Renewal for Professional Services Contract for Aldridge Family Pharmacy with Howard Aldridge, Jr.

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:
Dallas County Health and Human Services (DCHHS) desires to contract with Howard Aldridge, Jr., a licensed pharmacist for Pharmacy services, to serve as Pharmacy-in-Charge. The Pharmacy-in-Charge will ensure that outdated unusable, and/or recalled drugs are disposed of in such a manner as to comply with Texas State Board of Pharmacy rules and regulations. The Pharmacy-in-Charge will review and update the DCHHS pharmacy policies and procedures manual as required by the Texas State Board of Pharmacy. Additional Services: Upon request from County, Contractor shall provide services entailing bottling and labeling of medications for the various clinics within Dallas County Health and Human Services. Directions and medication will be provided by the clinic making the request from County. Contractor shall provide prescription filling services of medications for the various clinics within DCHHS. Contractor will separately invoice County for the cost of bottling and relabeling of medications and the cost of prescriptions based on type of medication filled.

OPERATIONAL IMPACT:
There is no operational impact to Dallas County.

FINANCIAL IMPACT:
Mr. Aldridge agrees to provide pharmacy services with twelve (12) equal payments of $1,166.66, not to exceed $14,000 annually. In addition, payment for additional services, will not exceed the maximum amount of 5,000. Funding in this Contract has been included in the FY2020 Budget for Health and Human Services Administration.

LEGAL IMPACT:
The County Judge is required to sign the Agreement, after approval by Commissioners' Court. The District Attorney's Office, Civil Section has reviewed and modified the Agreement content and the Agreement has been approved as to form.

PROJECT SCHEDULE:
The Term of the Contract shall be effective October 1, 2019 through September 30, 2020.

SBE PARTICIPATION:
N/A
ADMINISTRATIVE PLAN COMPLIANCE:
The County's Administrative Plan States the County is a healthy community, by providing disease prevention and health promotion and human services programs to County residents. The proposed Contract is consistent with this recommendation as it will provide the residents of Dallas County with labeling, bottling and maintaining proper medications by ensuring outdated unusable, and/or recalled medications are disposed of in the manner as to comply with the Texas State Board of Pharmacy. The services provided under this Contract will be delivered efficiently and effectively.

RECOMMENDATION:
Approve the Professional Services Contract with Aldridge Family Pharmacy with Howard Aldridge, Jr., 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 Professional Services Contract with Aldridge Family Pharmacy with Howard Aldridge, Jr., and authorize the County Judge to sign the Contract on behalf of Dallas County.

ATTACHMENTS:
Aldridge Family Pharmacy Contract - HHS 2020
Renewal for Professional Services Contract for Aldridge Family Pharmacy with Howard Aldridge, Jr.

On a motion made by Commissioner JJ Koch, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: March 3, 2020  
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Professional Services Contract with Aldridge Family Pharmacy with Howard Aldridge, Jr., and authorize the County Judge to sign the Contract on behalf of Dallas County.

Done in open Court March 3, 2020 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia  
OPPOSED: None  
ABSTAINED: None  
ABSENT: None

Recommended by: Philip Huang, MD, MPH  
Originating Department: Health and Human Services
STATE OF TEXAS

COUNTY OF DALLAS

1. PARTIES

Whereas, Howard Aldridge, Jr. ("Contractor") is a pharmacist licensed by the State of Texas (License No.32128) and owner of the Aldridge Family Pharmacy at 1408 Bonnie View Rd., Dallas, Texas 75203; and

Whereas, Contractor is a neighborhood pharmacist who is centrally located; and

Whereas, This central location will enable Contractor to make inspections, without notice, of the Dallas County Health and Human Services ("DCHHS") clinic sites, and ensure that Dallas County ("County") fully complies with all rules and regulations regarding a Class D Pharmacy.

Now, therefore, this Contract is entered into by and between County, on behalf of DCHHS, and Contractor for a public purpose and pursuant to the authorities and requirements of the Texas Local Government Code § 262.024(a)(4), Texas Health and Safety Code § 242.602, and Texas Occupations Code § 562.101 for the purpose of maintaining Class D Pharmacies.

2. SERVICES TO BE PROVIDED BY CONTRACTOR

A. To serve as Pharmacist-in-Charge of the County's Class D Pharmacies;

B. To prepare the annual application for Class D licensure in conjunction with County staff;

C. To review monthly, and document the County's services that provide drugs to patients, to assure that County meets all the requirements of Class D Pharmacy as prescribed by the Texas Board of Pharmacy;

D. To perform an evaluation of the pharmaceutical and dispensing procedures being utilized in the clinics listed below as frequently as necessary to assure compliance with the law;

E. To review and update the pharmacy policies and procedures manual as required to insure continuing compliance with applicable laws, rules, and regulations;

F. To provide on-site monthly inspections for the following clinics:

Preventive Health:
Main Clinic 2377 N. Stemmons Freeway, Room 154
Carrollton 2774 Valwood Parkway
Grand Prairie 1413 Densman
Irving 440 S. Nursery
Dallas (John West) 3312 N. Buckner Blvd., Ste. 200
Dallas (Jefferson) 1113 E. Jefferson Blvd., Ste. 200
Dallas (Spring Valley) 8202 Spring Valley, Ste. 200
Sexually Transmitted Disease:
Main Clinic 2377 N. Stemmons Freeway, Room 101

Tuberculosis:
Main Clinic 2377 N. Stemmons Freeway, Room 300

G. To provide for availability of the Pharmacist-in-Charge on occasions of review or inspection of County's Class D Pharmacy by the Texas State Health Services ("DSHS"), Texas State Board of Pharmacy, or similar official review agencies.

H. To ensure that outdated, unusable, and/or recalled dangerous drugs are disposed of in such a manner as to comply with Texas State Board of Pharmacy Rules and Regulations.

I. Additional Services: (1) Upon request from County, Contractor shall provide services entailing bottling and labeling of medications for the various clinics within Dallas County Health and Human Services. Directions and medication will be provided by the clinic making the request. Contractor will separately invoice County for cost of bottling and labeling of medications based on labor and material costs. (2) Upon request from County, Contractor shall provide prescription filling services of medications for the various clinics within Dallas County Health and Human Services. Prescriptions will be provided by the clinic making the request. Contractor will separately invoice County for the cost of prescription based on type of medication filled.

3. TERM

The Term of this Contract shall be effective from October 01, 2019 through September 30, 2020, unless otherwise stated elsewhere in this Contract.

4. PAYMENT FOR SERVICES

A. Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate/applicable attachments, statistical and programmatic documentation reports, as required by County for the prior month's services in the format described in (Exhibit A) on or before the Fifth (5th) of the month.

B. Upon receipt of invoice, County agrees to compensate Contractor in a pro-rated amount of One Thousand One Hundred Sixty-Six and 66/100 Dollars ($1,166.66) per month for such services by the last day of the month that the invoice is due. County will make payment to Contractor upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's contract provisions, deliverables, or other requirements relating to Contractor's performance of work and services under this Contract. County shall pay Contractor only for those costs that are allowable under applicable laws, including, without limitation, the federal rules, regulations, cost principles, the guidelines under HRSA and the DSHS, and those stated in this Contract. County shall have the right to withhold all or part of any payments to the Contractor to offset any payment or reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, and any profit made from the program by Contractor.

C. Not to Exceed Amount. The maximum amount to be paid under this Contract is Fourteen Thousand and 00/100 Dollars ($14,000.00), unless a formal written amendment is executed by the parties hereto and is formally approved by the Dallas County
Commissioners Court.

D. **Not to Exceed Amount for Additional Services.** Payment for services rendered under Section 2(l) above, will be based on invoices submitted by Contractor, as stated in the respective section. The maximum amount to be paid under this Contract for the Additional Services contained in Section 2(l) is Five Thousand and 00/100 Dollars ($5,000), unless a formal written amendment is executed by the parties hereto and is formally approved by the Dallas County Commissioners Court.

E. Contractor agrees that a temporary delay in making payments due to the County’s or DCHHS’ accounting and disbursement procedures shall not place the County/DCHHS in default of this Contract and shall not render the County/DCHHS liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

F. Contractor agrees to submit no more than one such billing/invoice per month.

G. **Prior Debts.** County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract.

5. **REPORTING AND ACCOUNTABILITY**

A. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames.

B. Contractor agrees that all information, data and supporting documentation that relates to the services under this Contract shall remain the property of the County.

C. Should DCHHS determine it reasonably necessary, Contractor shall make all of his records and books reasonably related to this Contract available to authorized DCHHS personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract. Required documents may include, but are not limited to, documents pertaining to services provided for purposes of programming, creation and modification of data fields, and records of telephone hours of support provided.

D. Contractor agrees to make available, at reasonable times and for reasonable periods, those supporting documents pertaining to services. All documents shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) calendar days after the termination of the contract period. If any litigation, claim or audit involving these records begins before the specified period expires, Contractor must keep the records and documents until the later occurrence of either the end of an additional four (4) years and ninety (90) calendar days from date of court filings/audit findings, or until all litigation, claims or audit findings are resolved.

6. **INDEMNIFICATION**

To the fullest extent allowed under the law, Contractor shall forever waive, release,
indemnify and hold harmless County, its Commissioners, Judge, assigns, officers, directors, employees, agents, representatives (collectively, "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, his obligations pursuant to this Contract by Contractor, his assigns, or his subcontractors, officers, directors, employees, agents or representatives (referred collectively as "Contractor"), (2) Contractor's involvement in the specified services under this Contract, (3) Any terms or conditions or provisions or underlying provisions of this Contract, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during Contractor's involvement under the terms and conditions of the services and Contract, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by Contractor; and wrongful imprisonment or other intentional torts as a result of incorrect and/or scrambled information downloaded from any software and/or equipment provided by Contractor, and (4) the selection, provision, misuse, use or failure to use, by Contractor or any person or entity, of any medical devices, tools, supplies, materials, equipment, any other devices, tools, supplies, materials, equipment, or vehicles (whether owned or supplied by County, or any other person or entity) in connection said work or operations;

AND FURTHER, Contractor, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), whether known or unknown, including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Contract and/or the performance of, attempted performance of, or failure to perform, operation or work by County, its contractors, or its subcontractors, and/or any other person or entity. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. Contractor further agrees to defend (at the election of County) at his sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, his subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an
assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor, his subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

No Indemnification by County. Contractor acknowledges and agrees that Dallas County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Contract.

These provisions shall survive termination, expiration or cancellation of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

7. INSURANCE

A. Within ten (10) calendar days after the effective date of this Contract, Contractor shall furnish, at his sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Director of Purchasing verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any. The following minimum insurance coverage is required:

1) Workers' Compensation Insurance or self-insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code, if Contractor has any employee(s) as defined by the Workers' Compensation Act. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance (attached hereto as Exhibit B and incorporated herein for all purposes). In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

2) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Contractors; (c) Products/Completed Operations; (d) Personal Injury; (e) Contractual Liability; (f) Explosion, Collapse and Underground; (g) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00) and
products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars ($500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of recovery under subrogation or otherwise from the County.

3) Professional Liability Insurance or Errors and Omissions Insurance. Contractor shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the County. Such certificates of insurance shall specifically name the County as a loss payee.

4) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

B. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions:

1) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

2) Provide for thirty (30) calendar days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) calendar days for non-payment of premium.

3) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured's under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.

4) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

5) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
6) Provide for notice to the County at the address shown below by registered mail.

7) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage or any other loss.

C. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

D. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Contract.

E. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.

F. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Director of Purchasing located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

G. All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for three (3) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

H. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

I. If Contractor and/or his subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such
insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.

J. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

K. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:

1) to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;

2) to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

3) to, at its sole discretion, declare a material breach of this Contract, which, at County’s discretion, may result in:
   a) termination of this Contract;
   b) demand on any bond, as applicable;
   c) the right of the County to complete this Contract by contracting with the “next low proposal.” Contractor will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractor on demand; or

4) Any combination of items 1-3 above.

L. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor’s activities under this Contract.

M. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, his employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, his employees, subcontractors, and agents.

N. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or his subcontractor's performance of the work covered under this Contract.
canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds that were paid by County to Contractor under this Contract and any and all County data, documents and information in Contractor’s possession shall be returned to County within five (5) business days of the date of termination. In no event shall County’s termination of this Contract, for any reason, subject County to liability.

1) **Without Cause:** This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

2) **With Cause:** County reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

   a) Lack of, or reduction in, funding or resources;

   b) **Non-Performance.** Contractor’s non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County’s option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to Contractor with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County’s sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor’s performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County’s right to terminate this Contract under any other provisions herein.

   c) Contractor’s improper, misuse or inept performance of services under this Contract;

   d) Contractor’s failure to comply with the terms and provisions of this Contract;

   e) Contractor’s submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

   f) In County’s sole discretion, if termination is necessary to protect the health and safety of clients;

   g) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to his liquidation or insolvency or for the appointment of a receiver or similar officer for him, has a receiver of his assets or property appointed or makes an assignment for the benefit of all
or substantially all of his creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of his affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of his obligations, or has a material change in his key employees; and/or

h) Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

10. NOTICE

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) business days subsequent to the date it was so delivered or mailed.

Dr. Philip Huang, MD, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Howard Aldridge, Jr., Pharmacist
Aldridge Family Pharmacy
1408 Bonnie View Rd.
Dallas, TX 75203

11. SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Contract. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12. SOVEREIGN IMMUNITY

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Contractor must observe and comply with all applicable grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Contract which are required by changes in
federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Contract, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, the Contractor agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Contract and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any
interpretation of this Contract.

21. PREVENTION OF FRAUD AND ABUSE

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

22. INDEPENDENT CONTRACTOR

Contractor, including his agent or employee, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the County, and is responsible for his own acts, forbearance, negligence and deeds, and for those of his agents or employees in conjunction with the performance of work covered under this Contract.

23. ASSIGNMENT

Contractor assures that he will not transfer or assign his interest in this Contract without the prior written consent of the County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of Contractor assets, the County, at its option, may terminate this Contract and at no cost to the County retain the use of any of the equipment, software and other items provided under this Contract. Contractor shall deposit all system and application software with an independent escrow agent. In the event of sale or assignment, County has the right of use of all source codes and at no cost perpetual license to use all software.

24. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that he will solely be responsible to County for the performance of this Contract. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

25. CONFIDENTIAL INFORMATION AND OWNERSHIP

A. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements.
according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential.

B. Confidentiality. "Confidential Information" means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, County Software, County Data, the terms of this Contract, and information: (1) relating to the Disclosing Party's current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (2) relating to Disclosing Party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the County's clients, customers or service providers; (3) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection; or (4) relating to individual health information, including without limitation, mental health information, sexually transmitted diseases information, and HIV-AIDS related information.

C. Exceptions. Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish: (1) has become generally available to the public or commonly known in either Party's business other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (2) was known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party by reason other than having been previously disclosed in confidence to the Receiving Party; (3) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; (4) was independently developed by the Receiving Party without any recourse to any part of the Confidential Information; or (5) in the case of County, any information related to the services which County has publicly disclosed.

D. Use of Confidential Information. During the term of this Contract, the Receiving Party may: (1) disclose Confidential Information received from the Disclosing Party only to its employees, agents, officers, directors, attorneys, and subcontractors who have a need to know such information exclusively for the purpose of performing pursuant to this Contract and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, who are subject to other equivalent means to ensure confidentiality; (2) reproduce the Confidential Information received from the Disclosing Party only as required to perform pursuant to this Contract; and (3) disclose Confidential Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. Except as otherwise specifically provided in this Contract, the Receiving Party shall not during the term and after expiration or earlier termination of this Contract: (1) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing Party; or (2) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, market, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.
E. Care. The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.

F. Return of Confidential Information. Immediately upon the Disclosing Party’s request, and at the expiration or earlier termination of this Contract or any other applicable renewal or extension hereto, the Receiving Party shall return or destroy all materials containing Confidential Information, including without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.

G. Notwithstanding the foregoing, County agrees, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to County, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing County’s obligations under this Contract, unless prior written notification is given by County that such specified item will be released under the Public Information Act.

H. Confidential or Proprietary Marking. Any information or documents the Contractor uses in the performance of the services provided under this Contract that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

I. Ownership of County Data. All County Data shall remain the property of County. The County Data shall not be used by Contractor other than in connection with providing the services pursuant to this Contract, disclosed sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect. Contractor shall not delete or destroy any County Data or media on which County Data resides without prior written authorization of County (acting through the County Commissioners Court, County Commissioners Court Administrator, County Contract Manager). At no cost to County, Contractor shall upon request promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portion of any County Data he may possess or control.

J. County Software. County shall identify the County Software, if any, that Contractor is authorized to use to perform the services pursuant to this Contract and specify the rights of Contractor to use the County Software for the benefit of the County.

K. Contractor Software. Contractor shall identify any Contractor Software that will be used to provide the services under this Contract. Without the fully informed written consent of the County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), Contractor shall not use in performing the services pursuant to this Contract any Contractor Software that is not commercially available to County. Contractor shall install, operate and maintain, at his own expense, any Contractor Software needed to provide the services pursuant to this Contract.
Contractor hereby grants to County, its contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to perform the services pursuant to this Contract, a worldwide, perpetual, royalty-free, nonexclusive license to use and modify Contractor Software for the sole and exclusive benefit of County. Except for the foregoing license, Contractor shall retain all right, title and interest in and to the Contractor Software.

L. **Use of Concepts.** Nothing in this Contract shall restrict a party from the use of any ideas, concepts, know-how, methods or techniques that such party, individually or jointly, develops or discloses under this Contract or obtains from third parties, except to the extent that such use infringes the other party’s patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other party’s Confidential Information.

M. **Security.** Contractor will comply with the security procedures that are in effect during the term of this Contract for the security of County’s facilities and County Data. Since Contractor personnel may have the ability to defeat systems security provisions on devices containing related and unrelated confidential information or data, Contractor covenants that he shall not access such County data or information or assert waiver of these confidentiality requirements by virtue of Contractor’s access.

N. **County Ownership of Work Product and Intellectual Property.** Contractor agrees that any and all work, including, but not limited to, any and all analyses, evaluations, reports, memoranda, letters, ideas, formulae, processes, methodologies, tools, patterns, compilations, programs, devices, techniques, drawings, software, hardware, firmware, books, manuals, and films that are developed, prepared, conceived, made or suggested by Contractor for County pursuant to this Contract, including all such developments, enhancements, and modifications that are originated or conceived during the term of this Contract and are completed and reduced to writing or any other tangible form thereafter (hereinafter, the “Work Product”) is and shall remain the exclusive property of County. Contractor further agrees that all Work Product that results or could result in the production of intellectual property, including, but not limited to, original computer programs, computer software, books, manuals, films or other original materials (hereinafter, the “Intellectual Property”) is and shall remain the exclusive property of County. All rights, title, and interests in and to said property shall vest in County upon creation or upon creation in a fixed form. Any rights, title, and/or ownership interests, including patents and copyrights, that the Contractor, any subcontractors, or any other workers may hold in the Work Product, any other tangible media embodying the Work Product, or the Intellectual Property is hereby irrevocably assigned to County.

O. **Work for Hire.** All work made or performed under this Contract shall be considered to be a “work made for hire” under the copyright laws. County shall have the right to obtain and hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the Work Product and/or Intellectual Property, and any extensions or renewals thereof. To the extent that any rights, title and/or interests to any such work may not, by operation of law, vest in County or such work may not be considered a “work made for hire” under applicable law, Contractor hereby irrevocably assigns to County any and all of Contractor’s rights, title and interests in and to said property. Contractor shall ensure that all rights, title and interests in and to said property are secured to County from Contractor and his subcontractors. Contractor agrees to give County, and agrees to require his subcontractors to give to County, or any person designated by County, all
assistance required to perfect the rights, title, and interests defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered pursuant to this Contract. Contractor shall execute any documents and take any other actions reasonably requested by County to accomplish the purposes of this provision. If, for any reason, County fails to obtain ownership of the Work Product and/or Intellectual Property and such ownership is vested in the Contractor, his employees or agents, Contractor agrees to (1) promptly and legally transfer such Work Product and Intellectual Property to County wherever possible and (2) wherever not possible, promptly grant to County a perpetual, exclusive, royalty-free and irrevocable license to use the Work Product and Intellectual Property for any purpose, and to assign and sublicense his license rights. In the event Contractor, for any reason, shall have or claim any rights, title, and/or interests in or to said property, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which the Contractor, or his subcontractors, purchases ownership under this Contract.

P. Survival. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this contract or any portion hereof is void, voidable, invalid or unenforceable.

26. ASSURANCES

A. Contractor agrees to comply with its Title VI assurances contained in Attachment A hereto.

B. Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

C. Contractor assures that it shall not receive personal benefits or gains in performance of the services outlined in this Contract. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material/financial interests that it or a third party may have in the services required under this Contract.

D. No-Discrimination. This Contract is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition Contractor assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Contract. Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Contract.

E. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified
immediately if such licenses become invalid during the term of this Contract.

F. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

G. Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Contract, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Contract.

H. Under Section 231.006 of the Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligation that renders him ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency.

J. **Best Efforts to Minimize Costs to County.** Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Contract.

K. **Governmental Consent.** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Contract.

L. **No Actions, Suits, or Proceedings.** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Contractor's ability to fulfill the obligations under this Contract.

M. **Warranty of Contractor's Capability.** Contractor warrants that it is financially capable of fulfilling all requirements of this Contract and that Contractor is a validly organized entity that has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Contract.

N. **Professional Quality.** Contractor warrants to County that all materials and services will be of professional quality conforming to generally accepted practices. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
O. Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Texas Tax Code, Contractor, by executing this Contract, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax.

P. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

27. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor relating to this Contract. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; and (iii) Final accounting of all income from the Contract; and (iv) Downloading and removal of all County information from the Contractor’s equipment and software; and (v) Removal of Contractor services without affecting the integrity of County’s systems; and (vi) All Records and County property. This provision shall survive Contract termination. Contractor agrees to allow County to continue to utilize all Contractor’s software/third-party software until such time as County has completed processing all citations begun within term of Contract, or any extension thereto.

28. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Tax Code § 151.309, and shall therefore not be liable or responsible to the Contractor for the payment of such taxes under this Contract.

The fees paid to Contractor pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by Contractor’s cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Contractor in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers’ Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Contract and agrees to indemnify and save harmless the County from any such contribution or taxes or liability.

29. NO BOYCOTT OF ISRAEL

Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:
a) Does not boycott Israel; and
b) Will not boycott Israel during the term of this contract.

30. SIGNATORY WARRANTY

Each person signing and executing this Contract does hereby warrant and represent that such person has been duly authorized to execute this Contract on behalf of Contractor or County, as the case may be.

<signatures appear on following page>
COUNTY:  

BY: Clay Lewis Jenkins  
Dallas County Judge  
DATE: 3/3/2020  

ALDRIDGE FAMILY PHARMACY:  

BY: Howard Aldridge, Jr.  
DATE: 2/14/20  

Recommended:  

BY: Philip Huang, MD, Director  
DCHHS  

APPROVED AS TO FORM*:  

JOHN CREUZOT  
DISTRICT ATTORNEY  

BY: Chong Choe  
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 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).
Dallas County
Department of Health and Human Services
2377 N. Stemmons Frwy., Suite 200-201
Dallas, Texas 75207-2710

Phone: (214) 819-1865
Fax: (214) 819-1822

Date: 

SOLD TO:

<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

Please mail payments to:
Dallas County Health and Human Services
2377 N. Stemmons Frwy., Ste. 200-201
Dallas, Texas 75207-2710
Attn: Ganesh Shivaramaiyer, Assistant Director
214/819-1865

Subtotal
Sales Tax
Total Invoice Amount
Payment Received
Total

PROFESSIONAL SVCS CONTRACT BETW DALLAS COUNTY & ALDRIDGE FAMILY PHARMACY —2020
Exhibit B

STATE OF TEXAS § §
COUNTY OF DALLAS § §

AFFIDAVIT OF HOWARD ALDRIDGE, JR.

Before me, the undersigned Notary, personally appeared, Howard Aldridge, Jr., Individually and doing business as ("d/b/a") Howard Aldridge, Jr., who after being by me first duly sworn, deposed and stated as follows:

"My name is Howard Aldridge, Jr., d/b/a Howard Aldridge, Jr., appearing hereinafter individually. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct."

"I am located at 1408 Bonnie View Rd., Dallas, Texas 75203. Dallas County awarded a Professional Services Contract for pharmacy inspection services ("Contract") to me. The Contract provisions require the successful Contractor to maintain Workers' Compensation Insurance coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the Contract. I am ineligible to purchase Workers' Compensation Insurance as required by the Contract in that I do not meet the minimum requirements to purchase such insurance for the following reasons: I do not have and do not foresee having any employees as defined under the Texas Workers' Compensation Act and therefore, I am not required by law to obtain such insurance."

______________________________
Print Name

______________________________
Signature

Sworn to and subscribed to before me, the undersigned Notary, by Howard Aldridge, Jr. on this ______________ day of ___________________________ 20____.

______________________________
Notary Public State of Texas

______________________________
My Commission Expires (SEAL)
Title VI Assurances and Compliance

A. Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your
programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
Renaissance Tower
1201 Elm Street, 23rd Floor, Suite 2300-B
Dallas, TX 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas
County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor’s Full Name:  
Howard D. Aldridge, Jr

Signature, Authorized Representative of Contractor  
Howard D. Aldridge

Title  
Pharmacist In-Charge

Date  
2/14/20