDENDUM TO PUBLIC HEALTH VOLUNTEER RECRUITING
CONTRACT BETWEEN FORT BEND COUNTY AND
THE HOMELAND PREPAREDNESS PROJECT SOQ 07-038
FYE 2020**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Homeland Preparedness Project (hereinafter "Contractor"), an entity authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Public Health Volunteer Recruiting Contract; and, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement:

1. **Fee.** The cost to Fort Bend County for the proposed services will be \$72,000. The fee will be paid in five (5) payments. The first payment of \$14,400 must be received by HPP before HPP provides any services under this contract. Four (4) subsequent payments of \$14,400 will be made based on the submission of quarterly invoices submitted with activity reports as described in the attached Exhibit "A" Section 1-Deliverables to Fort Bend County Health and Human Services. The period of the program will be from contract acceptance to June 30, 2020. If either party wishes to change the scope of nature of services provided under this contract, both parties must agree to the proposed change in writing prior to those changes taking effect.
2. **Department of Homeland Security Standard Terms and Conditions.** This contract may be totally or partially funded with federal funds. If any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with all terms as stated in the FY 2019 Department of Homeland Security Standard Terms and Conditions, attached hereto as Exhibit "B". The terms and conditions of DHS financial assistance awards flow down to all sub recipients, unless a particular award term or condition specifically indicates otherwise. Recipients include all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier that exceed the simplified acquisition threshold.
3. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

4. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies Contractor does not boycott Israel during the terms of this Agreement.

5. **Texas Government Code Section 2251.152 Acknowledgment.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6. **Federal Compliance.** In addition, because federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with all federal and state required contract provisions, including but not limited to the following, as stated below:

(a) Access to records, books, and documents

The Contractor agrees to provide the Office of the Governor, the State Auditor's Office or the Comptroller General through any of their authorized representatives access and right to audit, examine, and copy all records, books, papers or documents related to this Agreement and permit access to facilities, personnel, and other individuals and information as may be necessary.

(b) Civil Rights Requirements

Contractor will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and the System 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 45 C.F.R. Part 80 or 7 C.F.R.

Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. 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 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 post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at the following: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>

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

(c) Insurance

Contractor has and will maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor may, in its sole discretion, secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation, or either Party may terminate the Agreement. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any.

(d) Compliance with Audit of Inspection Findings

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit,

review, or inspection of this Agreement and the goods or services provided hereunder. Any such correction related to the Subcontractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the Services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

(e) Employment Verification

Contractor will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

(f) SAO Audit

The Contractor agrees to reasonably cooperate with any Government agency responsible for audits, investigations, or corrective actions.

(g) Child Support

Per Section 231.006, Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive: 1. Payments from state funds under a contract to provide property, materials, or services; or 2. A state-funded grant or loan.

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

(h) Disputes and Resolutions

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

(i) Examination of Records

The Contractor agrees to provide the Office of the Governor, the State Auditor's Office or the Comptroller General through any of their authorized representatives access and right to audit, examine, and copy all records, books, papers or documents related to this Agreement and permit access to facilities, personnel, and other individuals and information as may be necessary.

(j) Fraud, Waste and Abuse

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the Office of the Governor that is made against the Contractor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations.

The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

(k) Political Activities

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

(l) Eligible Expenses

Contractor ensures that Services will not include entertainment expenses or fund Sectarian worship, instruction, or proselytization.

(m) Ownership and Intellectual Property

Contractor hereby assigns to the System Agency, all right, title, and interest in all Deliverables. The Contractor will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

Contractor grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, or Grantee's Contractor in the performance of the Project.

(n) Permitting and Licenses

Contractor ensures that each of its employees, agents, or Subcontractors who provide Services or deliverables under this Agreement are properly licensed, certified, or have proper permits to perform any activity related to the Scope of Services.

(o) Reporting of Criminal Offense

Contractor certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or (2) been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

All terms and conditions of the Agreement, including any attachments, not modified herein shall remain in full force and effect for the term of the Agreement.


{EXECUTION PAGE FOLLOWS}

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FORT BEND COUNTY

HOMELAND PREPAREDNESS PROJECT

KP George, County Judge



Bill Ray, Executive Director

Date

29 JUL 19
Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 72,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert E. Sturdivant, Fort Bend County Auditor

- EXHIBIT A: Public Health Volunteer Recruiting Agreement – FYE 2020
- EXHIBIT B: Department of Homeland Security Standard Terms and Conditions – FY2019

EXHIBIT A

**PUBLIC HEALTH VOLUNTEER RECRUITING AGREEMENT
FYE 2020**

**Public Health Volunteer Recruiting Contract
For
Fort Bend County Health and Human Services
FYE 2020**



This Contract is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and **HOMELAND PREPAREDNESS PROJECT**, hereinafter referred to as "HPP", authorized to conduct business in the State of Texas.

Term:

This Extension will commence upon execution of all parties to this Contract and shall terminate on June 30, 2020. This Contract is subject to termination by any party, without cause, by providing thirty (30) days written notice. This contract may be renewed annually by mutual agreement of the parties in writing.

This Contract is subject to the terms described herein.

Background:

Ft. Bend County Health and Human Services is required by the State of Texas to be prepared to provide preventive medication to the entire population of the county in a 48-hour period in the case of a public health emergency. The Health and Human Services Public Health Preparedness Team (PHPT) has developed a plan to accomplish this task that requires approximately 4000 volunteers.

Volunteers are essential to achieve a successful outcome, however, recruiting of volunteers is very time consuming and labor intensive.

The volunteers can also be used for a variety of other activities including staffing alternative treatment centers, offsite triage, shelters or other types of activity for which they are trained.

Over the past five years, HPP has developed a Corp of 4285 Medical Reserve Corps (MRC) Volunteers. After consultation with the PHPT, we believe with this base of volunteers the focus of our efforts should now turn to improving the capability of these volunteers so that they can perform in leadership roles during a public health emergency. To that end, we will provide more in-depth training to the volunteers while continuing to recruit new members in a more limited fashion.

Operational Requirements:

When deployed, the Public Health Volunteers will report to a predetermined site, be issued identification items, and be assigned to various tasks required for the operation of one of the Points Of Dispensing or other tasks for which they have been trained. Most of these tasks require no medical background and very limited training. Homeland Preparedness Project will not be responsible for any medical training or credentialing of licensed medical volunteers. When deployed, all volunteers will be under the direction and control of the PHPT.

Strategy:

Homeland Preparedness Project (HPP) will promote these volunteer opportunities through an integrated strategy of awareness, outreach, and public information.

Recruiting:

2833 Cytherea Circle
Alvin, TX 77511
281-844-3653

- Continued -

- HPP will recruit volunteers through a variety of outlets, including radio and print media, the Internet, and presenting programs at civic and public venues. (Capability 15.1)
 - HPP will utilize existing media contacts, Public Service Announcements, and existing community group contacts to generate publicity for the campaign.
 - HPP will conduct presentations to civic groups and other potential volunteer groups identified by HPP and the PHPT, including churches, PTA's, and civic associations. (Capability 1.2)
- HPP will provide initial contact for potential volunteers through phone and electronic communication. HPP will provide interested volunteers with appropriate information supplied by the PHPT in electronic format via the Internet. (Capability 15.1)
 - Electronic versions of general information about the program, applications, and other relevant material will be available on the HPP website for people who are interested in volunteering. These documents may also be e-mailed to prospects when requested and appropriate.
 - HPP will actively promote the use of electronic media such as e-mail and Internet materials as resources for people who are interested in volunteering.
- In the limited instances when the prospective volunteer does not have Internet or e-mail access, or access to other locations where printed materials are available, hard copy of requested information will be mailed to the prospect at HPP's expense.
- The PHPT will be responsible for producing and providing printed materials for distribution by HPP at public events, for requested mailings and public distribution sites, and on-site presentations.
- Additionally, HPP will place the provided printed materials in public locations e.g. Court House, Libraries, etc. (Capability 15.1)
- HPP will provide the PHPT with a list of all identified potential volunteers on a quarterly basis. (Capability 15.1)
- The PHPT will designate a contact person and an alternate contact that will communicate with HPP.
- HPP will provide screening of potential volunteers based on the following criteria:
 - Prospect must have attained his/her 18th birthday, or 16th birthday when accompanied by a responsible adult, prior to initial orientation.
 - Prospect must be available for deployment during a Public Health Emergency
 - Prospects will be screened using the US Department of Justice online sex offenders database
- HPP will advise volunteers that they are ineligible if they do not meet the basic criteria and direct them to more appropriate volunteer opportunities, if available.
- The PHPT is solely responsible for final selection or rejection of potential volunteers. The PHPT will advise HPP which volunteers are approved/rejected.
- The PHPT will advise those volunteers who are rejected of their status.

Orientation:

- HPP will hold orientation for those selected when sufficient numbers of volunteers are selected and at a time and place agreed to by HPP and the PHPT. Class size and availability of staff and resources will determine when training will be held. (Capability 15.1)

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- Continued -

- Orientation will consist of a maximum of 3 hours per volunteer.
- A plan will be developed by the HPP staff for positions that require specialized or additional training.
- HPP will work with the PHPT to develop appropriate orientation topics based on State approved materials and requirements.
- The PHPT will produce all orientation materials to be provided to volunteers.
- HPP will distribute the provided orientation materials during the Orientation per the instructions of the PHPT.
- HPP will check each volunteer who completes the orientation against the public US Department of Justice Sex Offenders Registry website by name and Date of Birth.
- HPP will encourage all Medical Professionals who complete Orientation to register with the Texas Disaster Volunteer Registry. (Capability 15.1)

Management:

- HPP will maintain a database of volunteers who were recruited for the Public Health Preparedness Team program. This database will contain contact and orientation status for all volunteers. (Capability 15.1)
- HPP will maintain, as a part of its existing web presence, an informational website for Fort Bend County volunteers and will allow them to track their service hours through the HPP online database.
- HPP will administer the Texas Disaster Volunteer Registry for those volunteers who self-identify as licensed medical professionals. (Capability 15.1)
- HPP will work with the PHPT to facilitate exercises and to identify additional service opportunities for the volunteers. (Capability 1.4)
- HPP recognizes the importance of continued engagement for the retention of volunteers. To that end, HPP will facilitate and promote continuing volunteer opportunities for those who have completed the MRC orientation. (Capability 1.4)
- HPP will develop retention and recognition programs for the volunteers to encourage them to remain active in the program. These programs will include service level recognition, awards, and other methods to increase retention of volunteers.
 - HPP will be responsible for the costs of the retention and recognition programs.
 - HPP will conduct the following retention activities during this contract period:
 - Provide awards under the President's Volunteer Service Award Program to those volunteers who complete and document the required hours of service as described on the national website, <http://www.presidentialserviceawards.gov/> .
 - Facilitate a minimum of one Volunteer recognition event.

Capability Enhancement:

- HPP will work with the PHPT staff to more fully engage the team members from the local Independent School Districts and County employees. (Capability 1.4)
- HPP will promote participation in other local volunteer efforts including, but not limited to,
 - Community Emergency Response Teams
 - Emergency Management Radio Operators Group

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- Continued -

- Citizen Support Teams
- Citizens Police Academy
- Citizens Fire Academy
- HPP will work to develop Special Interest Groups for volunteers in the following disciplines:
 - Medical Response
 - CASPER
 - Mobile Unit Setup Team
 - CORPS Leadership
- HPP will offer Advanced Training in coordination with other local groups. Some of the possible topics include:
 - Incident Command Systems
 - Psychological First Aid
 - SkyWarn
 - START Triage
 - CPR/First Aid
 - POD Leadership
- HPP will, during all training events and through communications with the volunteers, promote the Computer Based Training produced for the PHPT.

Deliverables:

HPP will provide the following:

1. Volunteer Recruiting

- Volunteer recruiting services for the Public Health Emergency Preparedness Team.
- During each reporting period HPP will perform a minimum of the following:
 - Add 30 volunteers to the volunteer roster during each reporting period.
 - Attend 3 meetings related to recruiting of volunteers

2. Orientation

- Provide at minimum one (1) Volunteer Orientations per reporting period.

3. Management

- Perform quarterly updates to the online Fort Bend County Medical Reserve Corps unit profile with the Surgeon General's Office.
- Provide two (2) ID Cards to each volunteer that completes the Orientation program. The ID will include a photo, name, and other identifiers including the MRC and HPP logos. Design to be approved by the PHPT.
- Provide the PHPT with a list of all oriented volunteers whose names and Dates of Birth match the Texas Sex Offenders Registry per the public website ¹ within 30 days of the volunteer's orientation. If for any reason the website becomes unavailable or HPP would incur costs for use of the site, HPP will not provide this service.
- Perform four tests of the volunteer callout system during the contract period.

¹ https://records.txdps.state.tx.us/DPS_WEB/Sor/index.aspx?PageIndex=Search

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- Continued -

4. Capability Enhancement

- Offer two Advanced Training Opportunities per reporting period.
- Facilitate one Special Interest Group meeting per reporting period.

5. Reporting

Provide a budget demonstrating the use of all funds received under this contract. This report will be submitted after the initial payment under this contract is received by the contractor.

Produce activity reports on the following schedule:

Monthly reports:

A report will be due on the 10th of each month outlining prior month activities for the duration of the contract. That report will include:

- Number of volunteers participating in events each month.
- The number of events held each month
- The number of volunteer hours provided during the report month.

Quarterly reports:

Report	Reporting Period Start Date	Reporting Period End Date	Report Due Date
Report 1	Contract Acceptance Date	30 SEP 19	10 OCT 19
Report 2	01 OCT 19	31 DEC 19	10 JAN 20
Report 3	01 JAN 20	31 MAR 20	10 APR 20
Final Report	01 APR 20	30 JUN 20	30 JUN 20

Each quarterly report will include the following data:

- Number of volunteers recruited during the reporting period.
- Number of volunteers completing orientation during the reporting period.
- A complete listing of all volunteer data to date including names, addresses, phone numbers and e-mail addresses (when available).
- Number of orientations completed during the reporting period.
- Copies of all sign in sheets for the reporting period.

All reports will be provided electronically to the PHPT Lead in Excel format using the template agreed upon by the parties.

6. Performance

The deliverables described above represent the minimum performance requirements related to this professional services contract. If Fort Bend County believes HPP has failed to meet these standards during any reporting period, Fort Bend County must notify HPP in writing of the deficiency. HPP will have 15 days from the date the notice is received to rectify the deficiency. If the deficiency is not corrected within 15 days, Fort Bend may reconsider the contract and may terminate the contract by giving appropriate written notice as stated in this contract. Payment for all work done up to the termination date will be due and payable by the date of termination.

Resource Requirements:

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- Continued -

HPP will provide 1 full time equivalent staff with administrative support to perform recruiting, orientation, and advanced training services to the Ft. Bend PHPT. This team member will work closely with the PHPT staff to meet the team's objectives.

Due to the nature of volunteerism, HPP cannot guarantee any specific number of volunteers will be enrolled, oriented, and/or trained. We will make all reasonable efforts to meet the PHPT's goals for volunteers. HPP expects that it may take several years to recruit a complete cadre of volunteers for this project.

HPP has developed instructional materials to meet the objectives for PHPT volunteers. These materials can be customized to meet the specific requirements for Ft. Bend County.

HPP will provide all equipment for presentations related to this project.

Information and Data:

At the end of the contract period, HPP will provide the PHPT with a complete copy of all volunteer data related to this program including names, addresses, contact information, and detailed data relating to activity by the volunteers under this program. A copy of the data will be provided in electronic format and will be the property of the PHPT.

Fee:

The cost to Fort Bend County for the proposed services will be \$72,000. The fee will be paid in five payments. The first payment of \$14,400 must be received by HPP before HPP provides any services under this contract. Four (4) subsequent payments of \$14,400 will be made based on the submission of quarterly invoices submitted with activity reports as described in Section 1 – Deliverables to Fort Bend County Health and Human Services. The period of the program will be from contract acceptance to 30 JUN 20. If either party wishes to change the scope or nature of the services provided under this contract, both parties must agree to the proposed change in writing prior to those changes taking effect.

Payment Due	Amount
Contract Acceptance	\$14,400
10 OCT19	\$14,400
10 JAN 20	\$14,400
10 APR 20	\$14,400
30 JUN 20	\$14,400
Total	\$72,000

HPP shall submit invoices to Fort Bend County and Fort Bend County shall pay each statement within thirty (30) days after the County's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by HPP to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such statement.

Fort Bend County will be responsible for payment in full of all payments outstanding under this contract. All monies paid to HPP are non-refundable.

Prior to the execution of this Contract, HPP has been advised by Fort Bend County, and HPP clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$72,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County.

HPP does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that HPP may become entitled to hereunder

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EXHIBIT B

**DEPARTMENT OF HOMELAND SECURITY STANDARD
TERMS AND CONDITIONS
FY 2019**

2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2019 DHS Standard Terms and Conditions

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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VIII. **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

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XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title V of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794.) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

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2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

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5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.

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- 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
- 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
- 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the

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award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102)

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XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.