Texas Department of State Health Services Contract No. HHS000722400001 (Texas Asthma Control Project)

Briefing Date: Mar 3 2020
Funding Source: N/A
Originating Department: Health and Human Services
Prepared by: Erika Ramirez,
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:
The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of the Texas Asthma Control Project Contract No. HHS000722400001. The contract provides $430,000 for fiscal year 2020 and 2021.

OPERATIONAL IMPACT:
The purpose of this contract is to implement targeted, evidence-based childhood asthma control strategies in Dallas County. This contract provides funding for two new Community Health Worker (Grade 8) positions.

FINANCIAL IMPACT:
The contract provides $430,000 for fiscal year 2020 and fiscal year 2021. Of the total funding: $174,314 is for Personnel; $66,907 is for Fringe Benefits; $13,378 is for Travel; $1,745 is for Supplies; $114,200 is for Contractual; $20,366 is for Other, and $39,090 is for Indirect Cost.

LEGAL IMPACT:
The Commissioners Court must approve Texas Asthma Control Project Contract No. HHS000722400001 and authorize electronic execution of the contract.

PROJECT SCHEDULE:
This contract is effective from the date of execution through August 31, 2021.

SBE PARTICIPATION:
N/A

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

RECOMMENDATION:
Approve the Texas Department of State Health Services Contract No. HHS000722400001 (Texas Asthma Control Project) and authorize electronic execution of the contract.

**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 Texas Department of State Health Services Contract No. HHS000722400001 (Texas Asthma Control Project) and authorize electronic execution of the contract.

**ATTACHMENTS:**

[Texas Asthma Control Project Contract-HHS000722400001][FINAL EXECUTION VERSION 2.4.2020]
Dear Judge Jenkins:

Enclosed is the Texas Asthma Control Project contract between the Department of State Health Services and Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department.

The purpose of this contract is to implement targeted, evidence-based childhood asthma control strategies in the Dallas County Health and Human Services Department service area.

With all renewals exercised, the total amount of this contract is projected to be $1,075,000.00.

Please let me know if you have any questions or need additional information.

Sincerely,

Coleman York, CTCM
Contract Manager
512-776-2189
coleman.york@dshs.texas.gov
I. PURPOSE

The **Department of State Health Services** ("System Agency" or "DSHS"), a pass-through entity, and **Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Texas Asthma Control Project (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of *Texas Government Code* Chapter 791 and Texas Health and Safety Code Chapters 12 and 1001.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on August 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **$430,000.00**. All expenditures under the Contract will be in accordance with **ATTACHMENT B - BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**
Department of State Health Services  
1100 West 49th Street, Mail Code 1990  
Austin, Texas 78756  
Attention: Coleman York  
Coleman.York@dshs.texas.gov

**Grantee**
Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department  
2377 N. Stemmons Freeway  
Dallas, Texas 75207
VI. LEGAL NOTICES

Any legal notice required under this Contract shall be in writing and will be deemed effective upon either (a) the third business day after being deposited in the United States mail, postage paid, certified, return receipt requested; or (b) the first business day after being sent by recognized national carrier, overnight, signature required, in either case properly addressed to the other Party at the appropriate address below:

**System Agency**
Department of State Health Services  
Attention: General Counsel  
1100 W. 49th Street, MC 1911  
Austin, Texas 78756

**Grantee**
Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department  
2377 N. Stemmons Freeway  
Dallas, Texas 75207  
Attention: Dr. Philip Huang  
Philip.Huang@dallascounty.org

With a copy to:  
Dallas County District Attorney’s Office, Civil Division  
Attn: Chief Civil Division  
411 Elm Street, 5th Floor  
Dallas, Texas 75202

Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): NUE1EH001370  
Federal Award Date: 08/06/2019  
Name of Federal Awarding Agency: Centers for Disease Control and Prevention  
CFDA Name and Number: Environmental Public Health and Emergency Response, 93.070  
Awarding Official Contact Information: Daniel Burrows, 770-488-3722
**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000722400001**

**DEPARTMENT OF STATE HEALTH SERVICES**  
**DALLAS COUNTY, TEXAS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**  

______________________________  
______________________________  

Date of Signature: _____________  
Date of Signature: _____________

APPROVED AS TO FORM*:  
JOHN CREUZOT  
DALLAS COUNTY DISTRICT ATTORNEY  

RUSSELL RODEN  
CHIEF, CIVIL DIVISION  

BY: ____________________________  
Tina R. Patel, Assistant District Attorney  

*BY LAW, THE DISTRICT ATTORNEY’S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).  

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000722400001 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK  
- ATTACHMENT B - BUDGET  
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS  
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS  
- ATTACHMENT E - CONTRACT AFFIRMATIONS  
- ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS  
- ATTACHMENT G - FFATA CERTIFICATION  

ATTACHMENTS FOLLOW  
System Agency Contract No. HHS000722400001
ATTACHMENT A
STATEMENT OF WORK

The Texas Department of State Health Services (“DSHS”) will contract with Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department to implement targeted, evidence-based childhood asthma control strategies in the Dallas County service area.

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Expand access to and delivery of asthma self-management education (“AS-ME”).
B. Reduce tobacco smoking and exposure to secondhand smoke.
C. Expand access to and delivery of home visits for asthma trigger reduction and AS-ME.
D. Strengthen systems to support guidelines-based medical care.
E. Promote coordinated care for people with asthma.
F. Promote environmental policies or best practices to reduce asthma triggers from indoor, outdoor, and occupational sources.

II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Grantee’s effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract.

Grantee will:

A. Attend Texas Asthma Control Collaborative meetings in Austin and participate in the development of a statewide asthma control strategic plan. There are two in-person collaborative meetings planned per grant year.
B. Convene area stakeholders and lead development of a regional asthma control strategic plan.
C. Conduct an environmental scan of Grantee’s service area to identify potential community partners and assess facilitators of and barriers to asthma control. The scan shall identify opportunities to expand the reach of asthma home visiting programs and asthma self-management education, and to strengthen policy related to environmental asthma triggers and other evidence-based asthma control strategies.
D. Work with community partners to identify and gather information on resources for asthma self-management and related social services, such as transportation, pest management, and home weatherization. This resource directory will be provided to Texas 2-1-1.
E. Identify at least two school districts in Grantee’s service area to develop policy/procedure to expand access to school-based AS-ME for K-12 students, including by encouraging the use of telehealth for AS-ME.

F. Identify school districts in service area with clean diesel bus fleets and/or anti-idling policies and provide information to DSHS for the production of GIS maps to highlight geographic gaps in coverage areas.

G. Identify at least five worksites/employers with self-funded health insurance plans to expand availability of and access to AS-ME at work or via home visits as a covered benefit for employees and their dependents.

H. Train two or more community health workers (“CHWs”), or like professionals, on how to deliver AS-ME in settings to be defined by Grantee’s environmental scan (Activity C).

I. Host at least one live training session with continuing education units for CHWs on implementing the home environment checklist developed by the Environmental Protection Agency (“EPA”) for asthma trigger reduction and motivational interviewing.

J. Identify public housing authorities and other subsidized housing programs that currently utilize CHWs for on-site health promotion. From this, identify opportunities to train these CHWs on using the EPA checklist for home environment trigger reduction.

K. Work with health system partners to promote utilization of non-physician team members to identify patients with uncontrolled asthma in emergency departments and other clinical settings and navigate them to medical and self-management support.

L. Connect with at least two health systems or emergency departments to gauge interest in and capacity for care coordination workflows using CHWs or other asthma educators to navigate patients with uncontrolled asthma to needed services.

M. Host at least one live training session with continuing education units for CHWs and/or nurses on delivering basic smoking cessation counseling and making electronic referrals to the Texas Tobacco Quitline.

N. Work with established local tobacco prevention and control partners to reduce tobacco use and exposure to secondhand smoke through prevention/cessation education, encouraging health systems to adopt the e-tobacco protocol (“eTP”), and policy, systems, and environmental change.

O. Work with tobacco prevention and control partners to promote and provide technical assistance to multi-unit housing and housing authorities on tobacco-free policies.

P. Contribute available data to DSHS to inform development of regional fact sheets, reports, and maps on prevalence of childhood and adult asthma and related risk factors.

Q. Participate in technical assistance phone calls with DSHS Texas Asthma Control Program staff. Dates will be determined upon Contract execution.

R. Submit all surveys or data collection templates to DSHS before implementing for feedback and approval.

S. Submit quarterly progress reports to asthma@dshs.texas.gov and to cdsb@dshs.texas.gov. A template will be provided within 30 days of Contract execution.
III. INVOICE AND PAYMENT

A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13), located at http://www.dshs.state.tx.us/grants/forms/b13form.doc, and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/numbers below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. Email invoices to: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

B. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee’s expenditures on a quarterly basis. If expenditures are below the amount in Grantee’s total Contract, Grantee’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
ATTACHMENT B  
BUDGET  
CONTRACT NO. HHS000722400001

Grantee: Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services Department

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<td><strong>$215,000.00</strong></td>
<td><strong>$430,000.00</strong></td>
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HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1
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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Deliverable” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.
“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or "Application" means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
   i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
   ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
   iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has
implemented appropriate safeguards. This payment method will only be utilized in accord
ance with governing law, state and federal regulations, and at the sole
discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise
specified in the Contract, Grantee shall submit requests for reimbursement or payment
monthly by the last business day of the month following the month in which expenses
were incurred or services provided. Grantee shall maintain all documentation that
substantiates invoices and make the documentation available to the System Agency upon
request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or
payment request as a final close-out invoice not later than forty-five (45) calendar days
following the end of the term of the Contract. Reimbursement or payment requests received
after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit
quarterly FSRs to System Agency by the last business day of the month following the end of
each quarter for System Agency review and financial assessment. Grantee shall submit the
final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable
and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing
other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result
of such funds is Program Income. Unless otherwise required under the Program, Grantee
shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further
the Program, and Grantee shall spend the Program Income on the Project. Grantee shall
identify and report Program Income in accordance with the Contract, applicable law, and any
programmatic guidance. Grantee shall expend Program Income during the Contract term,
when earned, and may not carry Program Income forward to any succeeding term. Grantee
shall refund Program Income to the System Agency if the Program Income is not expended
in the term in which it is earned. The System Agency may base future funding levels, in part,
upon Grantee’s proficiency in identifying, billing, collecting, and reporting Program Income,
and in using Program Income for the purposes and under the conditions specified in this
Contract.
2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency’s or Grantee’s delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCY

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -
any funds erroneously paid by System Agency which are not expressly authorized under
the Contract.

B. “Overpayments” as used in this Section include payments (i) made by the System Agency
that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws,
rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any
unapproved expenditures. Grantee understands and agrees that it will be liable to the
System Agency for any costs disallowed pursuant to financial and compliance audit(s) of
funds received under this Contract. Grantee further understands and agrees that
reimbursement of such disallowed costs shall be paid by Grantee from funds which were
not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that
are sufficiently documented. Grantee must have incurred a cost prior to claiming
reimbursement and within the applicable term to be eligible for reimbursement under this
Contract. At its sole discretion, the System Agency will determine whether costs
submitted by Grantee are allowable and eligible for reimbursement. The System Agency
may take repayment (recoup) from funds available under this Contract in amounts
necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit
requirements, and administrative requirements include, but are not limited to:

<table>
<thead>
<tr>
<th>Applicable Entity</th>
<th>Applicable Cost Principles</th>
<th>Audit Requirements</th>
<th>Administrative Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governments</td>
<td></td>
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<tr>
<td>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.</td>
<td>48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency</td>
<td>2 CFR Part Subpart F and UGMS</td>
<td>2 CFR Part 200 and UGMS</td>
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</tbody>
</table>

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.

ii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.

iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.

v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.
4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits
   Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:
   i. HHS portal at: or,
      https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau
   ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements
   Due no later than nine months after the Grantee’s fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:
   i. HHS portal at:
      https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
   ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS
   Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES
   Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS
   Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT
   All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee’s employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be “work made for hire” owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a “work made for hire” under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated
therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 **GRANTEE’S PRE-EXISTING WORKS**

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 **AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee’s compliance with Grantee’s obligations under this **Article VI**.

6.4 **DELIVERY UPON TERMINATION OR EXPIRATION**

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee’s failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee’s activities under the Contract without the prior written consent of System Agency.

6.5 **SURVIVAL**

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.
ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor’s Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee’s affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor’s Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors’ compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee’s or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.
7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency’s prior written consent, any System Agency information including but not limited to System Agency’s business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee’s full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

i. suspending all or part of the Contract;

ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;

iii. recouping payments made by the System Agency to the Grantee found to be in error;

iv. suspending, limiting, or placing conditions on the Grantee’s continued performance of the Project;

v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC’s notice of termination. The System Agency’s right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:
1. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee’s duties under the Contract. Grantee's misrepresentation in any aspect of Grantee’s Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

2. **Failure to Maintain Financial Viability**
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

### ARTICLE IX. MISCELLANEOUS PROVISIONS

**9.1 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.2 Insurance**

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

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.3 Legal Obligations**

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.
9.7 **INDEPENDENT CONTRACTOR**

Grantee and Grantee’s employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party’s behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 **TECHNICAL GUIDANCE LETTERS**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 **DISPUTE RESOLUTION**

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 **GOVERNING LAW AND VENUE**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 **SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-
enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY
Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE
Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS
The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY
A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency’s prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor’s or a third party’s products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.
9.16 **Prohibition on Non-compete Restrictions**

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 **No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of the System Agency’s or the State’s sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 **Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 **Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 **Proper Authority**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 **E-Verify Program**

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

i. all persons employed to perform duties within Texas during the term of the Contract; and

ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 **Civil Rights**

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);

iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); 
v. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
vii. The System Agency's administrative rules, as set forth in the Texas Administrative 
Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all 
requirements imposed by the regulations issued pursuant to these laws. These laws 
provide in part that no persons in the United States may, on the grounds of race, color, 
national origin, sex, age, disability, political beliefs, or religion, be excluded from 
participation in or denied any aid, care, service or other benefits provided by Federal or 
State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its 
implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a 
contractor from adopting and implementing policies and procedures that exclude or have 
the effect of excluding or limiting the participation of clients in its programs, benefits, or 
activities on the basis of national origin. State and federal civil rights laws require 
contractors to provide alternative methods for ensuring access to services for applicants 
and recipients who cannot express themselves fluently in English. Grantee agrees to take 
reasonable steps to provide services and information, both orally and in writing, in 
appropriate languages other than English, in order to ensure that persons with limited 
English proficiency are effectively informed and can have meaningful access to 
programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing 
clients of their civil rights and including contact information for the HHS Civil Rights 
Office. The posters are available on the HHS website at: 
http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

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

F. Upon request, Grantee shall provide HHSC’s Civil Rights Office with copies of the 
Grantee’s civil rights policies and procedures.

G. Grantee must notify HHSC’s Civil Rights Office of any civil rights complaints received 
relating to its performance under this Contract. This notice must be delivered no more 
than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this 
section must be directed to:

HHSC Civil Rights Office 
701 W. 51st Street, Mail Code W206 
Austin, Texas 78751 
Phone Toll Free: (888) 388-6332 
Phone: (512) 438-4313 
TTY Toll Free: (877) 432-7232 
Fax: (512) 438-5885.
9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor’s performance hereunder, (the “System Agency Data”), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agencies Grantee’s Property Inventory Report to the assigned System Agency Contract Manager by email no later than October 15 of each year.

The following Supplemental Conditions apply to this Contract and modify Attachment C — HHSC Uniform Terms and Conditions – Grant Version 2.16.1 as follows:

1. **SECTION 7.5 CONFIDENTIALITY**, is hereby amended by adding the words, “To the extent permitted by law,” at the beginning of the paragraph.

2. **SECTION 9.2 INSURANCE**, is hereby amended by adding the following language:

   Grantee is a political subdivision of the State of Texas and is subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practices and Remedies Code, Section 101.001 et. Seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. Grantee is not required to purchase the insurance set out in Section 9.2 of the HHSC Uniform Terms and Conditions.

3. The following sections of the HHSC Uniform Terms and Conditions — Grants Version 2.16.1 are deleted in their entirety:

   a. **SECTION 3.3 DEBT AND DELINQUENCIES**
   b. **SECTION 9.5 INDEMNITY**
   c. **SECTION 9.9 DISPUTE RESOLUTION**

4. **SECTION 9.17, NO WAIVER OF SOVEREIGN IMMUNITY**, is deleted in its entirety and replaced with the following:

   *Nothing in the Contract will be construed as a waiver of the Parties sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Parties under state or federal law. The failure to enforce or any delay in the enforcement, of any privileges, rights, defenses, remedies or immunities available to the Parties under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered a basis for estoppel. The Parties do not waive any privileges, rights, defenses, remedies or immunities available to the Parties by entering into this Contract or by its conduct prior to or subsequent to entering into the Contract. Nothing in this Contract is intended to benefit any third-party beneficiary.*

The terms and conditions of these Supplemental Conditions are incorporated into and made a part of the Contract.
ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION
Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

   a. Reason for such action;
   b. Name and contact information of the local, state or federal department or agency or entity;
   c. Date of the contract;
   d. Date of suspension or termination; and
   e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY
Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS
   a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

      1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
      2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

   b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL
The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.
ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION 1.05 DISASTER SERVICES
In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

   a. Community evacuation;
   b. Health and medical assistance;
   c. Assessment of health and medical needs;
   d. Health surveillance;
   e. Medical care personnel;
   f. Health and medical equipment and supplies;
   g. Patient evacuation;
   h. In-hospital care and hospital facility status;
   i. Food, drug and medical device safety;
   j. Worker health and safety;
   k. Mental health and substance abuse;
   l. Public health information;
   m. Vector control and veterinary services; and
   n. Victim identification and mortuary services.

SECTION 1.06 INTERIM EXTENSION AMENDMENT
   a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

   b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

   c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

   d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.

   e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

   f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.07 CHILD ABUSE REPORTING REQUIREMENT
   a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

   b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for
ATTACHMENT D
SUPPLEMENTAL & SPECIAL CONDITIONS

Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency’s Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.08 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kretexs, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c) Applying to all employees and visitors in this designated area; and

d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.
Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS 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, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS 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 DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor:  

FFATA Contact # 1 Name, Email and Phone Number:

Primary Address of Contractor:  

FFATA Contact #2 Name, Email and Phone Number:

ZIP Code: 9-digits Required  
www.usps.com

DUNS Number: 9-digits Required  
www.sam.gov

State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits

Printed Name of Authorized Representative

Ganesh Shivaramaiyer

Signature of Authorized Representative

Title of Authorized Representative

Asst. Director, Finance, Budget & Contracts

Date

Department of State Health Services

Form 4734 – June 2013
Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. 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

B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
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 your answer is “Yes” to this question, where can this information be accessed?

If your answer is “No” to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:
Certificate Of Completion

Subject: New $1,075,000; HHS000722400001; Dallas County; DSHS/CMS/HPCDP

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 167.137.1.15

Record Tracking

Status: Original
1/16/2020 11:12:24 AM
Holder: Texas Health and Human Services Commission
PCS_DocuSign@hhsc.state.tx.us

Signer Events

CMS
CMUcontracts@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Signature: Completed
Using IP Address: 160.42.85.8

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clay Lewis Jenkins
clay.jenkins@dallascounty.org
Dallas County Judge
Dallas County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ganesh Shivaramaiyer
ganesh.shivaramaiyer@dallascounty.org
Asst. Director, Finance, Budget & Contracts
Dallas County, Texas
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andy Marker
Edward.Marker@hhsc.state.tx.us
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen Ray
Karen.Ray@hhsc.state.tx.us
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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