

Exhibit A. HHS AND DFPS AFFIRMATIONS AND GRANT OPPORTUNITY ACCEPTANCE

In this document, the terms Applicant, Contractor, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Applicant, and the affirmations apply to all Applicants regardless of their business form (e.g., individual, partnership, corporation).

Applicant affirms, without exception, as follows:

1. Applicant represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Grant Opportunity Acceptance apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, subawards, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Grant Opportunity or any Grant Agreement resulting from this Grant Opportunity.
2. **Complete and Accurate Information.** Applicant represents and warrants that all statements and information provided to HHS and DFPS are current, complete, and accurate. This includes all statements and information in this Grant Application.
3. **Public Information Act.** Applicant understands that HHS and DFPS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Grant Opportunity or any resulting Grant Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the Grant Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Requirements.** Applicant represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Grant Agreement and the Applicant agrees that the Grant Agreement can be terminated if the Applicant knowingly or intentionally fails to comply with a requirement of that subchapter.
5. **Confidential or Proprietary Information.** Applicant acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Applicant designated substantial portions of its Grant Application or its entire Grant

Application as confidential or proprietary, the Grant Application is subject to being disqualified.

6. **Binding Offer.** Applicant's Grant Application will remain a firm and binding offer for 240 days from the date the Grant Application is due.
7. **Assignment.** Applicant shall not assign its rights under the Grant Agreement or delegate the performance of its duties under the Grant Agreement without prior written approval from HHS or DFPS. Any attempted assignment in violation of this provision is void and without effect.
8. **Terms and Conditions.** Applicant accepts the Grant Opportunity terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Grant Opportunity. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Grant Opportunity. Applicant agrees that all exceptions to the Grant Opportunity as well as terms and conditions advanced by Applicant that differ in any manner from DFPS's terms and conditions are rejected unless expressly accepted by DFPS in writing in a fully executed Grant Agreement.
9. **HHS and DFPS Right to Use.** Applicant agrees that HHS and DFPS has the right to use, produce, and distribute copies of and to disclose to HHS and DFPS employees, agents, and contractors and other governmental entities all or part of Applicant's Grant Application as HHS or DFPS deems necessary to complete the procurement process or comply with state or federal laws.
10. **Release from Liability.** Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of HHS or DFPS.
11. **Addenda and Amendment to Solicitation.** Applicant acknowledges all addenda and amendments to the Grant Opportunity.
12. **Texas Bidder.** Applicant certifies that if a Texas address is shown as the address of Applicant on this Application, Applicant qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. **Preferences.** Applicant represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Agricultural products grown in Texas
 - ☐ Agricultural products offered by a Texas bidder

- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Texas Vegetation Native to the Region
 - ☐ USA-produced supplies, materials or equipment
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - ☐ Energy efficient products
 - ☐ Rubberized asphalt paving material
 - ☐ Recycled motor oil and lubricants
 - ☐ Products produced at facilities located on formerly contaminated property
 - ☐ Products and services from economically depressed or blighted areas
 - ☐ Vendors that meet or exceed air quality standards
 - ☐ Recycled or reused computer equipment of other manufacturers
 - ☐ Foods of higher nutritional value
 - ☐ Commercial production company or advertising agency located in Texas
- 14. Dealings with Public Servants.** Applicant has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Grant Application, this Grant Opportunity, or any Grant Agreement resulting from this Grant Opportunity.
- 15. Financial Participation Prohibited.** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing Grant Opportunities), Applicant certifies that the individual or business entity named in this Application or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16. Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Applicant certifies that the individual or business entity named in this bid or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
- 17. Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified payment and acknowledges that the Grant Agreement may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the

Texas Family Code must include in the Application the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Application:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Applications containing SSNs must be encrypted. Failure by a Applicant to provide or encrypt the SSNs as required may result in disqualification of the Applicant's Application.

18. **Suspension and Debarment.** Applicant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Applicant's subawards, if any, if payment in whole or in part is from federal funds.
19. **Excluded Parties.** Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. **Foreign Terrorist Organizations.** Applicant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the Grant Agreement was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Applicant certifies that the individual or business entity named in this

Application or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

23. **Franchise Tax Status.** Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
24. **Debts and Delinquencies.** Applicant agrees that any payments due under any Grant Agreement resulting from this Grant Opportunity shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. **Lobbying Prohibition.** Applicant represents and warrants that payments to Applicant and Applicant's receipt of appropriated or other funds under any Grant Agreement resulting from this Grant Opportunity are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
26. **Buy Texas.** Applicant agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. **Disaster Recovery Plan.** Applicant agrees that upon request of HHS or DFPS, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.
28. **Computer Equipment Recycling Program.** If Applicant is submitting a Application for the purchase or lease of computer equipment, then Applicant certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
29. **Television Equipment Recycling Program.** If Applicant is submitting a Application for the purchase or lease of covered television equipment, then Applicant certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
30. **Cybersecurity Training.** Applicant represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
31. **Restricted Employment for Certain State Personnel.** Applicant acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Applicant may not accept employment from Applicant before the second anniversary of the date the Grant Agreement is signed or the procurement is terminated or withdrawn.
32. **No Conflicts of Interest.** Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to DFPS under

this Grant Opportunity and any resulting Grant Agreement and that Applicant's provision of the requested goods and/or services under this Grant Opportunity and any resulting Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

- 33. Fraud, Waste, and Abuse.** Applicant understands that HHS and DFPS do not tolerate any type of fraud. HHS and DFPS policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Applicant agrees to comply with all applicable laws, rules, regulations, including DFPS and HHS policies regarding fraud including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

- 34. Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Application, neither I nor any representative of the Applicant has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Application, neither I nor any representative of the Applicant has violated any federal antitrust law; and (c) neither I nor any representative of the Applicant has directly or indirectly communicated any of the contents of this Application to a competitor of the Applicant or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Applicant.
- 35. Legal and Regulatory Actions.** Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding,

investigation, or other action pending or threatened against Applicant or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Grant Opportunity Acceptance within the five (5) calendar years immediately preceding the submission of this Grant Application that would or could impair Applicant's performance under any Grant Agreement resulting from this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has provided to HHS and DFPS a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Applicant's performance under a grant awarded as a result of this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. In addition, Applicant acknowledges this is a continuing disclosure requirement. Applicant represents and warrants that, if awarded a grant as a result of this Grant Opportunity, Applicant shall notify DFPS in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update DFPS shall constitute breach of contract and may result in immediate grant termination.

36. **E-Verify.** Applicant certifies that for this grant, Applicant shall utilize the U.S. Department of Homeland Security's E-Verify system during the Period of Performance to determine the eligibility of:
- A. all persons employed by Applicant to perform duties within Texas; and
 - B. all persons, including subawards, assigned by Applicant to perform work pursuant to the grant within the United States of America.

37. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Applicant certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Grant Opportunity. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the boycott certification:
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38. **Abortion Funding Limitation.** Applicant understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (iii) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The

provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Applicant represents and warrants that it is not ineligible, nor will it be ineligible during the Period of Performance resulting from this Grant Opportunity, to receive appropriated funding pursuant to Article IX, Section 6.25.

- 39. Funding Eligibility.** Applicant understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, DFPS cannot award grants to an abortion provider or an affiliate of an abortion provider. Applicant certifies that it is not ineligible to provide services to DFPS under the terms of Chapter 2272 of the Texas Government Code. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the certification:
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- 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Applicant certifies that the individual or business entity named in this Application or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

- 41. Public Information Act Copy.** Applicant understands, acknowledges, and agrees, that Grant Applications and Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request or through posting on HHS or DFPS website, the LBB's website, or as otherwise required by law. Applicant certifies that it:

- ☐ asserts that information provided in its Application is exempt from disclosure under the PIA, and Applicant, therefore, has submitted a "Public Information Act Copy" as required under the Grant Opportunity; or
- ☐ asserts that there is no information provided in its Application that is exempt from disclosure under the PIA, and Applicant, therefore, has not submitted a "Public Information Act Copy."

- 42. False Representation.** Applicant understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Applicant is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any grant resulting from this Grant Opportunity.

- 43. Permits and Licenses.** Applicant represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any grant resulting from this Grant Opportunity.

44. **False Statements.** Applicant represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting an Application with a false statement or material misrepresentations made during the performance of a grant is a material breach of contract and may void the submitted Application and any resulting Grant Agreement.
45. **Signature Authority.** By submitting this Application, Applicant represents and warrants that the individual submitting this document and the documents made part of this Application is authorized to sign such documents on behalf of the Applicant and to bind the Applicant under any grant that may result from the submission of this Application.

Signature Page Follows

Authorized representative on behalf of Applicant must complete and sign the following:

Legal Name of Applicant

Assumed Business Name of Applicant, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number