



MEMORANDUM

To: Galveston County Commissioners' Court  
From: Betsy Thomas, Grants Administration Manager  
Court Date: October 14, 2024  
RE: Parks & Cultural Services – Senior Services  
FY 2025 HGAC Area Agency on Aging Senior Meal Grant Award

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older. This program has been under Parks and Cultural Services since 2003. The Senior Program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).

Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque (Currently at Runge)
- Bayside Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center
- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program
- Galveston Community Center (Coming soon)

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center as well as the Bay Area Meals on Wheels and the Interfaith Ministries for Greater Houston home-delivered meal programs.

SUMMARY

The grant award includes the following program activities for FY 2025:

- (1) congregate meals
- (2) transportation meal services for seniors



**FINANCIAL SUMMARY**

	<b>APPLICATION</b>	<b>AWARD</b>
Grant Request	\$578,531.00	\$578,531.00
County Discretionary Match	\$416,105.00	\$416,105.00
County Mandatory Match	<u>\$57,853.00</u>	<u>\$57,853.00</u>
Project Total	\$1,052,499.00	\$1,052,499.00

County Match is met through Parks and Cultural Services Mandatory Match as well as a portion of the salary and benefits for the Senior Citizens Department personnel.

**RECOMMENDATIONS**

Grants Administration requests the Court consider approval acceptance of the FY 2025 HGAC Area Agency on Aging Senior Meals grant award and authorize the Judge's signature on required documents.

**ATTACHMENTS FOR WET SIGNATURE**

- Data Use Agreement – Attachment I – Subcontractor Agreement Form
- H-GAC AAA – Affirmative Action Plan – Attachment B
- Assurance of Compliance with DHHS Regulation under Title VI – Attachment C
- DHHS Assurance of Compliance with Section 504 of Rehabilitation Act -Attachment D
- Certification Regarding Debarment, Suspension, Ineligibility - Attachment E
- Reporting Abuse of Elders Individuals – Attachment F
- H-GAC AAA Confidentiality Certification – Attachment G
- Certification of Compliance with Child Support Medical Support – Attachment H
- HGAC Email Invoice Authorization Agreement – Attachment J
- HGAC AAA Bidder Application – Direct Purchase of Services
- Vendor Authorized Signature form

**ATTACHMENT "A"**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
HOUSTON-GALVESTON AREA COUNCIL**

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services Enterprise ("HHS") agency, the Department of Aging and Disability Services (DADS) and Houston-Galveston Area Council ("CONTRACTOR") and incorporated into the terms of DADS Contract No.539-11-0024-00001, in Travis County, Texas (the "Base Contract").

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

**ATTACHMENT 1. THE PURPOSE OF THIS DUA IS TO FACILITATE CREATION, RECEIPT, MAINTENANCE, USE, DISCLOSURE OR ACCESS TO CONFIDENTIAL INFORMATION WITH CONTRACTOR, AND DESCRIBE CONTRACTOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND THE LIMITED PURPOSES FOR WHICH THE CONTRACTOR MAY CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION. 45 CFR 164.504(E)(1)-(3) THIS DUA ALSO DESCRIBES HHS'S REMEDIES IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH ITS OBLIGATIONS UNDER THIS DUA. THIS DUA APPLIES TO BOTH BUSINESS ASSOCIATES AND CONTRACTORS WHO ARE NOT BUSINESS ASSOCIATES WHO CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION ON BEHALF OF HHS, ITS PROGRAMS OR CLIENTS AS DESCRIBED IN THE BASE CONTRACT.**

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Standard Contract Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations there under in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance there under; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

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

**“Authorized User”** means a Person:

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

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

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01 Obligations of CONTRACTOR**

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement,

Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information

CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment

whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**



(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I)*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

The Privacy Act of 1974;

OMB Memorandum 07-16;

The Federal Information Security Management Act of 2002 (FISMA);

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;

Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;

National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

DADS Contract No. 539-11-0024-00001

NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;

NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;

NIST Special Publication 800-88, Guidelines for Media Sanitization;

NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour

of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.*

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

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

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name

and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.01 Ownership of Confidential Information**

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

### **Section 6.02 HHS Commitment and Obligations**

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

### **Section 6.03 HHS Right to Inspection**

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

### **Section 6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

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

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

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

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

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

#### **Section 6.05     *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06     *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to

the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

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

**Section 6.07**      **Indemnification**

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

**Section 6.08**      **Insurance**

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

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

**Section 6.09 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10 Entirety of the Contract**

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

**Section 6.11 Automatic Amendment and Interpretation**

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

**Section 6.12 Effective Date**

The effective date of this Data Use Agreement is as stated in the contract amendment which incorporates the DUA into the Base Contract.





**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**DADS CONTRACT NUMBER 539-11-0024-00001**

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

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

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

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

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

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

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

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:**  \_\_\_\_\_

**NAME:** Chuck Wemple

**NAME:** Mark Henry

**TITLE:** Executive Director

**TITLE:** County Judge

**DATE:** \_\_\_\_\_, 2024.

**DATE:** October 14, 2024



Houston-Galveston Area Agency on Aging  
FY 2025

Affirmative Action Plan  
Attachment B

Galveston County

HEREBY AGREES THAT IT WILL ENACT

Name of Applicant

AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration of Aging Program Instruction AoA PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Galveston County is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	# Full Time	# Part Time
Older Persons (60+)	# <u>2</u> <u>40</u> %	# <u>2</u> <u>67</u> %
Minority	# <u>3</u> <u>60</u> %	# <u>2</u> <u>67</u> %
Women	# <u>6</u> <u>100</u> %	# <u>3</u> <u>100</u> %

October 14, 2024  
Date

  
Signature and Title of Authorized Official

County Judge  
Mark Henry

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**  
Attachment C

Galveston County (hereinafter called the "Applicant")  
Name of Applicant (Type or Print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

October 14, 2024

Date

Galveston County

Applicant (Type or Print Name)

**Mark Henry, County Judge**

  
Signature of Authorized Official

4102 Main Street

Applicant's Mailing Address

La Marque, TX 77568

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED  
Attachment D**

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.5(a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such a date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: Check A or B

- A.  employs fewer than fifteen persons; A73
- B.  employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45C.F.R. 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Mark Henry, County Judge

Name of Designee(s) – Type or Print  
C12

C42

Galveston County

4102 Main Street

Name of Recipient – Type or Print

Street Address or P.O. Box

A12

A42

A71

74-6000908

La Marque

(IRS) Employer Identification Number

City

A1

A11

B12

B41

B1

B11

Texas

77568

C1

C11

State

Zip

B42

B71

I certify that the above information is complete and correct to the best of my knowledge.

October 14, 2024

Date

B72

B77

  
Signature and Title of Authorized Official

B78

County Judge  
Mark Henry

If there has been a change in name or ownership within the last year, please PRINT the former name below:

NOTE: The 'A,' 'B,' and 'C' followed by numbers are for computer use. Please disregard.

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

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

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

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department on Aging and Disability Services, as applicable.

**Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?**

YES  NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Certification Regarding Debarment, Suspension  
Page 2

- 8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

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

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

- The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Galveston County

CONTRACTOR ID NO./FEDERAL EMPLOYER'S ID NO. 74-6000908

  
Signature of Authorized Representative

Mark Henry  
Printed/Typed Name of Authorized Representative

October 14, 2024  
Date

County Judge  
Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2025, PERIOD BEGINNING October 1, 2024 and ENDING September 30, 2025.

## Reporting Abuse of Older Individuals Attachment F

The Houston-Galveston Area Agency on Aging, Older Americans Act program, was established to improve the quality of life of older individuals, particularly those with greatest economic need and those with greatest social need. Unfortunately, thousands of older individuals suffer abuse, neglect, or exploitation. Being aware, recognizing the problem and reporting the abuse, neglect, or exploitation is the only way to protect our older population.

***As stated in the Older Americans Act of 1965, the term “elder abuse, neglect, and exploitation” means abuse, neglect, and exploitation, of an older individual.***

The term “*older individual*” means an individual who is 60 years of age or older.

The term “*abuse*” means the willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.

The term “*exploitation*” means the illegal or improper act or process of an individual, including a caregiver, using the resources of an older individual for monetary or personal benefit, profit, or gain.

The term “*neglect*” means the failure to provide for oneself the goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.

Houston-Galveston Area Agency on Aging (AAA), in coordination with Texas Department of Protective and Regulatory Services, is working to educate all individuals to identify and prevent abuse of older individuals.

If any Contractor or employee of any Contractor sees any Older Americans Act client being abused, they need to report this abuse to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any Contractor or employee of any Contractor sees any Older Americans Act client individual being physically or sexually abused or you feel that the situation is urgent – call the police, then report the incident to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any Contractor or employee of any Contractor sees any Older Americans Act being abused, they need to contact the Grievance Officer, Houston-Galveston AAA at 1-800-437-7396. If the abuse has not been reported to Texas Department of Protective and Regulatory Services when it is reported to the Grievance Officer, they has the right to release the information to a law enforcement or public protective service agency.

X

Reporting Abuse of Older Individuals  
Page 2

If a Contractor has an employee that is accused of abusing an Older Americans Act client, the following steps must be taken:

- 1) The Contractor must remove that employee from the client’s home and prohibit the employee from making any contact with the client.
- 2) The Contractor must place a different employee in the client’s home and maintain service only if the client is willing to accept service.
- 3) The Contractor must not allow the accused employee to provide any service to any H-GAC client until the Houston-Galveston AAA has reviewed the report.
- 4) The Contractor must investigate the alleged abuse.
- 5) The Contractor must report and record any alleged abuse.
- 6) The Contractor must report the alleged abuse to Houston-Galveston AAA Grievance Officer, at 1-800-437-7396.
- 7) Houston-Galveston AAA will review the report and has the right to report the alleged abuse to Texas Department of Protective and Regulatory Services. If it is found that the employee did abuse an older individual, the Contractor must take actions against the employee.

If a Contractor observes an abusive incident, the Contractor must report the incident to the Texas Department of Protective and Regulatory Services at 1-800-252-5400 and to Houston-Galveston AAA Grievance Officer, at 1-800-437-7396. The Contractor must also record all observations. Completely document who committed the abusive act, the nature of the abuse, and where and when it occurred.

Every individual young or older has the right to be free from verbal, sexual, physical, and mental abuse, corporal punishment, involuntary seclusion, and exploitation. The intent of this policy is to assure that the Contractor has in place an effective system, that regardless of source prevents mistreatment, neglect, and abuse of Older Americans Act clients or any older individual. The Contractors system should include a policy to prevent employment of individuals who have been convicted of abusing, neglecting, or exploiting individuals. However, such a policy cannot guarantee that a client will not be abused; it can only assure that the Contractor does whatever is within its control to prevent “elder abuse, neglect, and exploitation”, of an older individual.

October 14, 2024  
Date

 County Judge  
Signature and Title of Authorized Official Mark Henry





Houston-Galveston Area Agency on Aging  
CONFIDENTIALITY CERTIFICATION  
Older Americans Act Programs  
Attachment G

Galveston County  
Contractor Name

shall have procedures to ensure that no information or records about a

client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative unless information is requested by H-GAC or is required to link participant with other service agencies. (See TAC 270.1)

The organization \ I will:

- a. Provide each participant with a free and voluntary opportunity to contribute to the cost of the services;
- b. Protect the privacy of each senior citizen with respect to any contribution;
- c. Establish written procedures to safeguard and account for all contributions; and
- d. Use all contributions to expand and/or maintain the service for which it was received.

The organization \ I will develop a written suggested contribution schedule. The schedule will consider the income ranges of older persons in the community and the Contractor's other sources of income.

The organization \ I will not deny any senior citizen a service because the senior citizen will not or cannot contribute to the cost of the service.

October 14, 2024  
Date

 County Judge  
Signature and Title of Authorized Official Mark Henry



**CERTIFICATION OF COMPLIANCE WITH  
CHILD SUPPORT AND MEDICAL SUPPORT ENFORCEMENT  
Attachment H**

The undersigned (hereinafter called the "Applicant") HEREBY AGREES THAT it will comply with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification:


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

As required by Section 231.006, Family Code, please list the names and social security numbers of individuals or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting this application.

Name: _____	SSN: _____
Name: _____	SSN: _____
Name: _____	SSN: _____
Name: _____	SSN: _____

A child support obligor who is more than 30 days delinquent in payment child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan until such time that the obligor or business entity remedies the non-compliance as described in the Texas Family Code, Chapter 231, Section 231.006(b)(1) and (2).

This CERTIFICATION is given in consideration of and for the purpose of obtaining any and all state grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the Applicant. The Applicant recognizes and agrees that such state assistance will be extended in reliance on the representations and agreements made herein. The Applicant further understands that if it is found to be ineligible to receive payment under the Texas Family Code, Chapter 231, Section 231.006(a), any Agreement or Contract may be terminated. If this certification is shown to be false, the Contractor/contractor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

**Galveston County**  
 Applicant (Type or Print)  
**Mark Henry**  
 Authorized Official (Type or Print)  
  
 Signature of Authorized Official  
**County Judge**  
 Title of Authorized Official

**722 Moody Ave,**  
 Street Address  
**4102 Main Street (FM519)**  
 Mailing Address if different from Street Address  
**La Marque, Texas 77568**  
 City, State and Zip  
**October 14, 2024**  
 Date

Houston-Galveston Area Council



Attachment I AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

Section 1 – Vendor Information

Galveston County

74-6000908

Individual/Company Name

Tax ID Number (SSN or Fed ID)

The Houston-Galveston Area Council is hereby authorized to credit the following account in lieu of any other payment method for amounts owed to us for goods delivered or services rendered. Furthermore, the Houston-Galveston Area Council is also authorized to debit the same account in an amount not to exceed the original credit for any erroneous deposits. The vendor agrees to notify the Houston-Galveston Area Council of any changes which may affect this agreement within 24 hours.

Check One  Checking  Savings

This authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council with different instructions.

Authorized Signature: Sullivan, Dwight Digitally signed by Sullivan, Dwight Date: 2024.09.25 10:45:27 -05'00' Date: \_\_\_\_\_

Name: Dwight D. Sullivan

Title: Galveston County Clerk

Telephone Number: 409-766-2210

Mailing Address: 722 Moody, Galveston, TX 77550

Accounts Receivable Contact: \_\_\_\_\_

E-Mail Address for Remittance Advice: \_\_\_\_\_

Section 2 – Banking Information

Prosperity Bank

113122655

Depository Name (Financial Institution)

Transit/ABA Number

2424 Market St.

Galveston, TX 77550

7431431

Depository Address

Account Number



17

### EMAIL INVOICE AUTHORIZATION AGREEMENT

Attachment J

Please Type or Print

<b>CONTRACTOR NAME:</b>	Galveston County
<b>ADDRESS:</b>	722 Moody Ave. Galveston, TX 77550 Mailing address: 4102 Main Street, La Marque, TX 77568
<b>TELEPHONE:</b>	409-934-8101

Name of Employees Certifying Documents	Employee's Email Address	Employee's Signature
1. Martha Lee	martha.lee@co.galveston.tx.us	
2. Kathryn Ketchum	kathryn.ketchum@galvestoncountytexas.gov	
3. Susan Brace	susan.brace@co.galveston.tx.us	
4.		
5.		

#### Certification

*As a representative of the organization identified above, I confirm that the person(s) named are employees of our organization and are approved to sign and submit monthly invoice(s) and supporting documentation to the Houston-Galveston Area Council. I understand that this authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council within 24 hours with different instructions.*

County Judge

**Mark Henry**

Print or Type Representative Name



Signature

10/14/2024  
Date

Please submit this original form, faxed or a copy of this form will not be accepted. Please make a copy for your records.

## CONFLICT OF INTEREST QUESTIONNAIRE Attachment K

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>  		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small></p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="radio"/> Yes      <input type="radio"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="radio"/> Yes      <input type="radio"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="radio"/> Yes      <input type="radio"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: center;">                     _____                      Date                 </p>		

Adopted 8/7/2015

**Houston-Galveston Area Council**  
**Area Agency on Aging**  
**Bidder Application**  
**Direct Purchase of Services**



Please type or print application information

**Bidder Information**

New

Renewal

<b>Legal Entity Name:</b> Galveston County, Texas	
<b>Entity Db:</b> Galveston County Parks and Cultural Services	
<b>Tax Identification Number (SSN or Federal ID):</b> 74-6000908	
<b>Mailing Address:</b> 4102 Main Street (FM 519) La Marque, TX 77568	
<b>Street Address:</b> Same	
<b>Website Address:</b> www.galvestoncountytexas.gov	
<b>Main Telephone Number:</b> 409-934-8100	<b>Main Fax Number:</b> 409-621-7986
<b>CEO/Director/Authorizing Official</b>	<b>CFO/Accountant/Billing Contact Person</b>
Name/Title: Mark Henry, County Judge	Name/Title: Sergio Cruz, CFO
Telephone Number: 409-762-8621	Telephone Number: 409-770-5398
Email Address: mark.henry@co.galveston.tx.us	Email Address: Sergio.cruz@galvestoncountytexas.gov
<b>AAA Reference</b>	<input checked="" type="checkbox"/> Congregate Meals <input type="checkbox"/> Home Delivered Meals  <input checked="" type="checkbox"/> Transportation
<b>Performance Period</b>	From: 10/1/2024      To: 9/30/2025

**Bidder Organizational Information**

<b>Type of Agency:</b>	Public <input type="checkbox"/>	Private Non-Profit <input type="checkbox"/>
Private For Profit <input type="checkbox"/>	County Government <input checked="" type="checkbox"/>	City Government <input type="checkbox"/>
<b>State the number of years your organization has been in business:</b>		
<b>Historically Underutilized Business (HUB):</b> Is your organization a Historically Underutilized Business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If yes, check type	Small Business <input type="checkbox"/>	Minority Business <input type="checkbox"/>
	Women's Business <input type="checkbox"/>	Disadvantaged Business <input type="checkbox"/>
Have you or anyone within your organization ever been convicted of a felony? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If yes, explain _____		
<b>Certification/License:</b> (State or federal agencies that license and/or regulate your business and/or services.) Attach a copy of all applicable certifications and license.		
<b>Insurance:</b> Does your agency have liability insurance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Please attach a copy of your insurance policy.		
<b>Bonding:</b> Is your organization bonded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If yes, state the bonding agency: _____		
<b>Please attach bonding documentation.</b>		
<b>Conflicts of Interest:</b> State the names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the Area Agency on Agency staff person or Advisory Council member.		

## AGENCY QUALIFICATIONS STATEMENT

Provide a brief history and description of your organization below. The organizational description should not exceed this page. Include the following: *(When was your organization founded? How is your organization governed and managed? Describe the experience of your staff in delivering services, including their credentials. Tell us anything else you would like us to know about your organization that is relevant to your proposal.)*

Galveston County, TX was formed in the year 1838. In 1976, Galveston County established the Senior Citizens program to serve adults who are at least 60 years of age and older under the Community Services Department of the County. Then in 2003, the Senior Citizens program merged with the Galveston County Department of Parks & Senior Services. Three funding sources (e.g. federal, state and local) create the basis, which supports the senior services program. The federal and state support, through the Older Americans Act, Title III programs has been a traditional source of funding through the decades. We rely on civic groups, businesses, program donations, and the County's general fund to enhance and ensure the programs' success. In October 2014 our name was changed to Galveston County Parks and Cultural Services.

Our department utilizes four, 20 passenger buses with a bus and driver dedicated to each of our centers and two 28 passenger buses serving as back up.

The Senior Services department consists of thirteen staff members that are committed to their respective centers and many have been with the County for over ten, consecutive years. Also, each staff member is current in their appropriate certification and training, including Food Handlers Certification, Food Managers Certification, CPR/First Aid and AED Certification, defensive driving education, annual trainings in client confidentiality, and knowledge and techniques for working with persons who are aged or disabled.

We have been accredited by NCOA/NISC for our senior programming for our community centers since 2006, and have great support for what we do with our seniors from Commissioners Court.

We have an excellent reputation for providing senior services in Galveston County. Our audits by various funding sources and in the internal and external county auditors have shown no reportable conditions or findings. Our division consistently proves its ability to provide requested services, and in fact we often provide additional services when requested.

Galveston County Seniors Services has proven its commitment to our seniors over many years, and we continue our commitment to provide the services proposed in this Request for Proposal. We also certify that all statements and information prepared and submitted in this RFP are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this RFP.

X

**Authorization for Submission**

As Chairperson, I certify that the information contained in this application is true and fairly represents the organization and its proposed budgets for the specified project(s). I acknowledge that I have read and understand the requirements and provisions in this Bid and the organization is prepared to implement the program as specified in the application.

Typed Name & Title of authorized signatory      Mark Henry, County Judge

Signature & Date



**October 14, 2024**





**COUNTY of GALVESTON**  
COUNTY COURTHOUSE

722 MOODY AVENUE 2<sup>nd</sup> FLOOR GALVESTON, TEXAS 77550  
Phone: 409-770-5562 Fax: 409-770-5560

May 16, 2024

Leadrian Aldridge Adeoye  
Program Administrator  
Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, TX 77027  
Mailing Address: P.O. Box 22777  
Houston, TX 77227

RE: Galveston County; Section 12 Insurance Request

Dear Ms. Adeoye:

You have requested the following insurance policies:

1. Workers Compensation
2. Auto Liability
3. Comprehensive Liability Insurance
4. Fidelity and Honesty Bond Coverage

Galveston County is a governmental entity and is excluded from the provision by law.

Sincerely,

A handwritten signature in blue ink that reads "Veronica Van Horn".

Veronica Van Horn  
Legal Services Manager

## SERVICE AGREEMENT

This is an Agreement by and between Claims Administrative Services, Inc., a Texas Corporation (hereinafter referred to as "CAS") and the County of Galveston, TX (hereinafter referred to as "Client"). The Client hereby agrees that CAS shall perform third party administration services Client's self-funded workers' compensation plan for and on behalf of the Client upon the terms and conditions set forth herein. The County of Galveston published RFP# B222014 for Self-Funded Workers' Compensation Administration (the RFP) and CAS submitted a Proposal in response (Proposal). The Client selected CAS's proposal as lowest and best, and the parties therefore entered into this agreement. The terms of the RFP and Proposal are fully incorporated by reference as if set forth herein. To the extent there is any conflict, this document shall be given precedence first, then the RFP, then the Proposal.

### I. RELATIONSHIP - CAS AND CLIENT

#### 1. Definitions

**Adjust** - process of investigation, evaluation, and disposition of claims alleging bodily injury, death, damage, or loss in accordance with generally accepted claim handling standards.

**Allocated Loss Expense** - expenses payable by the Client for services provided that are directly attributable to the claim but not including per claim fees paid to CAS.

**Allocated Expenses and associated fees are:**

- Attorney fees due to suit or representation at hearings, conferences, and etc.
- Court costs, and associated fees such as but not limited to; court reporters; fees for service of process; cost of transcripts for testimony taken at inquests, or any criminal or civil proceeding; and the cost of depositions.
- Fees for claim related medical opinions including fees for independent medical examination or evaluations to determine suitability of rehabilitation or to determine the extent of the Client's liability.
- Cost of surveillance experts, undercover operatives and detective services.
- Cost of employing experts for advice, opinions, or testimony concerning potential claims, claims under investigation, or in litigation.
- Cost of witness fees and witness travel expense.
- Cost for obtaining and copying of public or medical records.
- Cost for photography, preparation of maps, diagrams or physical analysis.
- Cost for property damage appraisal fees and expenses associated with determining loss values.
- Interest paid as a result of litigation.
- Extraordinary travel expenses incurred by CAS at the request of the Client.
- Cost associated with Occupational Rehabilitation, Medical Case Management, Pre-authorization or Utilization and Medical Necessity Review.

- Any unusual out-of-pocket expenses incurred as a result of Client's claim investigation.
- Cost associated with the Loss Fund and its maintenance, such as but not limited to, check charges, account reconciliation, returned check charges, and any other form of banking fees or charges.
- Cost of any unusual services performed by CAS at the direction or request of the Client.
- Any other similar cost, fee or expense reasonably occurring as a result of investigation, negotiations, settlement or defense of a claim or alleged loss of any kind or the protection or perfection of the Client's rights including those rights of subrogation.
- Charges for Index Bureau reporting, state mandated loss data reporting, motor vehicle records or like and similar charges.

**Claim** - any incident that could, in CAS's judgement, result in financial loss to or financial liability for the Client, and for which CAS has established a file.

**Discretionary Settlement Authority** - agreement under which CAS shall have full discretion and final authority to adjust and make claim payments on behalf of the Client.

**Reserve** - monetary evaluation of the Client's total financial exposure on any claim or incident as established by CAS.

**Third Party** - any person, partnership, corporation, or other legal entity except the Client, or employees of the Client, CAS, or employees of CAS.

**Claim Report Date** - date when CAS first receives notice that a claim is alleged to exist.

**Date of Accident** - the date an alleged accident occurred as reported by the Client or as later revised by CAS to represent the more likely date of occurrence..

**Denied Claims** – Claims that are denied in their entirety require a full investigation and are thus coded as Indemnity Claims. Bills submitted on denied claims incur bill review charges.

**Indemnity Claim** – each claim where an indemnity reserve is established under the reasonable expectation that an exposure exists, whether or not any indemnity payment is ever made; any claim that requires a full investigation; any claim that requires a recorded statement; any claim that involves subrogation potential; any claim that results in lost time; any claim that is questionable in nature; any claim where fraud is suspected or reported; any claim in which the level of medical treatment reaches an incurred reserve of more than \$5000.

**Loss Fund** - account or amounts set aside for the payments of claims and allocated expenses. Fund levels and/or deposit procedures are further described in Exhibit A.

**Medical Only Claim** – each claim where no lost time occurs and an indemnity claim is never established, but where a medical reserve of \$5000 or less may be set based upon the reasonable expectation that an exposure exists and/or medical benefit payments are made to a legally defined health care provider.

**Information Only Claim** – each claim where an incident only is reported but there is no injury or only minor injury (example: paper cut) with no outside, professional medical treatment sought, and alleged injury does not involve a back or neck injury, or list “pain” as the sole complaint, and no medical or income benefits are sought or paid. No compensability investigation required.

2. Nature of Contractual Relationship

Client has elected to employ the administrative services of CAS. CAS will provide certain services as defined in this agreement. The Client shall retain all power and authority provided by law such as, but not limited to the power to approve or disapprove its employees' claims, to pay or not pay benefits to its employees or others and to retain counsel to prosecute or defend actions in connection with covered benefits. In return for and in consideration of the fees set forth herein, CAS agrees to furnish services to the Client in accordance with the provisions of this Agreement. CAS, at all times, shall be considered an independent contractor, and employees of CAS shall in no event be considered employees of the Client. CAS reserves the right, in its sole discretion, to assign performance of activities under this Agreement to any of its personnel and to subcontract to third parties any part or all of CAS's duties without the necessity of the Client's approval, provided, however, that any subcontracting by CAS shall not relieve CAS of its obligations to the Client under this Agreement.

3. Term of Agreement

This Agreement shall remain in effect from the aforementioned commencement date, and shall remain in effect continuously until terminated in accordance with any provisions of this Agreement and/or the provisions of Section VI.

## II. SERVICES TO BE PERFORMED BY CAS

During the period or periods of this Agreement, CAS shall provide for the Client certain services as defined in this agreement and shall devote its best efforts in the conduct of its duties hereunder. Such duties shall include all of those described in the RFP, Proposal, and the following:

Program Administration

1. CAS shall collect and report data as required by the Internal Revenue Service for the purpose of preparing Client's 1099 Miscellaneous Income Form filing for those and only those claims payments made by CAS under the terms of this agreement.
2. Develop and maintain a bank draft authorization procedure, if applicable, for claim payments. The Client will cooperate as necessary to meet all requirements of the Loss Fund as set forth in Exhibit A.
3. Coordinate regular program review meetings between CAS and the Client.
4. Provide financial consulting for the purposes of loss forecasting, analysis of loss reserves, and cost allocation based upon any historical data made available to CAS.
5. CAS will advise Client of changes to workers' compensation laws, rules, and regulations that may affect Client or Client's duties. CAS will not be liable for the effect of any such changes unless such effect is caused as a result of CAS's failure to advise Client sufficiently in advance to enable Client to avoid, if possible, the detrimental effect.
6. CAS shall implement such revisions, modifications, or additions to the services it provides under this agreement as are required by legislative acts, DWC rules, or regulations governing workers' compensation as they affect counties in the State of Texas. Should significant additional duties and responsibilities be imposed on CAS by such revisions, modifications, or additions, CAS and Client shall negotiate and agree upon adequate additional compensation as appropriate.

#### Claims Administration

1. Review, investigate, adjust, settle or resist all reported claims in accordance with rules, regulations, restrictions and laws of each government, state or province involved with the authority levels granted in Exhibit A. Any claim to be denied will be discussed with the Client prior to denial.
2. Monitor medical treatment of injured claimants and obtain appropriate medical reports.
3. Issue checks or authorize payments, claims benefits and medical treatments considered related, reasonable, and necessary.
4. Negotiate settlements with claimants or their attorneys in accordance with discretionary settlement authority provided by the Client and/or detailed in Exhibit A.
5. Provide narrative reports for serious claims, where appropriate.

6. Prepare and monitor files referred to defense counsel for disposition, discovery, and any legal work.
7. Consult with the Client and defense attorneys on the cost impact and cost control strategy available on claims.
8. Assist in the selection and aid in the supervision of attorneys retained to defend claims against the Client.
9. Evaluate and reserve all claims in accordance with CAS's standard reserve procedures.
10. Monitor claims for potential subrogation and direct and supervise efforts to pursue subrogation recovery.
11. Audit medical, hospital, and miscellaneous invoices prior to approving for payment.
12. Provide the Client with CAS's standard monthly, quarterly, and annual claims and loss reports.
13. Develop and assist in the implementation of written procedures and instructions necessary to the efficient operation of the Client's program.
14. Provide usual and customary reports required by excess insurers.
15. When appropriate CAS will provide, at no cost to the Client, computerized bill review.
16. CAS will file on a prompt basis, proper forms and reports as are required by any governmental agency which regulates the handling of workers' compensation or other types of insurance claims such as but not limited to industrial accident boards or commissions, state departments of insurance or boards, and federal agencies for which claims are subject to this agreement.
17. Report all claims to CMS as required by Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007.

**Loss Control (if purchased)**

1. Assist the Client in developing a comprehensive loss prevention program.
2. Provide administrative consulting relative to risks and exposures, experienced in the Client's activities.
3. Analyze reported accidents to determine causes and trends to assist in the control of loss exposures.

4. Periodically conduct on-site investigation and evaluation of exposures relative to employees, materials, equipment, processes and facilities.
5. Assist the Client with employee training, training aids, programs and materials designed to lessen the frequency and severity of employee accidents.

#### Cost Containment

1. **Field Case Management** – CAS will direct the services of a Case Manager to facilitate best outcome for the injured employee and limit cost to the Client. CAS will match individual claims to standard referral criteria before assigning a Case Manager and monitor to ensure objectives are met. CAS will pre-approve specific amounts of time for each referred case and review reports to ensure they are adequate and that specific allocated time is not exceeded.
2. **Telephonic Case Management** – CAS will hire and direct the services of a Case Manager to ensure injured employees receive care appropriate to the injury and return to work as quickly as possible. CAS will monitor Nurse activity to meet stated objectives and time limits.
3. **Rehabilitation/Vocational Case Management** – CAS will work with a rehabilitation facility or vocational case manager to ensure injured employee receives best care available and is returned to maximum physical abilities possible relative to the injury.
4. **Pre-Authorization/ Utilization Review** –To ensure no unauthorized provider services are paid, CAS will receive and review Pre-Authorization reports before paying any bill for the Client that indicates charges for a service or medical procedure known to require pre-authorization.
5. **Specialty Bill Review** – CAS will review all bills to determine if amounts billed are appropriate to the stated injury and that charges do not exceed state mandated fees. CAS will negotiate with Providers to reduce the total amount of the bill.
6. **Pharmacy Network** – CAS will provide Client's injured employees access to our pharmacy network, which affords the Client pharmacy pricing that is below the (AWP) Average Wholesale Price.
7. **Medical Necessity Review**– CAS will use Medical Necessity Reviews as a tool that allows the Client to avoid paying for unnecessary medical treatment or specific treatment that is not directly related to the reported injury. CAS Bill Review Department will issue consistent and immediate denials as appropriate.
8. **Subrogation** – CAS will review every injury claim as it is reported to determine if a subrogation opportunity exists. CAS adjusters will handle any subrogation recovery in-house unless it is a very complicated case that requires the expertise of an attorney or

subrogation specialist.

9. **Investigation Service** – CAS will do an initial review of each case to determine if there is a possibility of fraud involved. Where necessary, an investigation service will be hired. CAS will seek approval of the Client prior to hiring the services of a private investigator.

### III. PAYMENT OF CLAIMS AND DISCRETIONARY SETTLEMENT AUTHORITY LIMIT

The Client expressly gives CAS the authority to make payments on any claim handled by CAS on behalf of the Client pursuant to the terms of this agreement. CAS shall have the authority to pay on behalf of the Client any claim related services falling within the definition of Allocated Loss Expenses.

### IV. LOSS FUND

To facilitate the payment of Claims and Allocated Loss Expenses the parties hereby agree to use a banking arrangement, Loss Fund Deposit or other type of loss financing arrangement as described in Exhibit A.

### V. COMPENSATION

Except as provided elsewhere in this Agreement, CAS shall be compensated in accordance with the terms of Exhibit A. The compensation due and payable to CAS shall in no way include or in any way affect the separate payment obligation of the Client as respects to the Loss Fund as discussed in Section IV and further clarified in Exhibit A or the payment for additional services provided by CAS.

All sums due CAS are payable within ten (10) days after receipt by the Client and past due thirty (30) days after receipt. Payments, billing, interest, and disputes shall be governed by the Texas Prompt Payment Act, Tex. Gov't Code Ch. 2251.

### VI. TERMINATION

After the initial term of one year, this Agreement may be terminated in its entirety by either party for any reason or for no reason by providing written notice to the other party. Such notice shall specify a date the cancellation is requested, provided such date is not less than sixty (60) days from the date of such notice.



In the event of any termination of this Service Agreement any open claims and pending activities on the date of termination of their contract shall:

1. Continue to be handled by CAS until the expiration of the period stated in this Agreement and thereafter at time and expense, based upon actual expenses and at the agreed rate for services provided by CAS, or;
2. After the date of termination the Client will assume all responsibility for the continuation of all open claims or Client may delegate such responsibility to a third party, provided that CAS is entitled to all fees earned prior to the effective date of termination. Administration fees, if any, charged by CAS are deemed to be fully earned. The Client shall inform CAS, in writing, prior to the termination date of the selected option. In the absence of a selected option by the Client, CAS shall immediately after the termination date suspend all activity on the Client's behalf and CAS shall have no further obligation or responsibility to perform under this Agreement.

In addition to the aforementioned termination privileges CAS may cancel this Agreement and suspend services immediately upon notice to the Client if:

1. The Client fails to pay for services as described in Exhibit A.
2. The Client fails to maintain a sufficient balance in the Loss Fund account; at no time shall CAS be obligated to make any payments on behalf of the Client from CAS's own funds.
3. The Client dissolves, liquidates all or a substantial part of its business, is the subject of bankruptcy proceeding, whether voluntary or involuntary, or has a receiver appointed on its behalf.
4. The Client is substantially acquired by another entity, unless this Agreement is assumed in writing by the other entity and CAS further agrees upon such assumption.

## VII. GENERAL CONDITIONS AND INDEMNIFICATION

All claims and related files generated by CAS as a result of its activity under this program including all files transferred to CAS from prior administrators, if any, shall remain at all times property of the Client. However, CAS reserves the right and the Client agrees to retain and make any and all claim files available to CAS for a period of five (5) years from the date the file is last closed. In lieu of this obligation, CAS will copy all claims files for CAS's retention. The Client agrees to pay the reasonable fees in connection with such copying.

Following reasonable notice to CAS, the Client shall have the right to conduct an audit on CAS's premises of all Client files processed by CAS. Individuals performing such audit may be the Client's personnel or other representatives designated for that purpose by the Client. County will not pay extra for access to information or cooperation during an audit.

CAS shall maintain active and inactive claim files for five years after each file is closed, following which, at the option of the Client, they will be returned to the Client or destroyed. CAS shall treat all of the Client's files and other records generated under this program as confidential and no

information related thereto shall be released by CAS to anyone without authorization of the Client. The Client expressly grants CAS the right to share Client's claims data with Governmental and other Agencies such as, but not limited to, agencies who calculate experience factors and index and/or reporting bureaus.

CAS's responsibility for the performance of activities described in Section II is conditioned upon the Client's cooperation with CAS in all reasonable matters with respect to the activities of CAS including, but not limited to, responding to CAS's requests for information promptly, meeting with CAS and/or third parties, as may be needed, and making decisions on matters which are required by this Agreement or in the professional opinion of CAS, should be made by the Client.

The ownership of all systems created or utilized by CAS in performance of activities under this Agreement shall belong to, and remain as property of CAS; the Client having no interest therein. "Systems" as used herein shall include, but is not limited to, computer programs, computer equipment, formats, risk data record formats, procedures, documentation and internal reports of CAS, but shall not include claim files returned to the Client pursuant to this Section, or any materials delivered by CAS to the Client.

After termination of this Agreement, should the Client request that CAS provide electronic risk data, this service will be provided at the then prevailing charges billed by CAS's software vendor.

The Client agrees that the system includes proprietary information belonging to CAS, the loss of which could cause irreparable damage to CAS.

The services provided by CAS are not of a legal nature and CAS shall in no event give, or be required to give, any legal opinion or provide any legal representation to the Client, nor may any communication prepared by CAS be called upon by the Client as a legal opinion or interpretation. CAS shall in no event be considered as engaged in the practice of law.

The Client retains all power and authority in the disbursement of benefits to its employees. CAS does not have any discretionary power or authority in the disbursement of benefits, but shall pay or deny benefits solely upon applicable law and/or the decision of the Client.

The Client will be responsible for any and all taxes, licenses, and fees, if any, levied by any governmental authority regarding the actions of the Client or CAS as these actions relate to this Agreement.

The Client warrants that CAS does not act as an insurer for the Client and that this Agreement shall not be construed as an insurance policy.

CAS shall not be liable for the Client's breach of any obligation arising under this Agreement.

CAS will perform in accordance with all applicable Federal and State laws, administrative rules, regulations, and guidance. CAS will use ordinary care and diligence in the performance of its duties. Client acknowledges that the services performed by CAS require the exercise of prudent judgment.

Client agrees that any such exercise of judgment shall not constitute a failure to use ordinary care and diligence, as long as such exercise of judgment is not negligent, willful misconduct, nor lack of good faith.

CAS will not be liable for damages which are caused by Client's failure to give a necessary timely notification to CAS.

CAS agrees to be responsible for and promptly pay any DWC fines and/or penalties levied against CAS or Client caused by the performance or nonperformance of any duty imposed on CAS under this Agreement.

CAS agrees to indemnify and hold harmless Client from and against any cost, damage, expense, loss, liability, or obligation of any kind, resulting from negligence on the part of CAS, including any degree of mixed negligence on the part of CAS and Client and to the degree of CAS's negligence, and including, without limitation, reasonable attorney's fees, which Client may incur in connection with CAS's furnishing of services provided by them under this Agreement. Said indemnity obligation shall be supported by the insurance limits set forth in this Agreement.

CAS agrees to maintain General Liability, Automobile Liability, Workers' Compensation, Fidelity Bond and/or Crime Insurance applicable to theft or misappropriation by CAS or its employees with a limit of at least two hundred and fifty thousand dollars per occurrence, and Professional Liability Coverage with an aggregate limit of at least one million dollars. CAS shall provide certificates of insurance as evidence of the aforementioned coverages if requested in writing by the Client.

The Client agrees to review and re-negotiate as appropriate the fees shown herein if, within the term of this Agreement, changes in the Client's business take place which materially change the scope of service contemplated at this Agreement's inception.

The Client further agrees to review and re-negotiate as appropriate the fees shown herein if, within the term of the Agreement, governmental laws or regulations change or are instituted which materially increase the work efforts required of CAS, which were not in effect at this Agreement's inception.

The Client agrees that no additional reporting, beyond those obligations listed in the RFP, the Proposal, or this agreement, will be required by the Client or Client's insurers. Any special requirements requested by the Client or Client's insurers may be provided for an additional fee to be negotiated and agreed in writing by CAS and Client.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this agreement is intended to confer upon any other person any rights, remedies, or obligations under or by any reason of this Agreement.

If Loss Control and Safety Services are provided as a provision of this agreement, the Client agrees that:

1. Reports and recommendations provided by CAS are based upon conditions and practices observed and information made available at the time of the inspection, and;
2. Inspections and safety recommendations offered by CAS do not purport to list all hazards or to indicate that other hazards do not exist, and;
3. Inspections and recommendations offered by CAS are meant to be advisory in nature and are designed to assist the Client in implementing and maintaining its own safety activities, and;
4. CAS assumes no responsibility for making changes in Client's operation or procedures or for the actual implementation of any recommendations.

This Agreement applies only to the expressly referred activities contained in this Agreement and shall not include any other relationship CAS may have with the Client.

If applicable, the Client agrees to provide, at the Client's expense, electronic risk data for those prior years, if any, in which the Client reasonably requests CAS to adjudicate claims. The Client's risk data shall be in an industry accepted electronic format acceptable by CAS. CAS agrees to incur all costs necessary to modify the Client's submitted electronic data for use by CAS.

This Agreement and the attached Exhibit A supersedes any and all prior oral or written agreements, representations, proposals, or understandings between the parties directly or indirectly relating to the administration of the Client's claims and services as described in this agreement. This is the complete and only agreement between the parties.

The waiver of any party of a breach of any provision of this agreement or the failure to insist upon strict compliance with any provision of this agreement shall not operate or be construed as a waiver of such provision or any other provision on a subsequent date.

The terms of this Agreement between CAS and the Client shall be governed by the State of Texas. Any adjudication by any court of competent jurisdiction which invalidates any part of this Service Agreement shall not act to invalidate any other part thereof.

This Agreement can be modified only in writing, agreed to and executed by the parties. All notices, requests, and other communications from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or if mailed, on the date of mailing. All such notices, requests or other communications shall be delivered to:

FOR CAS: Claims Administrative Services, Inc.  
501 Shelley Drive  
P.O. Box 6367  
Tyler TX 75711

FOR CLIENT. Galveston County  
722 21<sup>st</sup> Street Floor 3  
Galveston, TX 77550

The parties hereto have caused this Agreement to become effective by the application of the signatures of their respective representatives set forth below:

FOR CAS:

FOR Client:

Dan Campbell  
Print Name

Mark Henry  
Print Name

[Signature]  
Signature

[Signature]  
Signature

Executive VP, Client Services  
Title

County Judge  
Title

10/10/2022  
Date

October 17, 2022  
Date

[Signature]  
Witness

[Signature]  
Witness Dwight D. Sullivan, County Clerk



[Signature] initials

**EXHIBIT A**

This Exhibit is a part of the Agreement between Claims Administrative Services, Inc., hereinafter referred to as "CAS" and Galveston County hereinafter referred to as "Client," and is in effect from October 17, 2022 , until terminated under the terms of this Agreement.

Service Fees

In consideration for all the services provided under this Agreement; the Client agrees to pay CAS:

<u>SERVICE</u>	<u>FEE</u>
Indemnity Claim Fee	\$850.00
Medical Only Claim Fee	\$ 150.00
Report Only Claim Fee	\$ 25.00
Administrative Fee	\$5,000 Annually
Data Conversion Fee	Included

The following Services are not included in the Service Fees detailed above:

- All Generally Acceptable Allocated Loss Expenses, including but not limited to;
- Field Case Management \$ 90 per hour + mileage + expenses
  - Telephonic Case Management \$ 90 per hour
  - Rehab/Vocational Case Management \$ 90 per hour + mileage + expenses
  - Pre-Authorization/Utilization Review \$ 150 flat fee per request
  - Bill Review \$ 8.50 per bill entered
  - Medical Necessity Review \$ 125 coordination fee + cost
  - Surveillance & Investigations \$ 84 per hour
  - Subrogation Majority of cases are handled in-house by the CAS Adjuster at no additional cost. For more complex cases, an outside vendor or attorney may be hired at a percentage of recovery, which is allocated to the file at cost.
  - Pharmacy Network 9% of savings
  - Specialty Bill Review 25% of savings negotiated beyond fee schedule
  - Medicare Reporting Query is at no charge; \$10 per submission
  - In-House Attorney Representaton at Hearings \$75.00 Per Hour

Claims occurring outside the continental United States except when CAS is providing services under the Jones Act;

Any requirement that CAS assume the handling of Client's existing or prior claims unless otherwise specified;

Environmental damage or pollution claims;

Any special projects to gather information for the Client or narrative claims reports requested by the Client

Discretionary Settlement Authority

The above pricing contemplates CAS being granted a discretionary settlement authority for all types of payments equal to or less than \$ 10,000.00.

Loss Fund Agreement

CAS shall make disbursements on behalf of the Client. To facilitate these disbursements, the Client will maintain a separate bank account at a financial institution of its choice.

This checking account is funded by Client. It is established as a trust account by Client's County Auditor in accordance with Texas Local Government Code §157.002. CAS will abide by all applicable laws, rules, and requirements of the Auditor relating to and governing the establishment, operation, and control of the account.

CAS has no ownership interest in the account. CAS also agrees that the sole purpose of the account is to pay physician, hospital, and related medical claims and impairment income and other workers' compensation benefits that are due to eligible County workers' compensation claimants.

CAS agrees that in the event of bankruptcy or receivership, the account is not an asset of CAS, and CAS will not list the trust account as an asset.

The Client shall designate three (3) employees of CAS as authorized drawers on such account.

The Client shall be liable for any expense arising from the administration of this account such as, but not limited to, charges for insufficient funds, check charges and reconciliation fees. All interest on the account will belong to Client and will be transferred monthly to the Client by electronic funds transfer or by check issued on the trust account.

CAS will refrain from making payment to itself as payment from the Loss Fund unless directed to do so in writing by the Client, an exception being the payment of CAS for allocated loss expense items.

CAS will maintain a record of all disbursements made by CAS. CAS will, via email, send the County Auditor and County Treasurer a report of payments authorized on the account during the preceding week, if any. This report will be sent every Monday. In addition, if requested by Client, CAS, working with the County Treasurer, will provide a Positive Pay Check File as specified by the County's chosen financial institution. CAS will invoice the County its actual cost for the file. CAS will, upon request, promptly provide the County Auditor and the County Treasurer with any reports or data specified by either of them as required for the management of the trust account.

The County Auditor and the County Treasurer will be responsible for performing monthly bank account reconciliations on the checking account.

The County Auditor and the County Treasurer also have the unfettered right and authority to stop disbursement from the checking account and to retrieve checking account assets at such times either of them deem necessary or prudent.

The parties hereto have caused this Agreement to become effective by the application of the signatures of their respective representatives set forth below:

FOR CAS:

FOR Client:

Dan Campbell  
Print Name

Mark Henry  
Print Name

[Signature]  
Signature

[Signature]  
Signature

Executive VP, Client Services  
Title

County Judge  
Title

10/10/2022  
Date

October 17, 2022  
Date

[Signature]  
Witness

[Signature]  
Witness **Dwight D. Sullivan, County Clerk**





**BUSINESS INSURANCE PROPOSAL**

**FOR**

**COUNTY OF GALVESTON & GALVESTON COUNTY COMMISSIONERS COURT**

**FEBRUARY 6, 2024**

**PRESENTED BY:**



*Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself.*

*This presentation is a summary only and does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company*

*From June through November insurance companies may stop binding coverage when a 'tropical disturbance' enters the Gulf of Mexico or Caribbean Sea. In these cases, coverage quoted in this proposal cannot be put in effect until the company lifts its binding restrictions.*



February 6, 2024

County Of Galveston & Galv Cty Comm Court  
722 Moody, 3rd Floor  
Galveston TX 77550

Re: Proposal for Crime  
Proposed Effective 2/21/2024 to 2/21/2025

Dear County of Galveston Commissioners Court:

**THANK YOU FOR YOUR BUSINESS!**

We are pleased to enclose a presentation for the above referenced policy or line(s) of coverage. We would like to point out that this presentation outlines a few of the coverage and/or limitation features of the coverage line(s) being presented, others may apply. We strongly encourage you to review the presentation closely and call us should you have any questions or concerns. *Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself. This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium before a request for coverage can be made to the insurance company.*

We would also like to remind you that your exposure to a loss may exceed your current limits. Higher limits may be available.

GIA offers a full line of insurance products including Employee Benefits to help meet all your insurance needs.

If you have ANY questions concerning this presentation or any other insurance matter, please let us know.

Sincerely,

*Stephanie Rippard*

Stephanie Rippard

Enclosure

---

6025 Heards Lane, Galveston TX 77551 • P O Box 16767, Galveston TX 77552  
409-740-1251 • FAX 409-740-0513  
[www.gia-tx.com](http://www.gia-tx.com)

Commercial • Personal • Employee Benefits



**CRIME POLICY**

**I N S U R A N C E**

Company:	The Hartford Fire Insurance Co.
AM Best Rating:	A+ XV
Policy Term:	February 21, 2024 to February 21, 2025
Premium:	\$8,144.00
<i>Rates are not guaranteed. They are set by the company and subject to change.</i>	

CrimeSHIELD Coverage	Limit of Insurance	Deductible
(Insuring Agreement 1) Employee Theft	\$1,000,000	\$150,000
(Insuring Agreement 3) Computer and Funds Transfer Fraud	\$1,000,000	\$150,000

Additional Included Coverages:	Limit of Insurance	Deductible
Deception Fraud	\$100,000 per occurrence	\$25,000 per occurrence
Sublimit for Virtual Currency	\$15,000 per occurrence	\$5,000 per occurrence

- Coverages Not Included:**
- (Insuring Agreement 2 )Employee Theft at Client Premises
  - (Insuring Agreement 4) Theft Inside the Premises
  - (Insuring Agreement 5) Theft Outside the Premises
  - (Insuring Agreement 6) Depositors Forgery or Alteration
  - (Insuring Agreement 7) Credit, Debit or Charge Card Forgery
  - (Insuring Agreement 8) Money Orders and Counterfeit Currency
  - (Insuring Agreement 9) Investigative Expenses
  - (Insuring Agreement 10) Computer Systems Restoration Expenses
  - (Insuring Agreement 11) Identity Recovery Expenses Reimbursement

**Important Exclusions:** Amendment for Governmental Entities: Excludes coverage for Bonded Employees, Treasurer or Tax Collector; Please see policy for policy form built in exclusions applying to all insuring agreements.  
**(Others May Apply)**

Sample Policy Form is included. Please review it carefully to determine if this coverage is right for you.

**\*\* Notice regarding higher limits:** Your exposure to a loss may exceed your limits and even those quoted here. Higher limits may be available. Please let us know if you would like additional information or a quote.

6025 Heards Lane, Galveston TX 77551 • P O Box 16767, Galveston TX 77552  
 409-740-1251 • FAX 409-740-0513  
 www.gia-tx.com

Commercial • Personal • Employee Benefits



**I N S U R A N C E**

**INVOICE**

All premiums payable on or before effective date of policy.

ACCOUNT NO. 00000928 / DATE February 6, 2024

County Of Galveston & Galv Cty Comm Court  
722 Moody, 3rd Floor  
Galveston, TX 77550

FOR:

\$ PAYMENT ENCLOSED

PROPOSED EFFECTIVE DATE	PROPOSED EXPIRATION DATE	QUOTE / POLICY #	DESCRIPTION	AMOUNT
2/21/2024	2/21/2025	Renewal of 61FA028331223	Crime Policy	\$8,144.00

PLEASE MAKE CHECK PAYABLE TO GIA  
Thank you!

**PAYMENT DUE BY 2/20/2024  
TO AVOID A LAPSE IN COVERAGE.**

*Payment and signed documents must be returned to GIA before a request for coverage can be made to the Insurance Company*

**TOTAL ESTIMATED AMOUNT DUE | \$8,144.00**

**Thank you for your payment. We greatly appreciate your business!**



# INSURANCE

Applicant's Business Name: County Of Galveston & Galveston County Commissioners Court

Applicant's  
Initials

X

**CLIENT AUTHORIZATION TO SECURE COVERAGE  
AND NON-BINDING COVERAGE DISCLAIMER**

Applicant has requested GIA to secure insurance on their behalf as proposed and/or quoted with changes (if any) noted on the "Declination of coverage" page located in this business insurance proposal.

This agreement will confirm that applicant understands and agrees that no insurance policy or coverage shall be effective until an insurance company, in response to the agency's request, issues the policy, binder, endorsement or certificate. Applicant understands and agrees that no action or statement by the agent in accepting this application or attempting to secure the insurance or coverage desired by the applicant shall be construed as binding coverage, or as a promise, or representation, as to when such coverage will, or may, be issued or become effective. This agreement will also apply to any insurance, coverage or endorsements required by applicant to be attached to any policy or certificate of insurance as a result of this application.

Any proposal or quotes offered to the applicant by the agency provide only a summary of the insurance or coverage proposed, the actual policies and other evidences of insurance, as issued by the company are the sole source for coverage, conditions, limitations and exclusions. Applicant confirms that the values, schedules and other data contained on the agency's applications, proposals and quotes have been supplied by the applicant, and/or records he supplied. Applicant acknowledges that they are solely responsible to maintain these records accurately, and agrees and understands that the policies contained in these proposals and quotes may be subject to final audit adjustment. Applicant understands that the final audited policy premium could be subject to change based on the final audit of exposures (such as payrolls, sales, receipts, etc). Further, applicant understands and agrees their authorization to secure coverage may result in a partially or fully earned premium, not subject to adjustment or refund even if coverage is canceled. The undersigned applicant has read and agrees to the provisions of this agreement.

EXECUTED ON (DATE): 2/19/2024

Mark Henry, County Judge

PRINTED NAME

X

SIGNATURE OF APPLICANT

a stock insurance company, herein called the Insurer



**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED  
RENEWAL APPLICATION FOR  
COMMERCIAL, NON PROFIT AND GOVERNMENTAL ENTITIES**

Agency Name: Galveston Insurance Agency Hartford Agency Code: \_\_\_\_\_

Hartford Policy Number: 61FA028331221

Named Insured: County of Galveston

Address: 722 Moody Ave., 2nd Floor, Galveston, TX 77550

Effective Date Of Renewal: 02/21/2024

Does the above Named Insured and address information represent a change from the last renewal?  Yes  No  
If yes, please explain on a separate sheet.

Desired coverage/limit/deductible changes: \_\_\_\_\_

Check here if none

A. SINCE THE LAST RENEWAL, HAS YOUR OPERATION CHANGED IN THE FOLLOWING AREAS? (If yes, please explain on separate sheet, if necessary)		
1.	Legal entity status? If yes, what is nature of the change? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	Predominant business activity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	Change in ownership or management?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.	Internal Control procedures as documented in your most recently completed full application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.	Mergers/acquisitions with other companies?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**B. COMPANY INFORMATION**

1.) Latest fiscal year end revenues: \$250,218,368.00

List Countries in which you have operations	Type of Operation	# of Employees	# of Locations	Revenues
U.S. and Canada	Elected Officials	28	21	
	Appointed Officials	2		
	Full Time	1,427		
	Half Time	16		
	Part Time	58		
	Temporary	10		
<b>TOTAL:</b>		<b>1,539</b>	<b>21</b>	<b>\$0.00</b>

2.) Of the grand total of employees indicated above, how many are either in management, or handle/have custody, or maintain records of money, securities or other property?:

Management: 154  
Maintain/Handle Money: 287

**C. LOSS EXPERIENCE**

<b>LOSS EXPERIENCE</b>		
List all fidelity and crime losses discovered or sustained in the last three years. Check here if none: <input checked="" type="checkbox"/>		
<b>DATE OF LOSS</b>	<b>TYPE OF LOSS (Employee Dishonesty, Forgery, etc.)</b>	<b>AMOUNT OF LOSS</b>

Please attach details of all losses including description, corrective action taken and amount covered by insurance.

Please attach the following information:

- Latest fiscal year end CPA financials (if private)
- Latest CPA Management Letter and written response

No management letter for FY22, there were no findings or response statement required

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.

**Insurance Fraud Warning**

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance, or a statement of claim containing any false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

**Important State Specific Information**

**ALABAMA:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

**ARKANSAS APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**KANSAS APPLICANTS:** A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

**KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

**PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**PUERTO RICO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

**RHODE ISLAND APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."



**TENNESSEE: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.**

**VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.**

**VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.**

**WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."**

**WEST VIRGINIA: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.**

**NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.**

The Insured represents that the information furnished in this application is complete, true and correct. Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any bond issued in reliance upon such information.

**\*APPLIES TO GEORGIA, VIRGINIA APPLICANTS ONLY:** The Insured represents that the information furnished in this application is complete, true and correct. It is further agreed that if the above described declarations and statements are not true, accurate and complete, and are deemed material to the issuance of this Policy, any claim arising from any matter not truthfully, accurately or completely disclosed, or disclosed at all, shall be excluded from coverage

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED IN CONNECTION WITH THE APPLICATION PROCESS, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

Application completed by: Veronica Van Horn for Mark Henry, County Judge

(Name and Title)

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

Date: 01/22/2024

PRODUCER NAME: (required in *Florida and Iowa* only) \_\_\_\_\_

PRODUCER LICENSE NO. (required in *Florida* only) \_\_\_\_\_

PRODUCER SIGNATURE: (required in *New Hampshire* only) \_\_\_\_\_

***Fax to Regional Office Bond Department:***



**HOUSTON-GALVESTON AREA COUNCIL  
Area Agency on Aging**



**FY2025 Contractor Contact List**

<b>Contractor Name</b>	<b>Contact Person</b>	<b>Phone</b>	<b>Email</b>
Galveston County	Mark Henry County Judge	409-762-8621	Mark.henry@co.galveston.tx.us
Galveston County	Sergio Cruz CFO	409-770-5398	Sergio.cruz@galvestoncountytexas.gov
Galveston County	Martha Lee Parks Assistant Director	409-934-8126	Martha.lee@co.galveston.tx.us
Galveston County	Kathryn Ketchum Senior Services Supervisor	409-934-8124	Kathryn.ketchum@galvestoncountytexas.gov
Galveston County	Susan Brace Records Specialist	409-934-6257	Susan.brace@co.galveston.tx.us

**(\*\*All service areas: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton.)**

Effective 08/31/2022

## Houston-Galveston Area Agency on Aging Application

### Identify the Older Individuals Focal Point(s) in your Service Area

<b>Vendor Name</b>	Galveston County, TX
<b>Address</b>	4102 Main Street
<b>City, State, Zip</b>	La Marque, TX 77568
<b>Telephone</b>	409-770-6251
<b>Email Address</b>	<a href="mailto:martha.lee@co.galveston.tx.us">martha.lee@co.galveston.tx.us</a>
<b>Program Director</b>	Martha Lee, Assistant Director

### List your organization's senior centers

<b>Site Name</b>	Bayside Community Center
<b>Address</b>	4833 10th Street
<b>City, State, Zip</b>	Bacliff, TX 77518
<b>Telephone</b>	281-316-8822
<b>Site Manager Name</b>	Jo Ross

### List your organization's senior centers

<b>Site Name</b>	Dickinson Community Center
<b>Address</b>	2417 Highway 3
<b>City, State, Zip</b>	Dickinson, TX 77539
<b>Telephone</b>	281-309-5011
<b>Site Manager Name</b>	Frankie Haynes

**List your organization's senior centers**

<b>Site Name</b>	Wayne Johnson Community Center
<b>Address</b>	4102 Main Street
<b>City, State, Zip</b>	La Marque, TX 77568
<b>Telephone</b>	409-934-8158
<b>Site Manager Name</b>	Sherita Jenkins

**List your organization's senior centers**

<b>Site Name</b>	City of Friendswood - Friendswood Senior Center
<b>Address</b>	416 Morningside
<b>City, State, Zip</b>	Friendswood, TX 77546
<b>Telephone</b>	281-482-8441
<b>Site Manager Name</b>	Genie Balderaz

**List your organization's senior centers**

<b>Site Name</b>	City of League City - Hometown Heroes Park, Senior Program
<b>Address</b>	2105 Dickinson Avenue
<b>City, State, Zip</b>	League City, TX 77573
<b>Telephone</b>	281-554-1183
<b>Site Manager Name</b>	Dominique Guest

**List your organization's senior centers**

<b>Site Name</b>	City of Texas City - Nessler Center Seniors Program
<b>Address</b>	2010 5th Avenue North
<b>City, State, Zip</b>	Texas City, TX 77590
<b>Telephone</b>	409-643-5877 or 409-682-6935
<b>Site Manager Name</b>	Leonora Mendez-Mata

**Thomas, Elizabeth**

---

**From:** Motogbe, Christie J  
**Sent:** Monday, June 17, 2024 2:14 PM  
**To:** Thomas, Elizabeth  
**Cc:** Walker, Madeline; Rice, Randall  
**Subject:** RE: Notice of expiring SAM registration

Good afternoon, Betsy,

Does the screenshot below suffice? Let me know if you need anything else. Thanks.

**COUNTY OF GALVESTON** ● Active Registration:

Unique Entity ID: DRP9KU1PVJN4	Doing Business As: (blank)	Purpose of Registration: All Awards	Expiration Date: May 3, 2025
CAGE/NCAGE: 47C27	Physical Address: 722 21ST ST GALVESTON, TX 77550-2317 USA		

Respectfully,  
Christie

**From:** Thomas, Elizabeth <Elizabeth.Thomas@co.galveston.tx.us>  
**Sent:** Monday, June 17, 2024 9:55 AM  
**To:** Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytexas.gov>  
**Subject:** FW: Notice of expiring SAM registration

Good morning, Christie.

I hope Monday is treating you well so far.

Do we have an updated SAM registration? I need to update our grants as soon as you do get an updated reg.

Thank you.



County of  
Galveston

*Betsy Thomas*

Grants Administration Manager  
Department of Professional Services

(409) 770-5355

elizabeth.thomas@co.galveston.tx.us

127 Moody Avenue Galveston, Texas  
77550



### Vendor Authorized Signature

**Section 1 – Company Information**

Company Legal Name (as shown on Federal Tax Return): Galveston County

DBA Name (if different from above):

**Section 2 – Authorized Signature**

Signature of person authorized to sign on behalf of the above-named Company/Organization

Signature:   
Print Name: Mark Henry

Title: County Judge  
Email: mark.henry@co.galveston.tx.us  
Date: October 14, 2024

*This authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council, Area Agency on Aging with different instructions.*

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>GALVESTON COUNTY</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <i>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</i>  <input checked="" type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>722 MOODY AVE 4TH FLOOR</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>GALVESTON, TEXAS 77550-2318</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> </tr> </table>	7	4	-	6	0	0	0	9	0	8	
7	4	-	6	0	0	0	9	0	8		

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>01/17/2024</b>
------------------	----------------------------	--------------------------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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