



**Alliance of Community  
Assistance Ministries, Inc.  
(dba ACAM)**

**Helping Hands Benefits Application Assistance  
Program (“BAP”) Business Rules**

*Community Enrollment Outreach for Public Safety-Net Benefits for the  
Department of Economic Equity and Opportunity (DEEO) funded  
through Harris County*

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award number SLFRFP 1966 awarded to Harris County, Texas by the U.S. Department of the  
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## I. Background

Poverty is associated with increased risk for negative early childhood outcomes; however, considerable evidence exists documenting the positive impact safety net programs have on children’s wellbeing and outcomes. Harris County has significant need with twenty-six percent (26%) of children living at or below the federal poverty guidelines and sixty-five percent (65%) of County children living at or below 200% of federal poverty guidelines.

Despite the need for and positive impact associated with public safety net programs, Harris County has significant gaps in participation for available programs. As an example, some estimates find that 105,000 - 110,000 Harris County children are likely eligible but not enrolled for the Supplemental Nutrition Assistance Program (SNAP) and that 85,000 Harris County residents are eligible but not enrolled in Texas Medicaid or the Children's Health Insurance Program (CHIP). Other estimates find that nearly 500,000 Harris County residents are eligible for some type of benefit, but are not enrolled, and that there may be up to \$1 Billion in unclaimed benefits in the region. To increase participation in safety net and publicly funded safety-net programs, Harris County is contracting with the Alliance of Community Assistance Ministries (herein “ACAM”) to operate and administer a large-scale enrollment drive program in the County. Through the program, ACAM will serve as a grantmaking intermediary for Harris County, making grants to local 501(c)3 organizations towards the goal of enrolling eligible residents in public benefits programs. A secondary goal of the program is to increase the capacity of local organizations to continue to enroll Harris County residents after the program funds expire.

The federal grant funds for Helping Hands Benefits Application Assistance Program are pursuant to § 603(c)(1)(a) of the American Rescue Plan Act 2021 (Pub. Law 117-2), hereinafter referred to as the “Act” or “ARPA,” a grantee of Coronavirus State and Local Fiscal Recovery Funds may respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, which, pursuant to the Final Rule adopted by the Treasury Department, includes expenditures for the Harris County Helping Hands Program, a program designed to support community-based organizations in launching improved, novel, and increased efforts to contact eligible residents in the County and enroll residents in public benefits programs in response to the COVID-19 pandemic.

BAP Business Rules are designed to clarify the scope of the program, expectations, guidelines and procedures for contracted service providers, implementation, technical assistance, progress reports, and output and outcome reports.

## II. Harris County Helping Hands Benefits Application Assistance Program (BAP) Summary

ACAM supports the deployment of the BAP program throughout Harris County by:

1. establishing and executing a grant program to support community-based organizations in engaging and enrolling eligible Harris County residents who were impacted by the COVID-19 pandemic in public safety net benefits programs,

2. providing technical assistance in the development, interventions, and implementation for applicants and awardees,
3. collecting and reporting services and expenditure data to Harris County at regular intervals and preparing a final report/evaluation of efforts.

The BAP program is built on grassroots outreach methods and client-centered benefits navigation. Providing culturally and linguistically capable one-on-one navigation services is critical for those community-based organizations selected to serve as service provider contractors to leverage their on-the-ground knowledge to best meet the needs of Harris County residents. As such, all contractors will be expected to work in collaboration with one another and with ACAM, Harris County, Texas/United Way 2-1-1 Helpline, and the State of Texas Community Partner Program (CPP) throughout the grant term to report on successes, challenges, emerging issues, and best practices. Contractors will be expected to focus their services on those families who but for outreach and application assistance would likely not achieve a successful submission, resubmission, or appeal. ACAM found that the barriers to successful applications submissions included but were not limited to: 1) literacy skills (both English and digital), 2) availability of resources (time, technology, etc.), 3) necessary supporting documentation, 4) lack of understanding or misinformation related to eligibility, and 5) previous denial, current denial, or lost password access. ACAM will work with a cohort of organizations serving in the grass roots that currently provide assistance to families to navigate the public benefits application process. By supporting service providers' engagement with the Texas Community Partner Program, organizations gain and augment access to the client application process, become certified and provide support that significantly increases the likelihood of successful application submissions and ultimate approval. Applications for the Harris Health Financial Assistance Program (FAP formerly Gold Card) and other programs not run through Texas Health and Human Services are also included. Contracted service providers:

1. Expand existing benefits access capacity to reach a larger number of Harris County residents and/or connect current clients to additional benefits;
2. Expand existing benefits access capacity to reach new/additional/different populations beyond those already well-served;
3. Expand existing benefits access capacity to include new benefits programs for which navigation services are not currently provided;
4. Develop new/additional capacity focused on keeping Harris County residents currently served by the organization enrolled in benefits;

#### A. General Expectations of Service Providers

The general expectations for contracted service providers are listed below. Service Providers are part of a learning cohort which can result in modifications to program implementation. Contracted Service Providers will:

1. Implement plan to achieve the targets for outputs and outcomes based on the plan presented in the response to the request for proposal and during contract negotiations.
2. Follow a workplan and schedule of activities
3. Conduct community outreach activities such as door-to-door information, community events, social media outreach etc...

4. Maintain benefits outreach and navigation staff at all times to ensure consistent program and community support. At least one full-time Benefits Navigator must be dedicated to the program 100% of their work time.
5. Maintain active status with the Community Partner Program and hold, or actively seek to obtain, Level III capability (<https://www.texascommunitypartnerprogram.com/> )
6. Participate in collaborative support model by:
  - a) Participate in one-on-one and group meetings to provide opportunities to increase knowledge about program service delivery and to address specific concerns.
  - b) Participate in Continuous Quality Improvement (CQI) meetings including but not limited to topic-specific training, program updates, cross-agency review of client navigation issues, networking, and resource sharing.
  - c) Accept ongoing technical assistance, on and off site, to address program questions, client functioning concerns, procurement processes, and data/reporting issues.
  - d) Utilize the templates for contracted service providers to expedite program implementation, including job descriptions, outreach materials, referral partner MOUs, etc.
  - e) Deploy standardized protocols for client follow-up. This will be important to the ability to assess the project's progress and outcomes across various demographic groups and geographic locations within Harris County.
  - f) Complete timely and accurate monthly program performance reports (MPR by the 5<sup>th</sup> of the month)
  - g) Complete timely and accurate monthly expenditure reports (MER by the 5<sup>th</sup> of the month) including all necessary backup documentation required for reimbursement
  - h) Comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM) maintain an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier.
  - i) Retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the program in accordance with, 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury.

### III. Program Implementation

The Helping Hands Benefits Application Assistance Program (BAP) is a family-centered benefits navigation program, in which households shall receive one-on-one assistance to access benefits for the adults and children within each family. The intent of the program is to offer application assistance to a wide array of benefits including all those available through Texas Health and Human Services. In general, service providers will:

- A. Outreach - Targeted outreach includes planned and coordinated efforts to communicate information about a host of public benefits and financial assistance programs with an overall intent to increase awareness, participation, and enrollment in the program. This requires a marketing strategy that involves identifying, communicating with, and recording contacts with specific groups or individuals within those most in need of benefits and benefits application assistance. Contracted service providers will provide an outreach plan

- including general outreach (e.g. social media, mailers, flyers etc.) and targeted outreach (sessions on-site or off-site designed to provide information to likely eligible beneficiaries).
- B. Assess eligibility (eligibility for the Helping Hands BAP) and conduct intake in accordance with ACAM procedures. Note that eligibility determinations are made by the proper agency and not by the BAP navigators. For example, Texas Health and Human Services holds all authority to determine eligibility for the programs it administers.
  - C. Creating a comprehensive benefits navigation plan that includes all potentially eligible members of the household.
  - D. Providing direct assistance to ensure household members receive benefits including but not limited to:
    - a. County Financial Assistance Programs (FAP)
    - b. Children’s Health Insurance Program (CHIP)
    - c. Children’s Medicaid
    - d. Children’s Health Insurance Program CHIP Perinatal
    - e. Healthy Texas Women (HTW)
    - f. Medicaid for Pregnant Women (MPW)
    - g. Medicaid for Former Foster Care Children (FFCC)
    - h. Medicaid for the Elderly and People with Disabilities (MEDP)
    - i. Medicaid Adults
    - j. Medicare Savings Plans (QMB)
    - k. Supplemental Nutrition Assistance Program (SNAP)
    - l. Temporary Assistance for Needy Families (TANF)
    - m. Harris County Financial Assistance Program (FAP) (formerly Gold Card)
    - n. Other – other assistance that may be provided but not required include benefits such as Supplemental Security Income (SSI), Housing (e.g. Housing Choice Voucher) and utility assistance (e.g. CEAP), unemployment insurance
  - E. Ensure proper and full entry into the YourTexasBenefits.com portal including all required documentation
  - F. Follow up with families to determine if denied applications require re-submission or appeal
  - G. Provide advanced supportive navigation assistance through the Texas Health and Human Services Community Partner Program (CPP)
  - H. Provide one-on-one assistance with technical issues through the Texas United Way HELPLINE 2-1-1 option 2
  - I. Document the final determination on all applicable applications.
  - J. Coordinating information and referrals for clients needing services in the community.
  - K. Conducting client meetings in-person, over the phone or virtually
  - L. Recording individual and household program data.
  - M. Producing accurate and complete benefits navigation records.

## VI. Sub-Awards Procedures

### A. Sub-Awarding Requirements

ACAM is required to ensure that every sub-award to other nonprofit service providers is clearly identified as a sub-award and that the sub-awards comply with the terms and conditions of the ACAM’s funder. The standards of the funder flow down to ACAM

through its sub-grantees via sub-awards (when allowable) unless the context clearly indicates otherwise. To determine the respective duties and obligations in the sub-award context, ACAM in its role as the intermediary stands in the shoes of the funder. The sub-grantee will comply with the requirements of ACAM unless alternate text specifies requirements for a particular category of sub-grantees (e.g., nonprofit organizations). In its role as a pass-through entity, ACAM facilitates the communications between the sub-grantees and the funder that are necessary for the timely evaluation of matters requiring the approval of the funder. Organizations sub-awarded through ACAM may not subsequently sub-award funds to other organizations.

#### B. Sub-Award Evaluation of Risk

Prior to making a sub-award, ACAM must review the risk posed by grant applicants. ACAM as part of its pre-award risk review may review eligibility qualifications and financial integrity information available through government repositories such as the State of Texas Vendor Performance Tracking System, System for Award Management, and Federal Awardee Performance and Integrity Information System (FAPIIS). Awards may not be made to entities that are subject to government wide suspension or debarment as indicated on the State of Texas Debarred Vendor List or System for Award Management (SAM).

The evaluation of risks posed by applicants may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If ACAM determines that a sub-award will be made, specific conditions that correspond to the degree of risk assessed may be applied to the sub-award agreement. In evaluating risks posed by applicants, ACAM may use a risk-based approach and may consider any items such as the following:

- (1) financial stability;
- (2) quality of management systems and ability to meet the management standards;
- (3) the applicant's record in managing state and Federal awards, if it is a prior recipient of state or Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous state and Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- (4) reports and findings from audits performed;
- (5) the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on the grantee and sub-grantees;
- (6) the sub-grantee's prior experience with the same or similar sub-awards;
- (7) the results of previous audits including whether or not the sub-grantee receives a Single Audit prepared in compliance with the Uniform Guidance, and the extent to which the same or similar sub-award has been audited;
- (8) whether the sub-grantee has new personnel or new or substantially changed systems; and
- (9) the extent and results of previous monitoring (e.g., if the sub-grantee also receives awards directly from the funder). ACAM will consider imposing specific conditions upon a sub-grantee, if appropriate.

C. Additional specific award conditions may include the following:

- (1) based on the criteria used for the Pre-award Risk Review of Applicants section; when an applicant or sub-grantee has a history of failure to comply with the general or specific terms and conditions of an award;
- (2) when an applicant or sub-grantee fails to meet expected performance goals as described in the sub-award; or

D. Additional award conditions may include the following:

- (1) requiring payments as reimbursements rather than advance payments;
- (2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (3) requiring additional, more detailed financial reports;
- (4) requiring additional project monitoring;
- (5) requiring the sub-grantee to obtain technical or management assistance; or
- (6) establishing additional prior approvals.
- (7) ACAM must include any additional requirements necessary for ACAM to meet its own responsibility to the funder including identification of any required financial and performance reports.

E. Monitoring

ACAM must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. ACAM monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by ACAM.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from ACAM detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from ACAM as required.

Depending upon ACAM's assessment of risk posed by the sub-grantee as described in the Evaluation of Sub-grantee's Risk of Noncompliance section, the following monitoring tools may be useful for ACAM to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) providing sub-grantees with training and technical assistance on program-related matters;
- (2) performing on-site reviews of the sub-grantee's program operations; and
- (3) arranging for audit services.

ACAM must verify that every sub-grantee is audited as required by the funder when it is expected that the sub-grantee's state awards expended during the respective fiscal year equaled or exceeded the threshold set forth in the Audit Requirements section. Further, ACAM must consider whether the results of the sub-grantee's audits, on-site reviews, or



other monitoring indicate conditions that necessitate adjustments to ACAM's own records. ACAM must consider taking enforcement action against noncompliant sub-grantees.

## V. Contracts for Services

ACAM may issue competitive Requests for Proposals (RFP) for the procurement of services. RFPs may cover one or more aspects of the provision of services under a program and will be subject to the following requirements:

- 1) Requests for proposals will be publicized and identify the evaluation factors and their relative importance.
- 2) Response adhering to guidelines of an RFP will be evaluated. Every effort will be made to solicit proposals from an adequate number of qualified sources.
- 3) ACAM will utilize its written method for conducting technical evaluations of the proposals received and for selecting contractors.
- 4) A contract will be awarded to the responsible organization whose proposal is most advantageous to the program, with price and other factors considered.

ACAM's programs have a process and design for management, distribution, and performance of sub-contractors. By formalizing the process, each program ensures that eligible households seeking assistance are able to receive the same quality and level of assistance across ACAM's programs. This also ensures the most efficient use of funding and resources that allow the program to reach households within our community with the highest need. Programs are generally designed to ensure impactful services for eligible households that can demonstrate the need for assistance.

Contractors are procured and approved by a selection committee. Contractors are selected based on criteria outlined in these rules and the RFP. There may be an option for contract extension and/or renewal based on performance toward outcomes and overall contract performance. Contractors may not further sub-contract for the same services with awarded funds and must directly provide all services proposed unless otherwise indicated in the vendor contract.

Contractors are selected on their ability to adhere to program procedures and meet the expectations of the program as outlined in these business rules and the issued RFP. Contractors must also ensure compliance with the written guidance for the program. In addition, all contracts will include addenda referencing:

- 1) (2 CFR Part 200) require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 -"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  1. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

Overall project management for each program is conducted by ACAM. ACAM staff are assigned to the program to ensure the program is on track to achieve its goals as outlined. The project manager also serves as the point person for the program and manages any communication or process concerns identified and is responsible for troubleshooting.

## VI. Allowable Costs (Eligible Uses)

Funds can be used for outreach to eligible households and direct assistance in the application process for public benefits and related financial assistance programs. Direct assistance with basic needs is not an allowable use of funds under the Helping Hands Benefits Application Assistance Program. Organizations may dually enroll families in other programs that provide basic needs and other services so long as the cost for such services is covered under other programs. The following is a list of services for which ACAM has authorization to incur expenses.

- A. Personnel – direct navigation staff time dedicated to outreach, direct benefits navigation assistance, and client follow up, monthly reporting, participation in evaluation, benefits access training and required meetings.
- B. Payroll Taxes – payroll taxes related to the direct navigation staff proportionate to the amount of time spent on the program
- C. Benefits – fringe benefits proportionate to the direct services staff time spent on this program
- D. Supervision – a maximum of 20% of the direct supervisor’s time related to the supervision of the program
- E. Supervisor Payroll Taxes - payroll taxes related to the supervision of direct navigation staff proportionate to the amount of time spent on the program
- F. Travel - mileage reimbursement for navigators and direct supervisors to required program training, meetings and to sites for client outreach and enrollment at the IRS mileage rate that are documented with the purpose and proof of mileage (e.g. odometer readings) and duly authorized by management.
- G. Equipment – purchase or lease of equipment such as tablet and computers for direct service navigation staff responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200.
- H. Supplies – items used for the program with an acquisition cost less than the lesser of the capitalization level established for financial statement purposes or by the non-Federal entity, or \$5,000, regardless of the length of its useful life. Contractors and sub-awardees responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200.
- I. Contractual – Services needed for the program. Contractors and sub-awardees are responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200.
- J. Administration/Indirect Cost – Contractors and sub-awardees are responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200.

## VII. Performance Targets and Outcome Measures

ACAM and its contracted service providers maintain data for the program which include but not limited to:

- A. Household unique identification number
- B. Individual unique identification number

- C. Number of people and households provided with targeted outreach (the number of events, actual contact with a person, and number of people who receive information about public benefits),
- D. Number of people and households assisted with benefits applications (this applies to every household member for whom a benefit will apply),
- E. Number and type of benefit applications submitted that are new applications or renewal applications (new applications are defined as applications that have expired or have never before been approved for a particular individual)
- F. Number and type of new applications that were approved and number and type of renewal applications approved based on evidence at follow up
- G. Number and type of new applications that were denied and number and type of renewal applications denied based on evidence at follow up
- H. Type and number of applications submitted with complete backup (see list in Section III D),
- I. Demographics including race and ethnicity,
- J. Age at date of service (infant 0+–12 months old, toddler 1+–5 years old, kids 5+–12 years old, teens 12+–18, young adult 18+–25, adult 25+–65, older adult 65+–85 years old, elderly >85+ years old)
- K. Other special populations (disabilities – applies to both adult and children in the household who have a disability including mental illness, neurological difference or other diagnosed disability)
- L. Household income,
- M. Household composition (number of adults, children, etc), and
- N. Number of households and people by zip code

Personally Identifying Information (PII) – sub-awardees and contractors will be required to collect information on the household and clients served. Agencies must have effective privacy procedures and systems that safeguard PII. ACAM will not be directly collecting PII as part of the monthly performance reporting. However, each contracted service provider will be required to be able to produce necessary documentation and information for audit and monitoring purposes. The unique household and client IDs must be linked to records such that client records can be produced for review.

## VIII. Reporting Requirements

ACAM has established reporting requirements for contracted service providers. Additional information is provided to awarded sub-grantees or contractors. In general, monthly invoices must be accompanied by the monthly performance reports (MPR) and monthly expenditure reports (MER) which are due via electronic submission. Failure to submit any report or monitoring response required by the contracted service provider may result in suspension of payments or termination of agreements. ACAM may include other requirements as indicated in issued contracts. Reports will be subject to the terms outlined in the sub-award or service contract agreement.

## IX. Client Eligibility

The US Department of Treasury issued the Final Rule (IRF) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established under the American Rescue Plan Act (ARPA)

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. The American Rescue Plan Act (ARPA) of 2021 allocated \$65.1 billion in direct funding to every county, parish and borough across the country through the State and Local Fiscal Recovery Fund (SLFRF). The U.S. Department of Treasury (Treasury) issued two final rules in 2022 and 2023 to guide the eligible uses of SLFRF funds and the timeline for the obligation and expenditure. On March 29, 2024, Treasury released a new obligation Interim Final Rule (IFR) along with corresponding FAQs to address counties' questions and provide additional clarification on some key topics including obligations around personnel expenses, reclassifying funds and subrecipients. NACo tirelessly advocated for the additional flexibility granted by the new Obligation FAQs. Beneficiaries (individuals receiving services) must meet two basic eligibility requirements:

- A. Individuals receiving services must be residents of Harris County and
- B. express the need for application assistance.

Since Helping Hands Benefits Application Assistance Program targets a “class” of individuals that will qualify for public safety net benefits, the interim final rule permits certain programs to presume households that are low- or moderate-income experienced a negative economic impact from the pandemic. Therefore, Harris County residents receiving assistance to access public safety net benefits and financial assistance programs are “presumed eligible” for the program.

- A. Income Guidelines – sub-awardees and contractors are required to determine household income. The program defines low to moderate income as households with income at or below sixty-five percent (65%) of the Area Median Income (AMI) for Harris County based on the most recently published data by HUD.
- B. The following table demonstrates the expected income threshold for the “class” of beneficiaries served with Helping Hands BAP. These limits are provided for guidance purposes. The calculation of income for the proposed “class” of beneficiaries is not an eligibility requirement but rather a required data set.

<b>FY 2024 Helping Hands Benefits Application Assistance Program (65%) Table (SLFRF)</b>								
<b>Median</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>	<b>8 Person</b>
\$77,400	\$35,230	\$40,300	\$45,305	\$50,310	\$54,340	\$58,370	\$62,400	\$66,430

Effective April 01, 2024

[https://www.huduser.gov/portal/datasets/il.html#data\\_2024](https://www.huduser.gov/portal/datasets/il.html#data_2024)

Note: The income limits are published every year between March and June.

It is the responsibility of sub-awardees and contractors to regularly review the income limits for changes and deploy the correct income limits.

- A. Point of Enrollment – beneficiaries of the program are considered enrolled once the household’s data has been recorded in the household data set (Client Entry-Exit Form) which is used to produce the Monthly Performance Report (MPR). The households which are entered into the Client Entry-Exit Form are the beneficiaries who receive assistance with application(s), which applies to every member of the household for whom benefits are being sought. For example, if a household of three is applying for SNAP for every household member, then the set of clients for whom services will be rendered is one household and three individual clients. Once the minimum data set described in Section VII is collected and recorded, enrolled beneficiaries may receive assistance with applications and follow-up. The following sections describe the standard process for calculating household income as part of the minimum data set.

**B.** Annual income is defined as follows: All amounts, monetary or not, that go to or are received on behalf of the family head, spouse or co-head (even if the family member is temporarily absent), or any other family member; or all amounts anticipated to be received from a source outside the family during the 12-month period following enrollment. The following guidelines are covered in more detail in the HUD Occupancy Handbook Chapter 5: Determining Income & Calculating Rent [https://www.hud.gov/sites/documents/DOC\\_35649.PDF](https://www.hud.gov/sites/documents/DOC_35649.PDF). The following information is only meant for general information only.

a. Household's Monthly Income

i. Income reported for thirty (30) days will be annualized based upon the provided 30-day documentation. Except as documented below, the documentation should be no more than ninety (90) days old.

1. Alimony
2. Cash Income (certification)
3. Gross Pay at time of application: Pay stubs covering the most recent thirty (30) day-period or current letter from employer verifying gross wages (pay rate, hours/week, pay date)
4. Current Pension/Retirement Benefit letter (if applicable)
5. Investment income
6. No Income (certification)
7. Pension
8. Retirement
9. Self-Employment (certification)
10. Social Security
11. Unemployment compensation
12. Child support
13. Temporary Income, considered temporary, nonrecurring, or sporadic in nature (including gifts).

b. Methods to annualize for part-time and full-time gross income

1. Weekly pay: 4 pay stubs: Add the four gross amounts of each stub and divide by four for the weekly average. Multiply the weekly average by 52 to arrive at the gross annualized income.
2. Bi-weekly (every two weeks) pay: 2 pay stubs: Add the two gross amounts of each stub and divide by two for the bi-weekly average. Multiply the bi-weekly average by 26 to arrive at the gross annualized income.
3. Semi-monthly (twice per month) pay: 2 pay stubs: Add the two gross amounts of each stub and divide by two for the semi-monthly average. Multiply the semi-monthly average by 24 to arrive at the gross annualized income.
4. Monthly pay: One pay stub: Multiply gross amount by 12 to arrive at the gross annualized income

c. Certification of Zero Income – For those households that report no income in the last 30 days, a certification of zero income may be used to affirm the household's

income as zero. Note, if there are multiple adults in the household, a certification of zero income is required for each adult, if applicable.

d. Determining Household Size

When determining the number of household members and annual household income:

1. Minor children are considered household members. Earned income of minor children is not considered as part of total annual household income.
2. Minor children who are subject to shared custody agreements may be counted as household members if the minor child lives in the residence at least 50% of the time.
3. Temporarily absent family members are considered household members and their income is considered in calculation of household income, regardless of how much the temporarily absent family member contributes to the household.
4. Paid, non-related, live-in aides, whether paid by the family or through a social service program, are not considered household members. The income of live-in aides is not considered in the calculation of household income. Related persons do not qualify as live-in aides.
5. Permanently absent family members, such as a spouse who resides permanently in a nursing home, may be considered a household member, at the discretion of the head of household/program applicant. If the head of household opts to include a permanently absent family member in the household, the income of the permanently absent household member will be counted in the calculation of annual household income. If the head of household chooses not to include the permanently absent family member as part of the household, the income of the permanently absent family member will not be considered in the calculation of annual household income.

## X. Client Termination Policy & Procedure

Cause for termination or suspension includes failure to comply with terms of the program, failure to abide by the requirements of the service provider and/or the identification of possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies. Provisions for termination is clearly stated in the signed Program Agreement completed upon initial assessment. Termination from the program may not necessarily prevent the provider from providing future assistance to the client. See **Appendix A** ACAM Client Termination Policy for more detail.

## XI. Grievance Procedure for RFP Respondents

The purpose of the grievance procedure is to settle any grievance between an RFP respondent and Alliance of Community Assistance Ministries, Inc. (ACAM), as quickly as possible to assure efficient and fair procurement. See Grievance Procedure for RFP Respondents to ACAM's Program in **Appendix B**.

# GENERAL PROVISIONS

## I. Procurement Policies

In accordance with ACAM's Procurement Policy, an outside consultant or contractor is prohibited from submitting a competitive proposal for services in which the consultant or contractor was a designer or reviewer. Applicants may be required to submit a disclosure of the nature of any perceived or actual conflicts of interest as part of the proposal or contract. Submitting a disclosure does not disqualify the applicant from consideration; however, ACAM may request a conflict-of-interest mitigation plan upon review of the application. ACAM also maintains a competitive procurement process including a Grievance Procedure for RFP Respondents to the Program provided in **Appendix B**.

### A. Audits, Documentation and Records Retention

Maintain records in accessible location for five (5) years after expenditure of all funds from the current contracted program year. The service provider agrees to house the records for the required retention period. Service providers shall produce records for review by ACAM as needed, and will comply with requests and records reviews from ACAM, the funder, Treasury and its representatives as requested.

- 1) Sub-awardees and contractors shall establish and maintain records sufficient to enable the funder and its representatives to (1) determine whether the sub-awardee and contractor has complied with the agreement, applicable Federal statutes and regulations, and the award terms and conditions and (2) satisfy recordkeeping requirements applicable to the contract through regulations and guidance(s) issued by the U.S. Department of the Treasury.
- 2) ACAM, Harris County, any Federal agency (including without limitation any federal Inspectors General), the Comptroller General of the United States, or any of their authorized representatives (each an "Auditor"), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of the sub-awardee or contractor in order to make audits, examinations, excerpts, and transcripts related to the agreement for services. Sub-awardee and contractor shall cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation sub-awardee's or contractor's backup and support data related to the work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access also includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. All payments made are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- 3) All sub-awardees, contractors and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.
- 4) To the extent required by, and in accordance with, 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, sub-awardees, contractors and subcontractors shall retain sufficient records, which may include, but are not limited

to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Subject to, and in accordance with the requirements set forth and in accordance with 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, records shall be maintained by sub-awardees/contractors for a period of five (5) years after this Agreement has ended and the work has concluded.

- 5) Sub-awardees, contractors and subcontractors, as of thirty (30) days after the completion of the program, will transfer all documents to ACAM and retain copies of such records for the required retention period.
- 6) Sub-awardees, contractors and subcontractors shall include this provision in all subcontracts and consulting agreements executed in support of this Agreement, thereby giving any Auditor the right to perform examinations, studies and audits of all subcontractor and consultants paid from funds under this Agreement.

## Appendices

Appendix A. ACAM Helping Hands Benefits Application Assistance Program Client Termination Policy

Appendix B. Grievance Form for ACAM Helping Hands Benefits Application Assistance Program RFP Respondents

Appendix C. ACAM Benefits Application Assistance Program (BAP) Program Financial Reporting Policies and Procedures

Appendix D. ACAM BAP Policies and Procedures Helping Hands Benefits Application Assistance Program Reporting



## Appendix A. ACAM Helping Hands Benefits Application Assistance Program Client Termination Policy

### **ACAM Helping Hands Benefits Application Assistance Program Client Termination Policy**

Cause for termination or suspension includes failure to comply with terms of the Program Agreement, failure to abide by the requirements of the agency and/or the identification of possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies. Provisions for termination is clearly stated in the signed Program Agreement completed upon initial assessment. Termination from the program may not necessarily prevent the provider from provision of future assistance to the client.

**Termination Procedure:** First, the Case Manager sends a warning letter by certified mail that clearly states the reason for which the client is in noncompliance and in danger of being exited from the program; if clients are encouraged to contact the Case Manager to discuss options for becoming compliant; and the time period in which this must be completed. If after the specified time the client is still noncompliant, the Case Manager shall request a Case Staffing Meeting and recommend that the client be exited. If the Case Staffing group agrees, the Case Manager would send a second certified letter that clearly states the reason for which the client is in noncompliance and being exited from the program; the process for filing an appeal; and the time period in which this must be completed.

**Appeals Process:** If a client wishes to appeal and present objections, the client must request an appeal with the Case Manager within seven (7) business days from the date of the termination letter. The Case Manager then sets up a Case Staffing Meeting. If the client does not attend the hearing or attends but fails to bring sufficient evidence of compliance or reason for non-compliance, they will then be exited from the program.

Any applicant/ client denied admission or terminated from services provided under the program has the right to appeal the decision. All applicants/ clients who are denied admission or continuation of services will be informed at the time of the denial/termination of their right to appeal the decision. The applicant/client will be supplied with a denial/termination letter, a copy of this procedure, and a blank appeal form. Applicants/Clients wishing to appeal the decision must inform the Case Manager and complete the appeal form within seven (7) business days of the date on denial/termination letter.

The applicant/client and appropriate Contractor Program Director will arrange a mutually agreeable date and time for the applicant/client to present his/her appeal at the Case Staffing Meeting. Applicants/Clients may present an appeal in writing or orally and may choose to bring a friend or advocate to the meeting. The applicant may also present any new information relevant to the denial of application or termination for non-compliance.

The Program Director name will notify the Case Manager of his or her decision within five business days of the Case Staffing Meeting and will inform the applicant/client in writing of the final determination. Final determination will be sent to the applicant/client by certified mail, receipt requested.

## Appendix B. Grievance Procedure for RFP Respondents to ACAM's Helping Hands Benefits Application Assistance Program

### **Grievance Procedure for RFP Respondents to ACAM's Helping Hands Benefits Application Assistance Program**

#### **Purpose**

The purpose of the grievance procedure is to settle any grievance between an RFP respondent and Alliance of Community Assistance Ministries, Inc. (ACAM), as quickly as possible to assure an efficient and fair procurement.

#### **Eligibility**

A grievance may be filed by any proposer that claims it has been adversely affected by:

1. The score assigned by the Independent Review Team.
2. Improper application of ACAM business rules, regulations and/or procedures.

#### **Procedure for Filing Respondent Organization Grievances**

The following steps must be followed in the order given. Time limits shall begin on the first working day after the applicable occurrence, filing, appeal, response, or recommendation. Working days shall not include weekends or national holidays.

##### **Step 1**

To be considered, a grievance must be filed in writing with ACAM within 24 hours preliminary contract award announcement. This written grievance should be sent to Sarah Malcolm, Director of Resiliency Programs at [smalcolm@acamweb.org](mailto:smalcolm@acamweb.org). ACAM has forty-eight (48) hours from receipt of the grievance form to respond to and resolve the grievance.

##### **Step 2**

If the respondent organization is not satisfied with the proposed resolution the respondent organization has twenty-four (24) hours to file an appeal with the ACAM Grievance Committee.

The Grievance Committee has forty-eight (48) hours to investigate, talk with the grievant and respond in writing using the official form.

#### **General Provisions**

The Grievance Forms provided by ACAM should be used in pursuing a resolution of the grievance.

The respondent organization may represent itself or be represented by a chosen representative when presenting the organization's grievance.

GRIEVANCE FORM FOR ACAM HELPING HANDS BENEFITS APPLICATION  
ASSISTANCE PROGRAM RFP RESPONDENTS

**Grievance Form**

Respondent Organization: \_\_\_\_\_

Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

We have discussed this complaint with Director of Resiliency Programs and received her verbal answer on (date) \_\_\_\_\_. Because this answer is unacceptable to us, we wish to file a formal complaint.

Nature of grievance. Explain how your organization was unfairly treated including names and dates. (Use additional pages if needed.)

A just and fair solution of our grievance is:

We understand that if we wish to further appeal our complaint, we have twenty-four (24) hours from response to submit a grievance form to the next level of appeal. Grievances not appealed timely are considered settled at the previous level.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Grievance Form Response from ACAM's Grievance Committee**

Respondent Organization: \_\_\_\_\_

Respondent Representative: \_\_\_\_\_

ACAM's Grievance Committee Response to Respondent Organization's Complaint:

Grievances not appealed timely are considered settled at the previous level.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Appendix C. ACAM Benefits Application Assistance Program (BAP) Program Financial Reporting Policies and Procedures

### I. Overview:

- A. Benefits Application Assistance Program (BAP) contracted organizations must submit to the Alliance of Community Assistance Ministries (ACAM) a BAP Monthly Expenditure Report and Request for Payment (MER) Form provided by ACAM. The workbook as well as a PDF of the Request for Payment/MER worksheet will be submitted monthly.
- B. The MERs are due on or before the fifth (5th) day of each month of the contract term. If the 5<sup>th</sup> falls on a weekend or holiday, the reports must still be submitted on or before the 5th. Reports may be submitted early.
- C. As new BAP guidance is made available, contracted organizations may be required to submit additional data or reports to ACAM.
- D. ACAM will report the performance and expenditure information submitted by contracted organizations to Harris County and will use the data to improve the ACAM BAP program.
- E. **Contracted organizations must carefully read all instructions contained in this document.** The instructions must be read in conjunction with a copy of the MER & Request for Payment.

### II. Monthly BAP Expense Reporting:

Contracted organizations must keep information on how BAP funds are expended according to the BAP budget and eligible activities. Below is a summary of steps to follow to report financial data into the MER.

#### *Summary of Steps to Report Financial Data:*

Step 1: Expend according to budget and eligible activities.

Step 2: Record expenditures in contracted organization's general ledger and books of account.

Step 3: Enter monthly data into the *Line Item Expense Report* first

Step 4: Complete the *Summary Expenses Report worksheet from the data on the Line Item Expense Report*

Step 5: Complete the MER worksheet. Produce a pdf of the *MER & Request for Payment*. Sign the pdf.

Step 6: Compile evidence of expenditures cited in the MER for payment. Produce a PDF and label all supporting documents in accordance with these procedures. This includes all supporting documentation represented in the request for reimbursement. Assemble in the order of expenses on the *Line Item Expense Report*.

Step 7: Submit the MER Excel workbook, a signed PDF of the corresponding MER/Request for Payment Worksheet and the PDFs of supporting documentation by email to Abi Bankole of Bankole, Okoye & Associates, P.C., ACAM's accountant ([ABankole@boacpas.com](mailto:ABankole@boacpas.com)) and copy Dayna Santana, Director of Financial Operations and Reporting ([dsantana@acamweb.org](mailto:dsantana@acamweb.org)).

Step 8: Use financial data to meet expenditure targets that are outlined in the contract with ACAM.

### III. General Guidelines:

- A. **Contracted Budget.** The purpose of including the contracted budget worksheet in the MER workbook is to facilitate timely and complete expenditure of all funds. Budget numbers are linked to other worksheets in the workbook.
- B. **Budget Amendment Request:** BAP budget amendments will not be accepted during the term of the contract.
- C. **No Match:** There is no match requirement for BAP. If you would like to use the BAP workbook to track matching funds needed to run the program, for your own purposes, you may add this information. Please do not submit any matching funds or expenses to ACAM or ACAM's contract accountant, Abi Bankole.
- D. Additional resources in MER workbook. There are 2 worksheets within the MER workbook to guide contracted organizations in completing the monthly worksheets and understanding eligible expenses and proper documentation. These worksheets are *Source of Dropdown Menus* and *Eligible Uses and Descriptions*.

#### **IV. *Line Item Expense Report:***

- A. **Purpose:** The purpose of the *Line Item Expense Report* is to record every separate transaction for the month for which reimbursement is sought. This report is cumulative for the entire contract term. The report due date column will inform ACAM as to which period each expense was reported. For each expense, the total charged to BAP is recorded. The *Line Item Expense Report* will also indicate the order in which supporting documentation is to be compiled and submitted. Supporting documentation of BAP expenses shall be submitted in one PDF. (See section IX of this document for more information about supporting documentation.)
- B. **Proof of payment:** ACAM requires that all expenditures have sufficient supporting documentation. Contracted organizations must submit copies of canceled checks to show that payments made by the organization also cleared their bank account. The *Line Item Expense Report* requires the contracted organization to indicate if a canceled check has or has not been attached as supporting documentation. ACAM strongly encourages contracted organizations to utilize electronic banking records to obtain proof that payments have cleared the bank for as many of the current month's expenditures as is feasible. Although not required in the current month's reporting, ACAM will disallow any expenditure that has not proven to clear the bank by the second reporting period (approximately 60 days after the issuance of a check). At this time, the contracted organization shall update the *Line Item Expense Report* to show that the cleared checks were delivered to ACAM from a prior reporting period. If by the third reporting period (i.e. after the prior two months) ACAM has not received verification that expenditures have cleared the bank, then those amounts shall be disallowed, and the current month's payment adjusted to reflect the disallowed expense.

#### **V. *Summary Expense Report:***

**Purpose:** The purpose of the Summary Expense Report is to provide summary calculations that allow for review of the expenses entering the MER. Most data entry takes place in more detail in the *Summary Expense Report* and the MER should auto-fill. There is 1 *Summary Expense Report* and 1 *MER* for each month of the contract. If a contracted organization encounters a problem with the calculations from the *Summary Expense Report*

not populating the MER correctly, please contact ACAM's Director of Financial Operations and Reporting for assistance. Record of adjustments must be clearly described in the space provided on the MER. Supporting documentation must be provided in a separate PDF file labeled with the initials of the organization, the word "Adjust" and the due date for the report in which the adjustment is being recorded. For example, an adjustment identified in December 2021 due to an error in October 2021 would be reported on the MER due in January 2022. Supporting documentation as a PDF shall be submitted for the adjusting entry labeled with the contracted organization organization's initials, the due date of the report, and the word "Adjust" (i.e. XYZ Org 1-1-22 Adjust).

## **VI. MER & Request for Payment:**

- A. **Purpose:** The purpose of the *MER & Request for Payment* is to collect monthly information into an invoice format. ACAM uses this to consolidate all contracted organization information and issue reimbursement payments. In the Excel MER workbook, there is 1 *Summary Expense Report* and 1 *MER* for each month of the contract.
- B. **Information and Approved Budget:** Contracted organization's name and address information should be verified and corrected if needed. Budget columns should be auto-populated from the Contracted Budget worksheet and should accurately reflect the contracted organization's most current approved BAP budget.
- C. **In the "This Month's Request" column:** Verify that the actual expenditures for the month being reported are correctly tying to the *Summary Expenditure Report*. If they do not properly link, please correct or contact ACAM's staff for support.
- D. **In the "Adjusted" column:** Enter the dollar amounts that need to be added or subtracted, to adjust for data reported in prior months' reports. This should correct the cumulative data. The Adjusted column allows contracted organizations to adjust expenditures based on account reconciliation and to enhance the accuracy of the cumulative data in each MER. If data is entered in the Adjusted column, an explanation for the adjusted data must be entered in the *Reason for Adjustment box* in the Information Certification and Approval section at the bottom of the report. In addition, contracted organizations shall attach supporting documentation for the adjustment. Any needed changes to prior months' MERs shall take the form of an adjustment in the current month's report. Please do not re-do or re-submit "corrected reports" for months already submitted unless asked to do so by ACAM's accountant or assigned staff.
- E. **In the "Cumulative" column:** Formulas in this column will auto-calculate, based on the data reported by contracted organizations in the Monthly and Adjusted columns of the current report and expenditures from previous reports. If cumulative totals do not match the contracted organization's accounting, formulas may have become corrupted. These can be corrected or ACAM's staff can correct them.
- F. **In the "Funds Remaining" column:** Formulas will auto-calculate the funds remaining based on the budget and actual expenses.

**G. Budget Categories in the MER & Request for Payment:**

Please review your organization's contract to ensure that only contracted services are submitted for reimbursement.

1. Personnel
2. Travel
3. Equipment
4. Supplies
5. Contractual
6. Administration

**VII. Supporting Documentation and Attachments:** Contracted organizations shall keep on file original documents supporting all program-related expenditures. Contracted organizations shall maintain an accounting system that separately accounts for program-related transactions including program income. As a minimum requirement, the contracted organization shall maintain a journal and general ledger. No specific type of books of account is required as long as it provides for accurate, current and complete disclosure of financial results.

A. **BAP Forms:** Sample forms that have been provided for contracted organization to use in preparing and supporting monthly reports include:

- a. *BAP Timesheet.*
- b. *BAP Payroll Allocations Worksheet.*
- c. *Check Request Form.*

B. **Supporting Documentation for Payroll:** Complete and submit the *Payroll Allocations Worksheet* monthly along with all supporting documentation for personnel expenses, or a printout from your system that fully matches and supports your timesheets and other supporting documents. Copies of *Functional timesheets* or *Personnel Activity Reports* must be included showing hours allocated to each funding source, especially BAP, for each employee and each pay period billed.

1. **Timesheets:** Timesheets must include, at a minimum, organization's name, employee's name, employee's title, pay period, total hours in pay period, how many hours were worked on the BAP program, signature and date of employee, signature and date of the supervisor.
2. **Payroll:** Information on the *Payroll Allocations Worksheet* and payroll register must contain the following:
  - a. Pay period that conforms with budget
  - b. Name of organization submitting
  - c. Employee name
  - d. Position or classification that conforms with budget
  - e. The employee's rate of pay and gross pay that conforms with budget
  - f. All deductions
  - g. Net pay
  - h. Copy of payroll checks (for direct deposited payroll, a certified copy of the payroll register with budgeted personnel highlighted will suffice).



Time sheets and supporting documents shall also be retained by your organization for future audits.

3. **Payroll Taxes & Fringe Benefits:** ACAM shall use the guidelines set out in the Uniform Guidance *2 CFR Part 200* as a standard for determining eligible benefits. The following costs are classified as fringe benefits. Please prepare the *BAP Payroll Allocations Worksheet* that calculates the fringe benefits as a **percentage** of total salary dollars for your agency. Please submit the following documentation of your fringe benefits:
  - a. Insurance premiums: invoice required
  - b. State Unemployment Tax: invoice or equivalent required
  - c. Workmen's Compensation: invoice required – usually detailed in payroll reports
  - d. Other: all applicable documents required

- C. **Supporting Documentation for Payments:** With each MER, submit back-up documentation of all other payments. When assembling back-up information to support a payment, think through the process like an auditor: what documents would connect the payment and what proof would demonstrate that the organization followed the request all the way to the payment and proof that this payment was cashed and cleared the organization's bank account.

**VIII. Document Submission:** All monthly financial reports are due on or before the **5th day** of the month. Reports should be sent to Abi Bankole, ACAM Accounting Consultant: [ABankole@boacpas.com](mailto:ABankole@boacpas.com) and copy Dayna Santana, Director of Financial Operations and Reporting ([dsantana@acamweb.org](mailto:dsantana@acamweb.org)). For technical assistance, please contact Mr. Bankole by email or phone at 281-741-7900 or Dayna Santana at [dsantana@acamweb.org](mailto:dsantana@acamweb.org)) 713-341-5336.

- A. It is imperative that all MER and Request for Payments be signed.
- B. Any delay in financial or program reporting will delay processing of invoices. Both Monthly Performance Reports (MPRs) and Monthly Expenditure Reports (MERs) must be accurate and submitted on time before invoices will be processed.
- C. Items billed that are disallowed expenses will require a revised MER to be submitted with corrections and all backup documentation in the next month's billing. Supplemental billings will not be accepted.
- D. ACAM's accountant will notify the contracted organization of any missing backup documentation. Contracted organizations will have 24 hours to submit the missing information. If it is not received by that time, a payment may be denied or the contracted organization may be issued payment with a deduction for the unsupported expenditures and the contracted organization will have to report the items as an adjustment in the next month's report.

- E. **Labeling Documents to be Submitted Electronically:** Each month the contracted organization shall submit a minimum of three (3) electronic files which shall be labeled by using the initials of the contracted organization, the due date, and then the content description as shown below.

EXAMPLE: XYZ Organization would label the reports being submitted in December 2021 for the prior month of November (for example) as follows:

**XYZ 12-1-21 MER** (*Excel version including the applicable worksheets*)  
**XYZ 12-1-21 MER Request for Payment** (*signed PDF version*)  
**XYZ 12-1-21 SD EXP** (*SD stands for Supporting Documentation*)  
**XYZ 12-1-21 SD-PAYROLL** (*SD stands for Supporting Documentation*)  
**XYZ 12-1-21 CLEARED CKS** (*if applicable, once checks have cleared*)  
**XYZ 12-1-21 ADJUST** (*only needed if there is an adjustment for a prior period being reported on the current month MER*)

All supporting documentation shall be submitted in the same order as the ***Line Item Expense Report*** including all checks, check requests, invoices, procurement documents etc... For example, if the first entry on the ***Line Item Expenditure Report*** is payroll for the case manager then the first set of documents in the Supporting Documents PDF file (SD stands for Supporting Documents) shall be the proof of payroll payment, the signed BAP Timesheet, the BAP *Payroll Allocations Worksheet* (if your payroll system does not separate BAP payroll costs from other programs), and all other related payroll documentation.

- F. **Request for Payment Limitations:** All requests for payment shall be paid up to the total amount of allowable costs. All unresolved exceptions shall be removed from the reimbursement request or reduced to the allowable amount.

## IX. Other Accounting Requirements

- A. Reconciliation is the responsibility of every contracted organization. Contracted organizations shall reconcile monthly.
- B. Contractors shall submit to ACAM the following within 180 days (6 months) after fiscal year end:
1. **AN INDEPENDENT AUDIT** by an external CPA that includes an examination of BAP funds within the audit's scope including audited financial statements; or
  2. **A SINGLE AUDIT ACT REPORT** (if applicable – federal funding threshold is \$750,000 – State funding threshold is \$500,000) in compliance with OMB single audit including audited financial statements and auditor's management letter and response from the agency's Board of Directors for each fiscal year spanned by the contract; and
  3. **AUDITOR'S MANAGEMENT LETTER**, including management responses, if applicable, from the contracted organization's Board of Directors for each fiscal year spanned by the contract; and
  4. **IRS FORM 990** and all attachments.

## Appendix D. ACAM BAP Policies and Procedures Helping Hands Benefits Application Assistance Program Reporting

### **I. Overview**

- A. Helping Hands Benefits Application Assistance Program (BAP) vendors (herein “vendors”) must submit to the Alliance of Community Assistance Ministries (ACAM) a BAP Monthly Program Report (MPR) Form and Entry/Exit Data Worksheet provided by ACAM in Excel format.
- B. The MPRs are due on or before the fifth (5<sup>th</sup>) day of each month of the contract term. If the 5<sup>th</sup> falls on a weekend or holiday, the reports must still be submitted on or before the 5<sup>th</sup>. Reports may be submitted as early as the 1<sup>st</sup> day of each month.
- C. As new BAP guidance is made available, other data may be requested, and vendors will be required to report data to ACAM.
- D. ACAM will report the performance information submitted by vendors to Harris County Department of Early Childhood Initiatives and will use the data to improve the ACAM BAP program.
- E. BAP service vendor(s) must carefully read all instructions contained in this document. The instructions must be read in conjunction with a copy of the MPR workbook.
- F. Reports are completed in Microsoft Teams on the ACAM BAP MPR Vendor Teams page. For technical assistance, the Director of Resiliency Programs may be reached at (713) 429-5958.

### **II. Summary of Steps to Report Performance Data**

- Step 1: Collect data during intake
- Step 2: Check data quality and verify accuracy
- Step 3: Enter data Into ACAM’s MPR and Entry/Exit Data Worksheet
- Step 4: Use data to track and meet performance targets and to conduct ongoing program evaluation

### **III. BAP Monthly Performance Report (MPR) Instructions**

- A. The MPR is due on or before the fifth (5<sup>th</sup>) day of each month of the contract term. If the 5<sup>th</sup> falls on a weekend or holiday, the report must still be entered on or before the 5<sup>th</sup>. Reports may be entered as early as the 1<sup>st</sup> day of each month. The MPR collects demographic data of persons assisted with BAP funded activities, as well as information on outputs and outcomes achieved. The report is divided into three sections:
  1. Part I. Vendor Information
  2. Part II. Demographic Information
  3. Part III. Outputs and Outcomes

All three parts are to be completed by the vendor. Part II and Part III are each divided into the following three columns:

- a. **Monthly:** Enter the number of persons (or households) served in the month being reported.

- b. **Adjusted:** Enter the number of persons (or households) that needs to be added or subtracted, to adjust for data reported in a prior month's report. Adjustments entered will be reflected in the Cumulative column. The Adjusted column allows Vendors to adjust for data changes resulting from data clean-up efforts, data entry errors, and the like, and to enhance the accuracy of the cumulative data in each MPR. If data is entered in the Adjusted column, an explanation for the adjusted data must be entered in the Reason for Adjustment box at the end of the report.
- c. **Cumulative:** The data in this column auto-calculates based on the data entered by the Vendor in the Monthly and Adjusted columns through the total reporting months. This number represents the persons served from the beginning of the contract term through the end of the month being reported.

#### IV. General Definitions

- A. **Persons Served** refers to persons who was assisted with Benefits application assistance.
- B. **Households Served** refers to a single individual or a group of persons that together apply for BAP services.
- C. **Program Enrollment Period:** refers to the period between a program entry date and a program exit date for a person receiving BAP services. Any return to a program, after a break in service, completion of the program, or termination of the program by the participant or service provider must be recorded as a new program enrollment period.
- D. **Program Exit Date:** refers to the last day of service (month, day and year) that a client receives BAP service. The *last day of service* is defined as the *exit date* on the Entry-Exit tab.

#### V. The Three (3) Parts to the MPR

- A. **Section I. Vendor Information:** Complete all information in the Organizational Information section. It is important that Vendors change the reporting period with every report and that representatives can contact the person responsible for completing the MPR.
- B. **Section II. Demographic Information:** Data must be entered in every field of the report (Column B & C); if the field is not applicable, enter a zero (0). The gray cells will auto-calculate. **Report persons and households only once in any demographic data element during the contract term, the first time they receive a service.**

##### Examples on reporting demographic data only once:

*Example # 1:* If a person enters the program in November and receives BAP services and Navigation services, then the person should be reported in the report for November in the demographic data **(Part II)**.

If the person continues to receive services before exiting the program, he or she will not be reported again in the demographic data but will be reported in any appropriate outcome measures that are reported at participant's exit from the program.

### **1. Unduplicated Number of Persons Served:**

- a) Adults - Report the unduplicated number of adults served during the month being reported. Adults are defined as persons aged 18 years and over.
- b) Children - Report the unduplicated number of children served during the month being reported. Children are defined as persons under 18 years of age.
- c) Persons of unknown age – Report the unduplicated number of persons served during the month being reported whose age is unknown.
- d) Information Missing – Report the unduplicated number of persons served during the month being reported whose age data is missing.
- e) Total - This number is auto-calculated. It is a sum of the data reported in rows 1 through 4, and it represents the total number of persons served during the month being reported

### **2. Unduplicated Number of Households Served**

- a) Report the unduplicated number of households served during the month being reported.
- b) Validation - The number of households served should be equal to or less than the number of persons served during the month, as reported.

### **3. Race**

- a) Report the self-identified race of each person served; staff observations should not be used to collect information on race.

#### **The Race categories are as follows:**

- i. American Indian or Alaska Native: Report the unduplicated number of persons served during the month being reported that identified as having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- ii. Asian: Report the unduplicated number of persons served during the month being reported that identified as having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- iii. Black or African American: Report the unduplicated number of persons served during the month being reported that identified as having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
- iv. Native Hawaiian or Other Pacific Islander: Report the unduplicated number of persons served during the month being reported that identified as having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- v. White: Report the unduplicated number of persons served during the month being reported that identified as having origins in any of the original peoples of Europe, the Middle East or North Africa.
- vi. Don't Know/Refused: Report the unduplicated number of persons served during the month being reported whose race data was not identified.
- vii. Information Missing: Report the unduplicated number of persons served during the month being reported whose race data is missing.

- viii. Total: This number is auto calculated. It is a sum of the data reported in rows 1 through 7, and it represents the total number of persons served during the month being reported, by race.
- ix. Validation: The number of persons reported in the Race section should match the number of persons served during the month, as reported in **Section V(1)**.

#### 4. **Ethnicity**

- a) Report the self-identified Hispanic or Latino ethnicity of each person served; staff observations should not be used to collect information on ethnicity.
- b) **Hispanic or Latino**: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.” Hispanic ethnicity cuts across all races. Persons who identify as White, Black, Asian, Pacific Islander, American Indian, or of Multiple Races may also be categorized as Hispanic or Latino. The same persons reported in the Race categories should also be reported in the Ethnicity categories.
  - i. **Non-Hispanic/Non-Latino**: Report the unduplicated number of persons served during the month being reported who identified as non-Hispanic or non-Latino.
  - ii. **Hispanic or Latino**: Report the unduplicated number of persons served during the month being reported who identified as Hispanic or Latino.
  - iii. **Don’t Know/Refused** - Report the unduplicated number of persons served during the month being reported whose ethnicity data was not identified.
- c) **Total** – This number is auto-calculated. It is a sum of the data reported in rows 1 through 3, and it represents the total number of persons served during the month being reported, by ethnicity.
- d) **Validation**: The number of persons reported in the Ethnicity section should match the number of persons served during the month, as reported in **Section V(1)**.

#### 5. **Gender**

- a) Report the self-identified gender of each person served; staff observations should not be used to collect information on gender.
- b) **Total**: This number is auto-calculated. It is a sum of the data reported in rows 1 through 10, and it represents the total number of persons served during the month being reported, by gender.
- c) **Validation**: The number of persons reported in the Gender section should match the number of persons served during the month, as reported in **Section V(1)**.

#### 6. **Age**

- a) Report all persons served during the reporting month according to all the age categories listed. The age refers to the age of the person when they were first enrolled in the program.
- b) **Total** – This number is auto-calculated. It is a sum of the data reported in rows 1 through 8, and it represents the total number of persons served during the month being reported, by age.

- c) Validation: The number of persons reported in the Age section should match the number of persons served during the month, as reported in **Section V(1)**.

**7. Education Level:**

- a) Report all persons served highest level (completed) of education during the reporting month according to the listed categories.
- b) Total – This number is auto-calculated. It is a sum of the data reported in rows 1 through 7.

**B. Outreach Events**

- a. Record the number of outreach events hosted by the agency for BAP per month
- b. Record the number of attendees at the outreach event per month
- c. Record the number of households that attended the outreach event per month

**Part III. Outputs and Outcomes:** *Outputs:* This section applies to every household member for whom a benefit will apply. *Outcomes:* The number of persons who achieved a given outcome; this number includes all members of the household.

- 1. In column A (rows 88-102) are the listed safety-net programs. If clients are assisted with other non-listed safety-net programs enter them in rows 103-105.
- 2. All of the other Outputs and Outcomes should be completed monthly.
- 3. Columns starting in row 87 record if the safety-net programs are new, renewed, approved, and/or denied. Enter the monthly total in the corresponding column in the yellow cells. The cumulative columns (gray cells) automatically calculate using a formula.

**VI. Additional Reporting Requirements**

**A. Procedures for Labeling and Submitting Program Reports:** The BAP Program Reports are due the 5<sup>th</sup> day of the month for reporting on the prior month. There are no exceptions to the reporting due date. Failure to submit timely and accurate reports will likely delay vendor's service payment for the provider of services under the BAP program. Reports must be submitted electronically to the ACAM BAP MPR Vendor Microsoft Teams page. The MPR is a "living document" in Teams. Please do not download and reupload the report. The report should be edited within Microsoft Teams. The reports should be labeled with the initials of the Vendor, and the type of report. Examples for labeling the reports for XYZ Ministries are provided as examples.

XYZ MPR-Exit Data

**B. Obtain proper Authorizations and submission to ACAM**

- 1) Have Authorizing signers sign a printed copy of the MPR.
- 2) Scan the signed copy under the title "Org Date Report Name" (ex. XYZ 12-10-22 MPR). Upload the electronic version and the scanned version of the MPR to the appropriate folder in ACAM BAP MPR Vendor Microsoft Teams page.

## **Exhibit: 2 CFR Part 200**

### **FEDERAL REGULATIONS**

The Part 200 Uniform Requirements (2 CFR Part 200) require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 -"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,"; to the extent applicable to Contractors/Vendors/Sub-awardees and this Agreement, the aforementioned provisions are included herein and incorporated by reference." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Contractors/Vendors/Sub-awardees awarded contracts by the Alliance of Community Assistance Ministries, Inc. (herein "ACAM") which are federally funded, in whole or in part, are required to comply with the provisions below and incorporated herein, if applicable. Additionally, ACAM and its Contractors/Vendors/Sub-awardees are required to include the provisions below and incorporated herein in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by ACAM for which federal funds subject to 2 CFR Part 200 are obligated shall contain provisions covering the following, as applicable.

### **INCREASING SEAT BELT USE IN THE UNITED STATES**

Contractors/Vendors/Sub-awardees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **REDUCING TEXT MESSAGING WHILE DRIVING**

Contractors/Vendors/Sub-awardees shall encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractors/Vendors/Sub-awardees shall establish workplace safety policies to decrease accidents caused by distracted drivers.

### **DISABILITIES**

Contractors/Vendors/Sub-awardees shall comply with all applicable federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractors/Vendors/Sub-awardees shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); 24 CFR 570.614; The Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards in Title 24, U.S.C. and associated regulations; the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C. § 1352, if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractors/Vendors/Sub-awardees shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as laid out in a form available from County upon request.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to



## **Exhibit: 2 CFR Part 200**

tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **DISCRIMINATION**

The Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9), the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), and the Age Discrimination Act prohibit Contractors/Vendors/Sub-awardees from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, disability, or age. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

### **CLEAN AIR ACT and the FEDERAL WATER POLLUTION CONTROL ACT (2 CFR Appendix II to Part 200 (G))**

Contractors/Vendors/Sub-awardees must comply with all provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contractors/Vendors/Sub-awardees agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

Contractors/Vendors/Sub-awardees agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000 and the contract involves the employment of mechanics or laborers, the Contractors/Vendors/Sub-awardees must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

### **COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)**

Contractors/Vendors/Sub-awardees shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this contract. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **Exhibit: 2 CFR Part 200**

### **COST PLUS CONTRACTING PROHIBITED (2 CFR 200.324(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.324(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percentage for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates ACAM or Contractors/Vendors/Sub-awardees to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

### **DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any prime construction contract in excess of \$2,000, Contractors/Vendors/Sub-awardees must comply with the Davis Bacon, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractors/Vendors/Sub-awardees awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, ACAM will provide a copy of the current Davis Bacon Wage Decision with this solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractors/Vendors/Sub-awardees shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At ACAM's request and/or the request of the funder, Contractors/Vendors/Sub-awardees shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the funder or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its

## Exhibit: 2 CFR Part 200

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

All suspected or reported violations to the Federal awarding agency, as applicable.

### **DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (H), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additionally, no contracts shall be awarded to any Contractors/Vendors/Sub-awardees that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractors/Vendors/Sub-awardees is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). The Contractors/Vendors/Sub-awardees must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractors/Vendors/Sub-awardees confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractors/Vendors/Sub-awardees is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIB); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health &

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Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. ACAM and its funders reserve the right to verify any Offeror's status and document instances of debarment, suspension, or other ineligibility.

The Contractors/Vendors/Sub-awardees shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractors/Vendors/Sub-awardees further must notify ACAM in writing immediately if Contractors/Vendors/Sub-awardees or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractors/Vendors/Sub-awardees shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is later determined that Contractors/Vendors/Sub-awardees did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractors/Vendors/Sub-awardees agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractors/Vendors/Sub-awardees further agree to include a provision requiring such compliance in its lower tier covered transactions related to the scope of work.

### **ENERGY EFFICIENCY (42 U.S.C. 6201)**

Contractors/Vendors/Sub-awardees must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201, et seq.). Contractors/Vendors/Sub-awardees must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

### **EQUAL EMPLOYMENT OPPORTUNITY (41CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Except as otherwise provided under 41 C.F.R. Part 60, to the extent the contract meets the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3, Contractors/Vendors/Sub-awardees must comply with, and incorporate or cause to be incorporated into any contract for, or modification thereof, the following Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

- I. The Contractors/Vendors/Sub-awardees will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractors/Vendors/Sub-awardees will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractors/Vendors/Sub-awardees agree to post in

## Exhibit: 2 CFR Part 200

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractors/Vendors/Sub-awardees will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors/Vendors/Sub-awardees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractors/Vendors/Sub-awardees will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractors/Vendors/Sub-awardee's legal duty to furnish information.
4. The Contractors/Vendors/Sub-awardees will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractors/Vendors/Sub-awardees' s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractors/Vendors/Sub-awardees will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractors/Vendors/Sub-awardees will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractors/Vendors/Sub-awardees' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractors/Vendors/Sub-awardees may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractors/Vendors/Sub-awardees will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractors/Vendors/Sub-awardees will

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take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractors/Vendors/Sub-awardees becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractors/Vendors/Sub-awardees may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors/Vendors/Sub-awardees and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. Contractors/Vendors/Sub-awardees must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non- exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

### **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES**

During the performance of this contract, the Contractors/Vendors/Sub-awardees must comply with the required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractors/Vendors/Sub-awardees shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractors/Vendors/Sub-awardees shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.S(a). This clause prohibits discrimination against qualified individuals on the basis of disability and

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requires affirmative action by the Contractors/Vendors/Sub-awardees to employ and advance in employment qualified individuals with disabilities.

- b. Subcontracts. The Contractors/Vendors/Sub-awardees shall include the terms of this clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Contractors/Vendors/Sub-awardees shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

### **EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60-300)**

ACAM is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractors/Vendors/Sub-awardees must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractors/Vendors/Sub-awardees shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The Contractors/Vendors/Sub-awardees shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The Contractors/Vendors/Sub-awardees agree to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii. Activities sponsored by the contractor including social or recreational programs.
  - ix. Any other term, condition, or privilege of employment.
- c. The Contractors/Vendors/Sub-awardees shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at

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an establishment of the Contractors/Vendors/Sub-awardees other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, Contractors/Vendors/Sub-awardees must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the Contractors/Vendors/Sub-awardees' listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

- d Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the Contractors/Vendors/Sub-awardees from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a Contractors/Vendors/Sub-awardees, other than a state or local governmental Contractors/Vendors/Sub-awardees, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The Contractors/Vendors/Sub-awardees shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the Contractors/Vendors/Sub-awardees official responsible for hiring at each location. The "Contractors/Vendors/Sub-awardees official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the Contractors/Vendors/Sub-awardees that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the Contractors/Vendors/Sub-awardees use any external job search organizations to assist in its hiring, the Contractors/Vendors/Sub-awardees shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the Contractors/Vendors/Sub-awardees' first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the Contractors/Vendors/Sub-awardees shall provide updated information simultaneously with its next job listing. As long as the Contractors/Vendors/Sub-awardees is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent



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- contracts. The Contractors/Vendors/Sub-awardees may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
- i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the Contractors/Vendors/Sub-awardees' organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the Contractors/Vendors/Sub-awardees' organization means employment openings for which no consideration will be given to persons outside the Contractors/Vendors/Sub-awardees' organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractors/Vendors/Sub-awardees proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The Contractors/Vendors/Sub-awardees shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the Contractors/Vendors/Sub-awardees' noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The Contractors/Vendors/Sub-awardees agree to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

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Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the Contractors/Vendors/Sub-awardees' s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The Contractors/Vendors/Sub-awardees must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the Contractors/Vendors/Sub-awardees, a Contractors/Vendors/Sub-awardees will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractors/Vendors/Sub-awardees provides computers that can access the electronic posting to such employees, or the Contractors/Vendors/Sub-awardees has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractors/Vendors/Sub-awardees to notify job applicants of their rights if the Contractors/Vendors/Sub-awardees utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- k. The Contractors/Vendors/Sub-awardees will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractors/Vendors/Sub-awardees is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
  - I. The Contractors/Vendors/Sub-awardees will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The Contractors/Vendors/Sub-awardees will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
  - m. The Contractors/Vendors/Sub-awardees must, in all solicitations or advertisements for employees placed by or on behalf of the Contractors/Vendors/Sub-awardees, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

### **FAIR LABOR STANDARDS ACT**

Contractors/Vendors/Sub-awardees must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractors/Vendors/Sub-awardees will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act; the Texas Payday Law; the

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Equal Pay Act; Title VII of the Civil Rights Act of 1964; or any provisions of the Texas Labor Code, as amended.

### **OBLIGATION OF THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractors/Vendors/Sub-awardees must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

### **NON-COLLUSION (The Sherman Act)**

Contractors/Vendors/Sub-awardees must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two people or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractors/Vendors/Sub-awardees shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors/Vendors/Sub-awardees are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

### **NON-SEGREGATED FACILITIES**

"Prohibition of Segregated Facilities"

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex,

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sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofcCJ>ILGBT/LGBT\\_FAOs.html](http://www.dol.gov/ofcCJ>ILGBT/LGBT_FAOs.html).

- h. The Contractors/Vendors/Sub-awardees agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractors/Vendors/Sub-awardees agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractors/Vendors/Sub-awardees shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

### **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractors/Vendors/Sub-awardees must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors/Vendors/Sub-awardees must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors/Vendors/Sub-awardees who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

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Offerors are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Offeror intends to utilize to perform the contract. Offerors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>. Offerors it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

Contractors/Vendors/Sub-awardees must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract. Failure to include a MWBE Utilization Plan may deem the Statement of Qualifications non-responsive.

### **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractors/Vendors/Sub-awardees must comply with conflicts-of-interest requirements contained in the final rule promulgated by Treasury in connection with the Act, as well as any other conflicts-of-interest requirements imposed by federal law or any conflicts-of-interest policies adopted by relevant federal agencies, including without limitation Treasury. Contractors/Vendors/Sub-awardees must also comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractors/Vendors/Sub-awardees shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict-of-Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than 5 p.m. on the 7th business day after the date the Contractors/Vendors/Sub-awardees becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications for services on an ACAM project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered.

### **PREVAILING WAGES (2 CFR 200 APPENDIX II (D) AND TEX. GOVT. CODE 2258)**

Contractors/Vendors/Sub-awardees must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractors/Vendors/Sub-awardees must submit certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, prime construction contracts in excess of \$2,000 awarded federal funds shall require compliance with the Davis-Bacon Act (40 3141-3144, and 3146-3148) as supplemented

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by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors/Vendors/Sub-awardees must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors/Vendors/Sub-awardees must pay the greater wage rate. In addition, Contractors/Vendors/Sub-awardees must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractors/Vendors/Sub-awardees and any subcontractor hired by Contractors/Vendors/Sub-awardees for the construction of any public work, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference, if applicable. In submitting a Statement of Qualifications, Contractors/Vendors/Sub-awardees and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law, unless federal law requires payment of greater wages. The Parties understand and agree that this Agreement and its SOW(s), and any Purchase Orders and Change Orders, issued hereunder are not for "construction of any project" as defined under the aforementioned Texas law.

Contractors/Vendors/Sub-awardees must submit certified payroll of Contractors/Vendors/Sub-awardees and all subcontractors on a weekly basis. At County's request, Contractors/Vendors/Sub-awardees must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview Contractors/Vendors/Sub-awardees, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

ACAM and its funder will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the discrepancy shall be documented and the Contractors/Vendors/Sub-awardees shall be notified. If, for any length of time, discrepancies appear between the certified payrolls and the actual wage paid, the check stubs shall be required to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractors/Vendors/Sub-awardees until such discrepancy is resolved and the necessary adjustment made. The Contractors/Vendors/Sub-awardees shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractors/Vendors/Sub-awardees shall impose these same obligations upon its Subcontractors. Contractors/Vendors/Sub-awardees understands that with weekly or monthly certified payrolls, Contractors/Vendors/Sub-awardees is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

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### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)**

Contractors/Vendors/Sub-awardees shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this Agreement, Contractors/Vendors/Sub-awardees shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractors/Vendors/Sub-awardees also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractors/Vendors/Sub-awardees must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractors/Vendors/Sub-awardees and its subcontractors pertaining to any matter resulting from the contract.

### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Appendix II to Part 200)**

If applicable, the following clause is included: In the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Contractors/Vendors/Sub-awardees wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Contractors/Vendors/Sub-awardees must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

Pursuant to Chapter 2252, Texas Government Code, Contractors/Vendors/Sub-awardees shall certify that, at the time of execution of this Contract, neither the Contractors/Vendors/Sub-awardees, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization

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as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

### **VERIFICATION NOT TO BOYCOTT ISRAEL**

As required by Texas law, Contractors/Vendors/Sub-awardees verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### **VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS**

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractors/Vendors/Sub-awardees' taxes become delinquent or Contractors/Vendors/Sub-awardees becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractors/Vendors/Sub-awardees' taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors/Vendors/Sub-awardees are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors/Vendors/Sub-awardees who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Statement of Qualifications in order to ensure that their Qualifications will be considered. Furthermore, if, during the performance of this contract, a Contractors/Vendors/Sub-awardees' taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

### **WHISTLEBLOWER PROTECTION ACT**

Contractors/Vendors/Sub-awardees, subcontractors, and employees working on this Project shall be subject 41 U.S.C. § 4712, which requires that an employee of a contractor, subcontractor, grantee, or sub grantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractors/Vendors/Sub-awardees shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Contractors/Vendors/Sub-awardees shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

### **DOMESTIC PREFERENCE REQUIREMENTS (2 C.F.R. § 200.322)**

A. As appropriate and to the extent consistent with law, Contractors/Vendors/Sub-



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awardees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this paragraph:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) available upon request from the County, as used in this clause--

B. *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered

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telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### C. *Exceptions.*

- (1) This clause does not prohibit contractors from providing-
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; and
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### D. *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or Contractors/Vendors/Sub-awardees, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractors/Vendors/Sub-awardees shall report the following information pursuant to paragraph (d)(1) of this clause:

**Exhibit: 2 CFR Part 200**

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Contractors/Vendors/Sub-awardees shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

Organization: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_