U.S. Committee for Refugees and Immigrants (USCRI) - Texas Refugee Medical Screening Contract No. 2020-DALTX-04

Briefing Date: Oct 15 2019
Funding Source: 466.8907
Originating Department: Health and Human Services
Prepared by: Erika Ramirez,
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:
Dallas County Health and Human Services (DCHHS) has received the U.S. Committee for Refugees and Immigrants (USCRI), 2020 Texas Refugee Medical Screening Contract No. 2020-DALTX-04. This contract is for the provision of services or goods to eligible refugee and immigrant populations, as described in Section I of the Statement of Work of the contract.

OPERATIONAL IMPACT:
Services provided under the USCRI Texas Refugee Medical Screening Contract include, but are not limited to health screening, assessment, referral services, and follow-up for specified eligible refugee and immigrant populations. This contract also adds new Clerk II (Grade 6) and Registered Nurse (Grade FM) positions.

FINANCIAL IMPACT:
The 2020 USCRI contract is in the amount of $1,488,723.13. Of the total funding: $601,263 is for Personnel; $240,986.21 is for the Fringe Benefits; $1,160 is for Travel; $15,000 is for Supplies; $103,208 is for Contractual; $401,150 is for Other and $125,955.92 is for Indirect Cost.

LEGAL IMPACT:
The County Judge is required to sign the contract after approval by Commissioners Court.

PROJECT SCHEDULE:
The contract is effective October 1, 2019 through September 30, 2020.

SBE PARTICIPATION:
N/A

ADMINISTRATIVE PLAN COMPLIANCE:
Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community.

RECOMMENDATION:
Approve the 2020 USCRI Refugee Medical Screening Contract No. 2020-DALTX-04 and authorize the County Judge to sign the contract on behalf of Dallas County.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the 2020 USCRI Refugee Medical Screening Contract No. 2020-DALTX-04 and authorize the County Judge to sign the contract on behalf of Dallas County.

ATTACHMENTS:
FY20 USCRI Contract-DallasCounty
Refugee Medical Screening
BASE CONTRACT 2020-DALTX-04

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and Dallas County Refugee Health Screening Clinic, acting on behalf of a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.

2. **Total Amount:** The total amount of this Contract is $1,488,723.13. In the event that an amendment to the budget is required, only the budget section of the contract will be revised.

3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract prior to September 30, 2020.

4. **Term of the Contract:** This Contract begins on 10/01/2019 and ends on 09/30/2020. USCRI has the option, in its sole discretion, to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later.


6. **Program Name:** Texas Refugee Medical Screening

7. **Statement of Work:**
Section I: OVERVIEW

Contractor shall provide health screening, assessment, referral services, and follow-up for Refugees, Amerasians, Cuban/Haitian Entrants, Asylees, and U.S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghans granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR. Henceforth, all eligible populations described above will be included in the terms "refugee", "client", "patient", and "person".

Contractor shall provide services to all eligible patients who have been resettled by a voluntary resettlement agency, who live in, or receive services in, but not limited to, the Service Area designated in the most recent version of Section VIII, "Service Area" of this contract.

Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

Contractor shall comply with all applicable federal and state statutes, regulations, standards, policies and guidelines, including, but not limited to:

- The Immigration and Nationality Act, 8 U.S.C. §§ 1522:
- Chapter 81, Texas Health and Safety Code:
  https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.81.pdf;
- DSHS Texas Notifiable Conditions:
  https://www.dshs.texas.gov/idcu/investigation/conditions; and
- Policy letters, recommendations, or guidance’s which may be issued by ORR and/or The Centers for Disease Control and Prevention (CDC), and forwarded to Contractor by USCRI, during the course of this contract.

Without review of documentation of Medicaid/CHIP ineligibility, Contractor shall initiate screening, assessment, referral, and follow-up services, through initial appointments for identified conditions, within a preferred period of thirty (30) days and a maximum of ninety (90) days from the official refugee’s arrival in the United States, date asylum granted, or certification of eligibility by ORR. After 90 days, documentation of Medicaid/CHIP ineligibility will be required in order to provide services.

Section II: CLINICAL SERVICES

Services shall include the following activities:

A. Review of medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) on: Class A Communicable Diseases of Public Health Significance identified during the overseas medical exam and requiring treatment after resettlement; and Class B conditions. Utilization of the CDC’s Electronic Disease Notification System (EDN) is required to obtain overseas medical records. Communicable Diseases of Public Health Significance are defined by the CDC:

https://www.cdc.gov/immigrantrefugeehealth/exams/diseases-vaccines-included.html
B. Review of immunization status, utilizing available arrival documents, and subsequent administration of required vaccines (for up to one year after program eligibility) as recommended by the Advisory Committee on Immunization Practices (ACIP)/CDC: https://www.cdc.gov/vaccines/schedules/index.html. See CDC Guidelines for Evaluating and Updating Immunizations during the Domestic Medical Examination for Newly Arrived Refugees: https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/immunizations-guidelines.html

C. Varicella titers for all patients 19 years of age and above (unless contraindicated from oral or written history of infection), and subsequent vaccination of all susceptible (i.e., non-immune) patients;

D. Tuberculosis screening, including questioning for signs and symptoms, administering interferon gamma release assay (IGRA) tests i.e. T-SPOT®, or a Tuberculin Skin Test (TST) if IGRA testing is contraindicated, and submitting appropriate referrals to local/regional tuberculosis programs for evaluation and follow-up treatment or prophylaxis, as medically indicated. See CDC Guidelines for Screening for Tuberculosis Infection and Disease during the Domestic Medical Examination for Newly Arrived Refugees: https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/tuberculosis-guidelines.html

- If IGRA testing was performed overseas, it is not to be repeated.

E. Parasitic infection assessment, including:


2. Based on evidence of or the absence of overseas presumptive treatment (based on each medication given):

   a. Screen for parasites (ova and parasite stool test, serology specimens) and/or provide domestic presumptive treatment. See CDC Guidelines for Presumptive Treatment and Screening for Strongyloidiasis, Infections Caused by Other Soil-Transmitted Helminths, and Schistosomiasis among Newly Arrived Refugees: https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/intestinal-parasites-domestic.html

   b. Provide Malaria presumptive treatment or screening. See CDC Guidelines for Presumptive Treatment of P. falciparum Malaria in Refugees Relocating from Sub-Saharan Africa to the United States: https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/malaria-guidelines-domestic.html

F. Obtain patient medical history, and conduct physical examination, according to the following:

1. Required: Medical Screening Protocol for Newly Arriving Refugees ("Medical Screening Protocol"), United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter (SL) 12-09, including the ORR Medical Screening Guidelines Checklist, and all subsequent
revisions: https://www.acf.hhs.gov/orr/resource/medical-screening-protocol-for-newly-arriving-refugees

2. Additional Guidance: See CDC Guidelines for: Domestic Examination for Newly Arrived Refugees: Guidelines and Discussion of the History and Physical Examination: https://www.cdc.gov/immigrantrefugeehealth/pdf/guidelines-history-physical.pdf; and

3. Physical examinations must be performed by a Physician, Nurse Practitioner, or Physician Assistant.

G. Conduct medical testing and any required follow-up, including:

1. Pregnancy Test for females of childbearing age (15-44 years of age);
2. Urinalysis (if feasible with a reasonable way to overcome barriers);
3. Complete Metabolic Panel;
4. Cholesterol screening for males age 35 and older and for females age 45 and older. Cholesterol screening for those with an increased risk of coronary heart disease may be performed at age 20 or above;
5. Complete Blood Count (CBC) with differentials;
6. Hepatitis B (Anti-HBs, HBsAg, Anti-HB) screening, taking the following information into consideration:
   - If overseas HBsAg was negative, and the vaccination series has been initiated, the series should be completed.
   - If overseas HBsAg was negative and no doses of vaccine were received, the refugee should be offered either vaccination or serologic testing for immunity.
   - If overseas HBsAg was negative, and the refugee has a record of completing the vaccination series before arrival, no further testing or vaccination is necessary.
7. Syphilis screening for all patients 15 years of age and above, unless screening done overseas;
8. Chlamydia screening for females age 15 to 25 years old, unless screening done overseas;
9. Gonorrhea screening for females age 15 to 25 years old, unless screening done overseas;
10. HIV screening of all patients. See CDC Guidelines for: Screening for HIV Infection During the Refugee Domestic Medical Examination: https://www.cdc.gov/immigrantrefugeehealth/pdf/guidelines/domestic/screening-hiv-infection-domestic.html;
11. When medically indicated, screening for other sexually transmitted infections;
12. Blood Lead Level of all children 6 months to 16 years old, including internal re-testing of Elevated Blood Lead Levels when possible. See CDC Guidelines for: Screening for Lead
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during the Domestic Medical Examination for Newly Arrived Refugees:
https://www.cdc.gov/immigrantrefugeehealth/guidelines/lead-guidelines.html;

13. Laboratory services and/or screening tests when medically indicated by history, initial assessment, age, gender, or particular refugee subpopulation, such as:

a. Hepatitis A Screening (if signs or symptoms present); and

b. Hepatitis C screening (risk factors include injection drug use, overseas surgeries or blood transfusions, dialysis, organ transplantation, tattoos, piercings, HIV-positive status, children born to HCV-positive mothers, etc.).

H. Other medical services shall include, but are not limited to:

1. Conducting cursory nutritional assessment with provision of (or referral for) appropriate nutritional and supplemental therapy, if indicated;

2. Treatment of routine/minor conditions not requiring formal referral, such as: minor infections, cuts/burns, skin conditions, and emergent medication needs or medication refills;

3. Performing a general assessment of mental status and mental health (presence of depression, anxiety, post-traumatic stress disorder, suicidal or homicidal ideation, psychiatric emergencies, and post-traumatic stress disorder, etc.);

4. Providing multi-vitamins to patient's age 6-59 months of age, as well as to those with clinical evidence of poor nutrition; and

5. Prescribing continued medications for chronic conditions, when medically indicated.

Section III: ADDITIONAL SERVICES

A. Additional services shall include the following activities, protocols, and referrals to external health services:

1. Dissemination of the Welcome to the Refugee Health Clinic information sheet to all clients (based on appropriate language and literacy levels)

2. As a supplement to health orientations provided by volags, health care orientation and general health education, which may include, but is not limited to the following topics: chronic disease, preventive health care, how to use insurance in the United States, how to matriculate through the United States healthcare system, emergency preparedness, difference between a primary care provider (PCP) versus the emergency room.

3. Case management, including but not limited to: client tracking; provision of, or arrangement for, necessary transportation; home visits and/or other client contact (e.g., telephone); and trained interpreter support, sufficient to carry out effective screening and
follow-up, through initial referral appointments for identified conditions needing referral. Interpretation and transportation through initial referral appointments are allowable expenses if such services are not already covered by local resettlement agencies, Refugee Medical Assistance Support Services, or Medicaid.

4. Referrals for further evaluation (preferably to a health care facility that will ultimately provide routine care and serve as a medical home) for any identified conditions and any screening tests that have abnormal results (according to standard medical practice and CDC guidelines).

5. Routine medical, vision, hearing and dental care, as well as medical specialists; community health and social service referrals as appropriate, including mental health, women, infants, and children (WIC), family planning, children's health, newborn screening tests, rehabilitation, and any other services not listed but deemed necessary, may be referred upon request by Contractor; and

6. Contractor shall provide additional special outreach and follow-up services, when such need is directed by USCRI.

B. Contractor must submit, within 14 days of the completion of a health assessment and return of laboratory tests, complete refugee health assessment information for each client by submitting an assessment form to USCRI, or entering the data into the eSHARE information system when so directed by USCRI. If Contractor is instructed to use the eSHARE system, USCRI will first provide training to Contractor staff regarding this system. This provision applies to 100% of eligible patients resettled in, and/or served by, the voluntary agencies in the Contractor's service area.

C. Contractor must submit, by the fifth business day of every month, a monthly patient visit log indicating the type of visit that has occurred for each client seen.

D. Contractor will provide equivalent services to eligible secondary arrivals into their service area upon notification by local voluntary refugee resettlement agencies (volags) and/or USCRI, or by self-referral.

E. Contractor must establish and/or maintain capability, within its refugee health and/or immunization programs, to complete the vaccination portion of USCIS form I-693, Report of Medical Examination and Vaccination Record; and sign-off, as a designated Civil Surgeon, for official Refugees (only) seeking to adjust status to permanent lawful resident, as described in 2009 Technical Instructions for Vaccination for Civil Surgeons: https://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html.

Section IV: MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT
A. Contractor shall order all medications through a USCRI-designated pharmacy ordering process. Contractor shall assure medications and supplies purchased with USCRI Refugee Health Services funds are used in a prudent manner.

B. Contractor shall monitor and manage its usage of medications and testing supplies purchased by USCRI in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on number of patients receiving treatment. Contractor must obtain approval from USCRI prior to purchasing pharmaceuticals through USCRI’s designated pharmacy or by entering the information into a database when directed by USCRI.

C. On the first business day of every month, the Contractor will be required to submit a medication reconciliation spreadsheet for medications that were dispensed for the previous month. This spreadsheet will appropriately reconcile the quantities by the date dispensed, patients name, alien number, medication given, lot number, expiration date, quantity given, and inventory balance. Contractor shall assure that medications are stored properly and securely, in accordance with manufacturer’s instructions.

Section V: FUNDS

A. Refugee Medical Assistance (RMA) funds provided to Contractor under this contract are intended to support and defray actual costs incurred by local governments in providing health screening services and assessments to officially arriving Refugees and other eligible patients in their approved program area.

B. Funding to Contractor can only be used to support Refugee Health Program requirements. Funds used outside of this scope are considered supplanting. If supplanting is identified, USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.

C. Costs of screenings, assessments and treatments should be first recovered by Contractor through Medicaid or Refugee Medical Assistance (via the designated Third Party Administrator) whenever possible. Maximum use of other public health program resources (e.g., funds for immunizations, tuberculosis, etc.) should be used to the extent that they are available for use for these patients.

D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided; and make those records immediately available to USCRI upon request.

E. Contractor shall perform all activities in accordance with Contractor’s final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.
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F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.

G. USCRI will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract, Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.

H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

Section VI: PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor’s effectiveness in providing the services described in this Contract without waiving the enforceability of any of the other terms of the Contract. Contractor shall maintain sufficient documentation to allow USCRI to evaluate Contractor’s full compliance with these performance measures.

Contractor shall ensure that the following activities are performed, unless the patient refuses, relocates, or cannot be located—which must be documented in the medical file. USCRI calculates these measures based on the following data submitted by Contractor:

1. Health assessment/outcome data is submitted within fourteen (14) days of the completion of health assessment/return of laboratory tests for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 85%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

2. Health assessments are provided for 100% of patients within ninety (90) days of: arrival to the U.S. (for parolees, refugees, and Special Immigrant Visa holders); asylum granted date for asylees; or, date of certification for victims of human trafficking. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

3. Physical Exams are performed on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

4. Tuberculosis screening is completed and necessary referrals are made for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
5. Hepatitis B screening is completed for 100% of eligible patients. Hepatitis B screening includes: HBsAg, Anti-HBs, and Anti-HBc. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

6. Intestinal parasite screening or presumptive treatment is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

7. Blood lead levels are obtained for 100% of eligible patients between 6 months and 16 years of age. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

8. A Complete Blood Count (CBC) with differential is obtained on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

9. HIV screening is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

10. Syphilis screening is completed for 100% of eligible patients age 15 and above. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

11. Chlamydia screening is completed for 100% of females age 15 to 25. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

12. Complete Metabolic Panel is obtained for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

Section VII: REPORTING REQUIREMENTS
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Contractor shall:

A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

**Mailing Address**
Attention: Director of Refugee Health Services
U.S. Committee for Refugees and Immigrants
Department of Refugee Health Services
2231 Crystal Drive
Suite 350
Arlington, VA 22202

**Email Address**
refugeehealth@uscritx.org

B. The content of programmatic reports will be directed by USCRI.

1. Programmatic Report shall include content as indicated by the Refugee Medical Screening Quarterly Programmatic Report template.

2. Financial Report shall include:
   a. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance
   b. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance; and
   c. Other program and financial status reports according to the template and instructions provided by USCRI.

C. Program reports shall reflect the following reporting periods and submission due dates:

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<tr>
<th>Reporting Period</th>
<th>Start Date</th>
<th>End Date</th>
<th>Due Date</th>
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<tr>
<td>October 1, 2019</td>
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<tr>
<td>July 1, 2020</td>
<td>September 30, 2020</td>
<td>October 2, 2020</td>
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D. Fiscal reports shall reflect the following reporting periods and submission due dates:
Refugee Medical Screening
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<td>June 30, 2020</td>
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<td>July 1, 2020</td>
<td>September 30, 2020</td>
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E. Failure to submit reports according to the reporting periods and submission due dates specified in Section IX, Paragraphs C and D above shall constitute a breach of contract.

Section VIII: BILLING REQUIREMENTS

A. Contractor shall request payments using the USCRI’s Purchase Voucher form and acceptable supporting documentation and detailed expenses for reimbursement of the required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

**Mailing Address**
Attention: Director of Finance and Compliance
U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

**Email Address**
RHSInvoice@uscridc.org

B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.

C. Contractor shall close all requests for payment within 90 business days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

8. **Service Area**
City of Dallas and surrounding areas.

9. **Award Information:**
Refugee Medical Screening
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Award Name: Refugee Medical Screening
Award Number: 2020-DALTX-04

Award Start Date: October 1, 2019
Award End Date: September 30, 2020

10. Renewals
Number of Renewals Remaining: 0
Date Renewals Expire: September 30, 2020

11. Payment Method
Cost Reimbursement

12. Source of Funds
Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs

13. EIN Number
75-6000905

14. DUNS Number
073128597


A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients’ requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties may be required to enter into and adhere by a Business Associate Agreement per HIPAA requirements, if needed.

B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or as otherwise provided by law.

C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI
shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

D. Contractor must submit all amendment and revision requests in writing to USCRI’s Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.
16. **Governing Law and Venue**
This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be in a court of competent jurisdiction in Dallas County, Texas.

17. **Documents Forming Contract**
The Contract consists of the following:

A. Contract (this document)  2020-DALTX-04
B. Attachments  Budget
C. Declarations  Certification Regarding Lobbying
   Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCR and Contractor and incorporated herein.

18. **Payee**
The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name:  Dallas County
Employment Identification Number:  75-6000905

19. **Entire Agreement**
The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

20. **Liability**
Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

21. **1295 Compliance**
USCR acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295 electronically, with the Texas Ethics Commission as required by law.
CERTIFICATION REGARDING LOBBYING

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

U.S. Committee for Refugees and Immigrants

[Signature of Authorized Official]

Date

Eskinder Negash
President and CEO
2231 Crystal Drive
Suite 350
Arlington, VA 22202

(703) 310-1130
refugeehealth@uscritx.org

Dallas County

[Signature of Authorized Official]

Date

Clay Jenkins
County Judge
411 Elm St.
2nd Floor
Dallas, Texas 75202
**CERTIFICATION REGARDING LOBBYING**

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>USCRI Funds Requested</th>
<th>Cash Match</th>
<th>In-Kind Match Contributions</th>
<th>Category Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$601,263.00</td>
<td>$601,263.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$240,986.21</td>
<td>$240,986.21</td>
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<td></td>
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<tr>
<td>Travel</td>
<td>$1,160.00</td>
<td>$1,160.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td></td>
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</tr>
<tr>
<td>Supplies</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>Contractual</td>
<td>$103,208.00</td>
<td>$103,208.00</td>
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<td></td>
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<tr>
<td>Other</td>
<td>$401,150.00</td>
<td>$401,150.00</td>
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<td></td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>1,362,767.21</td>
<td>1,362,767.21</td>
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<tr>
<td>Indirect Costs</td>
<td>$125,955.92</td>
<td></td>
<td></td>
<td>$125,955.92</td>
</tr>
<tr>
<td>Program Income - Projected Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$1,488,723.13</td>
<td></td>
<td></td>
<td>$1,488,723.13</td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING LOBBYING

Organization Name: Dallas County
Contract Number: 2020-DALTX-04

The undersigned certifies, to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☐ Applicable ☐ Non-Applicable

Clay Jenkins, County Judge

Date
Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which USCRI relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to USCRI detailing which of the below statements it cannot certify and why.

Organization Name: Dallas County Health and Human Services
Address: 2377 N Stemmons Freeway
Suite
City: Dallas
State: Texas
Zip Code (9 digit): 75207

Payee Name: Dallas County
Address: 509 Main Street
Suite: 407
City: Dallas
State: Texas
Zip Code (9 digit): 75202-5717
EIN: 75-6000905
Payee DUNS No.: 073128597

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?
   ☑ Yes    □ No

2. Certification Regarding % of Annual Gross from Federal Awards.
   Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
   □ Yes    ☑ No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
   Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
   ☑ Yes    □ No

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
☐ Yes  ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: $500,000; Mary Redd: $500,000; Eric Gant: $400,000; Todd Platt: $300,000; Sally Tom: $300,000.

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1
Name: Clay Jenkins
Email: Clay.Jenkins@dallascounty.org
Telephone: (214) 653-6586

FFATA Contact Person #2
Name: Philip Huang
Email: Philip.Huang@dallascounty.org
Telephone: (214) 819-2109

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Clay Jenkins, County Judge  Date