

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000897700003
UNDER THE
ENDING THE HIV EPIDEMIC (EHE) GRANT PROGRAM**

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”), 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** (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the Ending the HIV Epidemic (“EHE”) Project (the “Contract”).

II. LEGAL AUTHORITY

This Contract is made in accordance with awards by the Centers for Disease Control and Prevention (CDC-PS20-2010 – Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States: CDC-PS20-2010), which is incorporated herein by reference, and is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapter 531, 771, 791 or 2155.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on July 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed 5 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond 5 years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The total amount of this Contract will not exceed **\$2,124,427.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. REPORTING REQUIREMENTS

All Reporting Requirements under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

VI. 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, MC 1990
Austin, Texas 78756
Attn: Deanna Kinsfather, CTCM, CTCD, Contract Manager
deanna.kinsfather@dshs.texas.gov

Grantee

Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207
Attn: Philip Huang, MD, MPH
Phone: (214) 819-2014
Email: philip.huang@dallascounty.org

VII. 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 a recognized national carrier, overnight, overnight, signature required, in either case properly addressed to the other Party at the appropriate address below:

System Agency

Department of State Health Services
1100 West 49th Street, MC 1911
Austin, Texas 78756
Attention: General Counsel

Grantee

Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, TX 75207
Attn: Philip Huang, MD, MPH
Phone: (214) 819-2014
Email: 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

VIII. NOTICE REQUIREMENTS

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

All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

IX. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): **NU62PS924644**

Federal Award Date: **7/23/2020**

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Number: **93.940**

Awarding Official Contact Information:

Constance J. Jarvis

Grants Management Official

Centers for Disease Control and Prevention

2960 Brandywine Road, MS E-15

Atlanta, GA 30341-5509

Telephone: (770) 488-5859

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000897700003**

SYSTEM AGENCY

GRANTEE

DocuSigned by:
Jennifer Sims
FF74006FBA8747E...
Signature

DocuSigned by:
Clay Jenkins
C8E5ABD918A443D...
Signature

Printed Name: Jennifer Sims

Printed Name: Clay Jenkins

Title: Deputy Commissioner

Title: Dallas County Judge

Date of Execution: November 18, 2020

Date of Execution: November 13, 2020

Date of Execution: _____

APPROVED AS TO FORM*:

JOHN CREUZOT

DALLAS COUNTY DISTRICT
ATTORNEY

RUSSELL RODEN
CHIEF, CIVIL DIVISION

*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.
HHS000897700003 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – UNIFORM TERMS AND CONDITIONS – GRANT

ATTACHMENT C-1 SUPPLEMENTAL AND SPECIAL CONDITIONS

ATTACHMENT D – CONTRACT AFFIRMATIONS

ATTACHMENT E – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F – DATA USE AGREEMENT

ATTACHMENT G – FFATA CERTIFICATION

ATTACHMENTS FOLLOW

ATTACHMENT A
STATEMENT OF WORK
CONTRACT No.: HHS000897700003

Funding under this Contract, the Ending the HIV Epidemic (EHE) initiative, is intended to build on the ongoing activities funded through The Texas Department of State Health Services (DSHS) TB/HIV/STD Section to strategically advance (i.e., initiate new or expand existing) HIV prevention and surveillance efforts in specific jurisdictions in Texas. The funded services will, based on the best available scientific evidence and experience, most rapidly accelerate efforts to reduce new HIV infections. Funded entities must be responsive to local circumstances and are therefore encouraged to implement innovative activities unique to the jurisdiction's local context. Services under this Contract will be structured to support the following activities:

- Strategic partnerships, planning, and coordination to support ending the HIV epidemic.
- Testing and Status-Neutral Linkages:
 - Increased routine opt-out HIV screenings in healthcare and other institutional settings;
 - Increased local availability of and accessibility to HIV testing services;
 - Increased HIV screening and re-screening among persons at elevated risk for HIV;
 - Increased rapid linkage to HIV medical care;
 - Increased early initiation of antiretroviral therapy (ART);
 - Increased immediate re-engagement to HIV prevention and treatment services for persons living with HIV (PLWH) who have disengaged from care;
 - Increased screening for pre-exposure prophylaxis (PrEP) eligibility among persons who are HIV-negative; and
 - Increased referral and rapid linkage of persons who are eligible for PrEP.
- Surveillance-Based Response:
 - Increased HIV surveillance capacity at the local level;
 - Increased health department and community engagement for cluster detection and response;
 - Improved surveillance data for real-time cluster detection and response;
 - Improved policies and funding mechanisms to respond to and contain HIV clusters and outbreaks; and
 - Improved response to HIV transmission clusters and outbreaks.

All activities conducted under this Contract shall support the goals and objectives of the Ending the HIV Epidemic: A Plan for America, National HIV/STD Strategy, the Texas HIV Plan, Achieving Together: A Community Plan to End the HIV Epidemic In Texas, The Centers for Disease Control and Prevention (CDC) National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention Strategic Plan Through 2020, State of Texas 2018 State Plan for Hepatitis C, and the CDC STD Program Operations Guidelines.

DEFINITIONS

- A. "Service Area" means the DSHS-defined HIV Service Delivery Area (HSDA).
- B. "HSDA" means the HIV service delivery area as defined by DSHS.
- C. "Priority Populations" means groups of people which are determined by local epidemiological data to be the primary populations for an intervention or program.
- D. "Focused Testing" means programs that are designed to promote testing to priority populations (formerly known as Targeted HIV Testing).
- E. "Referral" means directing individuals to relevant and available resources to address their healthcare and social needs.
- F. "Linkage to Care" means persons who are tested and receive a positive result for HIV (including preliminary positive results) will be linked to, and assisted in, scheduling an appointment with a provider of the person's choosing. Successful linkage to care is measured as attendance to case management and/or a medical appointment with a prescribing provider.
- G. "Engagement to Care" means assisting persons who were previously diagnosed and are not currently in care with entering HIV-related medical care, and assistance with making medical appointments and addressing barriers to maintenance in care. May include referrals to non-HIV-related services.
- H. "Rapid Linkage to Care" and "Early Initiation of ART" mean initiation of HIV medical care and medication ideally in under 72 hours of the receipt of a test result for persons who are either newly diagnosed or previously diagnosed.
- I. "Routine HIV Screening" means the provision of HIV screening services as an integrated standard of care in health care settings to all eligible patients between 13 and 65 years of age.
- J. "HIV Transmission Cluster" refers to a group or population of people that are experiencing higher than expected rates of HIV transmission. These clusters can be identified using surveillance data and molecular or time/space analysis methodology.
- K. A "Time-Space Cluster" occurs when the number of diagnoses of HIV infection in a geographic area is elevated above levels expected given previous patterns.
- L. A "Molecular Cluster" occurs when a group of persons are diagnosed with an extremely similar viral DNA or RNA sequence, indicating that transmission happened in this sub-group in a specific period.
- M. "HIV Outbreak" means that there is an extremely high incidence of new infections happening in a relatively small geographic area in a specific period.
- N. "Real-Time Cluster Intervention" means the rapid deployment of staff to respond to the follow-up needs of a cluster when the need arises which includes, but is not

limited to, rapid linkage to care, re-engagement in care, re-testing, PrEP linkage and navigation, medical chart review, and other social support duties as needed by the client.

I. GENERAL REQUIREMENTS

Grantee must subcontract a minimum of 25% of the funds they receive from DSHS to traditional *and* non-traditional partnering agencies for the purposes of achieving the goals of this Contract. Activities below may be conducted via direct service provision by the Grantee or through subcontracting of funds.

The DSHS-approved Work Plan submitted by the Grantee is hereby incorporated by reference and is the official record of specific activities performed under this Contract. Grantee and all subgrantees will follow all requirements outlined in this section (Section I: General Requirements). Grantee and subgrantees will follow applicable activity-specific requirements as outlined in Section II: Requirements by Activity of this document.

For ALL activities funded under this Contract, Grantee and any subcontractors will:

- A. Ensure the provision of a combination of public health activities to support HIV diagnosis, linkage to treatment, prevention, and response;
- B. Ensure activities are provided in accordance with this Contract to appropriate jurisdictions or service areas and priority populations as directed by DSHS and outlined in the approved Work Plan;
- C. Comply with the terms of the approved Work Plan for this Contract;
- D. Ensure activities begin no later than 90 days following the Contract start date (either via direct service provision or subcontract);
- E. Employ and support an EHE Project Coordinator who will coordinate and report on all activities related to this grant;
- F. Support local efforts to coordinate prevention, education, testing, and medical or treatment services for HIV, Hepatitis C virus (HCV), and syphilis (and other STDs);
- G. Establish or expand an EHE community planning process to inform activities (this may be integrated into existing planning processes);
- H. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of those served;
- I. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of PrEP and non-occupational post-exposure prophylaxis (nPEP);
- J. Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services. Participate in DSHS-identified trainings and coaching sessions as directed by DSHS (refer to Section VIII: Training Requirements for

additional details);

- K. Provide services that are equitably available and accessible to all people needing services and/or care. Grantee will make reasonable efforts to provide office hours and service locations that are accessible to as many people as possible;
- L. Deliver all services in a culturally competent and sensitive manner, taking low health literacy into account, and using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee must implement strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority populations(s);
- M. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:
 - 1. DSHS HIV, STD, and HCV Program Operating Procedures and Standards (POPS) Chapters 1, 2, 3, 7, 9, 14, 15, and 17, as appropriate, including any revision, located at <https://dshs.texas.gov/hivstd/pops/>;
 - 2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Instruction, located at <https://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 - 3. DSHS HIV Testing Policy 2013.02, located at (<https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>);
 - 4. [DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children](http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm), located at <http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm>;
 - 5. CDC STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/gl-2001.htm>;
 - 6. CDC STD Treatment Guidelines, located at <https://www.cdc.gov/std/tg2015/default.htm>;
 - 7. Ryan White Part B Contract Guidance, issued December 14, 2011, posted at www.dshs.texas.gov/hivstd/funding/default.shtm;
 - 8. DSHS HIV Assurances, located at www.dshs.texas.gov/hivstd/funding/docs/HIV_Contractor_Assurances.pdf;
 - 9. Health Resources and Services Administration (HRSA) Program Policy and Clarification Notices, located at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>;
 - 10. HIV Core and Support Service Categories (DSHS Standards of Care) and Universal Standards, Sections 1, 2, 3, 4, 5, 6, and 7, contained in the HIV-

STD Program Policies located at
www.dshs.texas.gov/hivstd/taxonomy/default.shtm;

11. DSHS Eligibility to Receive HIV Services, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm;
 12. HIV Health Insurance Assistance, contained in the HIV-STD Program Policies, located at www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm;
 13. DSHS Funds as Payment of Last Resort, contained in the HIV-STD Program Policies, located at www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm;
 14. Ryan White HIV/AIDS Program Part B Manual, located at <http://hab.hrsa.gov/sites/default/files/hab/Global/habpartbmanual2013.pdf>;
 15. Clinical Quality Management Policy Clarification Notice, located at <http://hab.hrsa.gov/sites/default/files/hab/Global/clinicalqualitymanagementpcn.pdf>;
 16. DSHS HIV Surveillance Guidelines and Procedures, located at <https://www.dshs.texas.gov/hivstd/contractor/surveillance.shtm>;
 17. DSHS HIV/STD Overall Responsible Party for TB/HIV/STD Surveillance Data, located at <https://www.dshs.state.tx.us/hivstd/policy/policies/2012-01.shtm>; and
 18. Any additional relevant letters or memos with additional directions and policies issued by DSHS.
- N. Comply with all applicable federal and state regulations and statutes, including but not limited to:
1. Texas Health and Safety Codes:
 - a. §81 - Communicable Diseases;
 - b. §85 - Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection (paying attention to §85.085 - Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedures provided as part of the testing activities conducted under this Contract); and
 - c. §94 - State Plan for Hepatitis C; Education and Prevention Program;
 2. Texas Administrative Code (TAC) Title 25, Chapters 97 (Subchapter A, F) and 98;
 3. Ensure the delivery of comprehensive support services to meet the identified needs of persons living with HIV and their families, for Early Intervention Services and Outreach Services in accordance with Health Resources and Services Administration (HRSA) Program Policy, located at

http://hab.hrsa.gov/sites/default/files/hab/Global/service_category_pcn_16-02_final.pdf;

4. Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code as amended, located at <https://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A>; and
5. Misuse of Funds and Performance Malfeasance which states:
 - a. Report to the contract manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract;
 - b. Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
 - c. If this Contract is federally funded by the Department of Health and Human Services (HHS):
 - i. Report any credible evidence that a principal, employee, subgrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds; and
 - ii. Make this report to the SAO at <http://sao.fraud.texas.gov>, and to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/>, no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
- O. All documents named in items M and N above are hereby incorporated by reference and made a part of this Contract. Grantee must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s);
- P. Use collected data, together with input from persons using services and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population(s);
- Q. Submit written reports to DSHS that summarize the activities and services delivered and discuss the barriers and facilitators of the effective delivery of services (refer to Section V: Program Data Reporting, Security and Confidentiality Requirements);

- R. Submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>;
- S. Ensure that content in publications partially or fully funded by this Contract are verified by DSHS and that DSHS is acknowledged; and
- T. Perform other activities as may be reasonably requested by DSHS to meet the goals of this Contract.

II. REQUIREMENTS BY ACTIVITY

STRATEGIC PARTNERSHIPS, PLANNING, AND COORDINATION TO SUPPORT ENDING THE HIV EPIDEMIC

The Grantee will conduct a community process to support ongoing planning and coordination of efforts, in collaboration with any existing community planning efforts or councils, to address ending the HIV epidemic in their service area. Efforts must include:

- A. A community engagement strategy that describes community partners and stakeholders who will be engaged in the planning and coordination process, how community partners and stakeholders will be engaged, and a timeline of activities. The community engagement strategy should include representation from local planning councils, HIV service providers, communities vulnerable to HIV, mental health providers, substance abuse providers, and other local partners;
- B. Any updates or revisions to their local plan to address and end the HIV epidemic in their service area including:
 - 1. Any updates or revisions to the area's situational analysis that provides an overview of the strengths, challenges, and identified needs with respect to key aspects of HIV prevention and care activities. The analysis should synthesize information from the local epidemiologic profile, and from local community engagement activities;
 - 2. Any updates or revisions to strategies to end the HIV epidemic in the service area. Strategies should be based on the results of the situational analysis and should be developed in consultation with community members through the community engagement process. The identified strategies should align with the focus areas of the Texas Achieving Together plan and the strategies of the national Ending the HIV Epidemic initiative; and
 - 3. Any updates or revisions to the area implementation plan for activities to address the identified strategies. The implementation plan should be time-delineated, and must include a description of the activities, the time when those activities will occur, and who is responsible for each activity.

TESTING AND STATUS-NEUTRAL LINKAGES: ROUTINE HIV SCREENING IN HEALTH CARE SETTINGS

Grantee and any subcontractors will:

- A. Provide HIV routine screening services as an integrated standard of care in a health care setting to all eligible patients (ages 13-65), or as otherwise stated in Grantee's approved Work Plan, in compliance with the requirements herein;
- B. Ensure management of the funding and implementation of the program is directed by the administration and medical staff of the healthcare organization;
- C. Ensure funds from this Contract are not used to conduct the legally-required screening for HIV, hepatitis B, and syphilis during prenatal care and at labor and delivery;
- D. Ensure funds are used for the three core components of an HIV screening program:
 - 1. Routine HIV screening and notification of HIV-positive test results;
 - 2. Linkage to and engagement in HIV-related medical care for people with HIV-positive test results; and
 - 3. Program management to develop policy and infrastructure to assure sustainable screening and quality improvement of screening activities;
- E. Ensure that personnel are assigned to:
 - 1. Coordinate all grant activities including the management and oversight of screening activities, training, quality assurance and improvement, and all reporting requirements; and
 - 2. Notify persons who screen positive of their test results and refer and confirm linkage to medical care and other services;
- F. Use DSHS-approved testing technologies and laboratory approaches. Grantee must follow CDC recommendations for diagnostic testing algorithms. At present, DSHS requires an algorithm that uses Ag/Ab Combo screening and supplemental testing via Genius, HIV-1/2 antibodies, and HIV-1 RNA NAT if required to confirm acute diagnosis. DSHS will notify Grantee if these recommendations change;
- G. Ensure adequate blood specimens are collected for confirmatory testing during the same visit of the HIV-positive preliminary test result;
- H. Provide timely test results to the person tested followed by referral to HIV medical care or HIV prevention resources as appropriate. Grantee and any subcontractors must ensure that positive test results are delivered to persons tested as directed in Texas Health and Safety Code §81.109, as amended;
- I. Facilitate initial linkage to care for persons who are newly diagnosed with HIV and engagement in care for persons previously diagnosed with HIV who are not currently in care for their HIV infections. When possible, ensure rapid linkage to HIV medical care (ideally in under 72 hours). Grantee and any subcontractors must confirm people who test positive for HIV are linked to HIV medical care within 30 days;
- J. Ensure positive results are reported to the local health authority in accordance with Texas Administrative Code 97.131-134, as amended;

- K. Provide other referrals (e.g., HIV support services, substance abuse treatment services, and mental health services) as needed and in a timely manner;
- L. Ensure that all pregnant women who do not report being in prenatal care are referred to prenatal care; and
- M. Maintain relationships with the local or regional public health authority for public health follow-up (i.e., partner elicitation and notification) to ensure that people are notified of their diagnosis.

TESTING AND STATUS-NEUTRAL LINKAGES: FOCUSED HIV OUTREACH AND TESTING WITH LINKAGE TO MEDICAL CARE AND REFERRALS TO PREP

Grantee and any subcontractors will:

- A. Implement or subcontract the following components of a core HIV prevention program:
 - 1. Engagement of groups and communities to be served;
 - 2. Focused HIV and syphilis testing and tailored health education; and
 - 3. Linkage/enrollment in medical care for people who are living with HIV, and referral to PrEP and nPEP and other needed services for people with a negative HIV test result who are at a higher risk for acquiring HIV;
- B. Provide outreach and education to the priority population(s) identified in the approved Work Plan;
- C. Conduct active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms;
- D. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the priority population(s). Grantee and any subcontractors must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders;
- E. Ensure that syphilis testing is provided to all individuals testing for HIV unless the person refuses. Grantee will consider collecting specimens for:
 - 1. Other Sexually Transmitted Infections (STI) (including specimens for extra-genital screening for chlamydia and gonorrhea); and/or
 - 2. Hepatitis C antibody testing for at-risk populations;
- F. Maintain a current Clinical Laboratory Improvement Act (CLIA) Certificate of Waiver if performing rapid testing;
- G. Ensure that HIV testing programs include all required components of a testing session as described in the DSHS HIV/STD Program POPS, Chapters 1 and 2;
- H. Implement testing processes that follow the requirements in DSHS Policy 2013.02, located at <https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>;

- I. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care;
- J. Ensure people tested receive their HIV test results in a timely and appropriate manner;
- K. Ensure that people with negative HIV test results receive information on PrEP and nPEP;
- L. Ensure active referrals are made to PrEP, nPEP, and other needed health and social services as appropriate;
- M. Ensure that persons with positive HIV test results are given an immediate opportunity for individual, face-to-face post-test counseling in accordance with Texas Health and Safety Code §81.109;
- N. Provide the minimum required components for counseling and linkage to care for people living with HIV as outlined in Section 1.1.2 of the DSHS HIV/STD Program POPS;
- O. Facilitate initial linkage to care for persons who are newly diagnosed with HIV and engagement in care for people who have been previously diagnosed with HIV who are not currently in care for their HIV infections. When possible, ensure rapid linkage to HIV medical care (ideally in under 72 hours). Grantee and any subcontractors are responsible for confirming individuals are linked to care; and
- P. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

TESTING AND STATUS-NEUTRAL LINKAGES: INCREASED SCREENING AND LINKAGES TO PREP AND NPEP

Grantee and any subcontractors will:

- A. Deliver each of the program components listed below:
 - 1. Promotion of PrEP/nPEP through community education and awareness activities;
 - 2. Promotion of adoption of PrEP/nPEP by local clinical providers; and
 - 3. Delivery of PrEP/nPEP clinical and support services;
- B. Tailor education and recruitment efforts to the priority population(s) identified in the approved Work Plan;
- C. Assess awareness of PrEP/nPEP and barriers to use in each priority population;
- D. Raise awareness of PrEP and nPEP and address barriers to these services, and engage in active outreach and recruitment, which must include online and social media activities;
- E. Create or expand existing partnerships with community-based organizations (CBOs), LGBT organizations, private health care providers, clinics, Disease Intervention Specialists (DIS) and community health centers to increase access to

PrEP and nPEP;

- F. Undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP;
- G. Implement supportive services and activities using patient flows and staff roles that best serve persons seeking services and best fit their organizational structure and staffing;
- H. Provide PrEP and nPEP services in accordance with the most current CDC guidelines for PrEP and nPEP;
- I. Conduct initial and follow-up laboratory testing as recommended in treatment guidelines, with more frequent STD testing as needed. Grantee and any subcontractors must prescribe medications following the most recent treatment guidelines for STDs;
- J. Develop patient care protocols, policies, and procedures, and share these with other stakeholders and providers;
- K. Track individuals who have completed their nPEP regimen and how they will be linked to PrEP services;
- L. Ensure that clinical PrEP and nPEP services include formal intake and eligibility determination processes;
- M. Ensure people receive basic education on PrEP and nPEP, including the pros and cons of PrEP/nPEP, side effects and long-term safety, and other HIV prevention options;
- N. Provide supervision that is appropriate for clinical services staff;
- O. Not use DSHS funds to pay for PrEP or nPEP medications, although funds may be used to pay for clinical staff time (through salary or contract) and medical testing;
- P. Ensure supportive activities wrap around PrEP and nPEP clinical services and increase the likelihood that individuals will use PrEP and/or nPEP effectively and safely;
- Q. Ensure staff assist with obtaining treatment medications. This includes understanding how pharmacy benefits are typically structured in public and private insurance plans and being able to assist individuals with accessing these benefits. For people who are uninsured, staff must aid with applying to local medical assistance programs or patient assistance programs offered by drug manufacturers and should screen for eligibility for public insurance;
- R. Assess individuals' needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV; and
- S. Ensure staff will work with people accessing PrEP and/or nPEP to promote adherence to treatment instructions.

TESTING AND STATUS-NEUTRAL LINKAGES: PUBLIC HEALTH FOLLOW-UP ACTIVITIES

Grantee and any subcontractors will:

- A. Ensure programs, as described herein, are conducted to control and prevent the spread of human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) in accordance with the CDC STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/gl-2001.htm>;
- B. Perform the following six (6) core activities:
 1. Community and Individual Behavior Change Interventions;
 2. Medical and Laboratory Services;
 3. Partner Services;
 4. Leadership and Program Management;
 5. Surveillance and Data Management; and
 6. Training and Professional Development;
- C. Maintain written program procedures covering these six (6) core activities. All procedures shall be consistent with the requirements of this Contract;
- D. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of the HIV/STD confidential information maintained by the Grantee and any subcontractors as part of the activities under this Contract (as per Section I: General Requirements [M.17]);
- E. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication, documentation) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to persons tested by Grantee;
- F. All staff conducting these services must be permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the person refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS;
- G. All staff conducting these activities must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings;
- H. When conducting field work, all staff conducting these activities must be permitted to disclose the reason for contact (e.g., exposure to someone who tested positive for HIV and wanted to ensure test availability, positive test results were received from

a provider, laboratory, life insurance company, etc.) with the exception of when an individual has been identified as part of a cluster; and

- I. Staff conducting these activities will deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the individual is provided with adequate information about their test results and the implications, is offered appropriate treatment, and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; PrEP; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

TESTING AND STATUS-NEUTRAL LINKAGES: DATA TO CARE

Grantee will:

- A. Establish a schedule with DSHS for when surveillance line lists of people who need engagement in care services will be available for public health follow-up. Grantee shall notify DSHS if the schedule or public health follow-up work load needs to be adjusted;
- B. Ensure 25% of eligible persons who have tested positive for HIV who are identified and appear to be without regular HIV medical services based on laboratory criteria (e.g., viral load/CD4 results) or evidence from a provider/case manager are referred to specifically trained, designated Local Health Department or Jurisdictional (LHD/J) staff to be connected to HIV-specific medical care. The activities taken to locate individuals must be documented in the designated data system. This includes confirmation that the person attended the HIV medical care appointment;
- C. Ensure 25% of eligible persons who have been identified as out of medical care for more than twelve (12) months after their initial diagnosis are contacted by designated LHD/J staff to re-establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the person attended the HIV medical care appointment;
- D. Inform the local HIV Ryan White Planning Council of activities and outcomes of Data to Care efforts, at least semiannually. The report will include, but should not be limited to, a summary of outcomes for investigations initiated; the number of re-engaged individuals who are retained in HIV medical care one year after re-engagement; and viral suppression outcomes for re-engaged individuals one and two years after re-engagement who were linked to care because of the intervention. DSHS will assist the Grantee in the analysis of these outcomes;
- E. Share successes, failures, and best practices for Data to Care linkage/re-linkage with DSHS Central Office and other Data to Care sites. These will be shared and discussed during regularly scheduled calls with DSHS Central Office and Data to Care-funded sites; and

- F. Establish an agreement with at least one HIV care provider in their area. The agreement will outline procedures to ensure the local health department will receive a line listing of persons who may be out medical care from that facility. The procedures may include, but should not be limited to, the following activities: conduct a data match to surveillance data to determine if an individual requires follow-up for linkage services and conduct re-linkage activities for those individuals requiring linkage services.

TESTING AND STATUS-NEUTRAL LINKAGES: PROVIDER OUTREACH AND EDUCATION RELATED TO HIV, STDs, AND HCV TESTING

Grantee and any subcontractors will:

- A. Ensure local providers have the most current information about HIV, STD, and HCV testing and treatment; and
- B. Provide key public health messages related to HIV viral suppression, the promotion of prevention services, encouraging the provision of PrEP and nPEP, or other related and locally relevant topics to local medical providers.

SURVEILLANCE-BASED RESPONSE: CLUSTER DETECTION AND RESPONSE (CD&R)

Grantee will:

- A. Hire a Management Analyst who will assist with response activities related to clusters. This position will be responsible for:
 - 1. Linking persons who are not in care to HIV medical care;
 - 2. Offering additional HIV testing to persons identified related to the cluster who tested negative in the past, and linking persons newly diagnosed with HIV to HIV medical care;
 - 3. Linking persons who test negative for HIV to PrEP services;
 - 4. Conducting chart abstractions for assigned persons related to one or more clusters, as determined by DSHS;
 - 5. Conducting public health detailing with appropriate health care providers to ensure providers understand the importance of routine HIV testing, the HIV diagnostic algorithm, PrEP and how to prescribe or to make a referral to PrEP, and genotyping/resistance testing for persons newly diagnosed with HIV; and
 - 6. Working with Central Office to investigate molecular and time/space clusters identified by DSHS or CDC, and informing Central Office of any patterns observed by Public Health Follow-Up that might indicate a cluster;
- B. Ensure all individuals newly diagnosed with HIV will be interviewed in accordance with DSHS HIV/STD Program POPS;
- C. Ensure all partners elicited will be entered into the STD data management system, according to the DSHS HIV/STD Program POPS, Chapter 8;

- D. Ensure all persons within the social-sexual network of an identified HIV cluster who have been previously diagnosed with HIV and who have been out of care for more than six (6) months, are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the person attended an HIV medical care appointment;
- E. Deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure individuals understand test results and are linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services);
- F. Ensure that each HIV/AIDS case reflects the following:
 - 1. The person was informed of HIV status;
 - 2. Partner services were discussed and offered, if appropriate; and
 - 3. Referrals for appropriate additional services (e.g., HIV Services, Other Medical Services, and Substance Abuse Treatment) were made;
- G. Complete the cluster abstraction form provided by DSHS. If data indicates less than eighty-five percent (85%) of cases assigned for abstraction have a completed cluster abstraction form, DSHS may (at its sole discretion) require additional measures to be taken to improve that percentage according to the timetable mandated by DSHS; and
- H. Establish and maintain collaborative relationships with local businesses, community clinics, and CBOs who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, and infection control nurses).

III. PERFORMANCE MEASURES

System Agency will monitor Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Performance of the Grantee and their subcontractors, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.

IV. TANGIBLE REINFORCEMENTS

Grantee and any subcontractors will:

- A. Receive approval for tangible reinforcements in advance in writing by DSHS Program. DSHS funds may be used to purchase tangible reinforcements (bus

tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage participation of the priority population(s) in relevant activities funded under this Contract; and

- B. Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for recruitment of individuals into testing and linkage programs; for recruitment and retention of peer volunteers; to encourage people to return for test results; for people who are confirmed to have linked to HIV medical care; and for participation in community assessments, engagement, planning, or focus groups. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

V. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Grantee and any subcontractors will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Data may be included in Grantee and subcontractor reports to parties other than DSHS provided DSHS is acknowledged and the information is aggregated in such a way that no individual may be identified. Data may not be used for research purposes by Grantee or any other party without prior approval of the DSHS Institutional Review Board and pre-approval by DSHS Program. Grantee and any subcontractors may not share electronic data sets with other parties without advance written permission of DSHS.

Grantee and any subcontractors will:

- A. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of the HIV/STD confidential information maintained by the Grantee and any subcontractors as part of the activities under this Contract (as per Section I: General Requirements [M.17]);
- B. Submit data on all program activities and contacts using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs;
- C. Ensure that all data submitted to DSHS are complete and accurate. Grantee and any subcontractors must conduct data quality assurance prior to monthly submissions following the DSHS-approved Work Plan quality assurance procedures. Data quality assurance activities must be documented and made available for review by

DSHS staff upon request;

- D. Protect the security of program reporting data and the confidentiality of individuals' information;
- E. Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- F. Ensure individuals' privacy is maintained and data is collected confidentially when data/information is elicited verbally;
- G. Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of people's information and ensure that such environments are consistently maintained;
- H. Ensure data entered into program reporting systems is input only by properly authorized staff;
- I. Assure data integrity is maintained and that data entered in program reporting systems is entered accurately;
- J. Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- K. Ensure that persons entering data do not circumvent security measures;
- L. Ensure data are accessed only by authorized persons;
- M. Ensure program data are used in a manner that protects people's privacy and is in accordance with federal and state law and the terms of this Contract;
- N. Implement policies and procedures for use of data in a secure manner that protects individuals' privacy and prevents against unauthorized access to, and use of, program data;
- O. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- P. Protect data transported within its entity or to external parties consistent with the constraints and requirements listed herein;
- Q. Protect data transmitted electronically within its entity or to external parties (when not using DSHS data reporting systems) consistent with the constraints and requirements listed herein;
- R. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed;
- S. Agree to publish, implement, and make available policies on data security and people's privacy, and train staff regularly regarding those requirements (Grantee and any subcontractors must maintain records documenting such training);
- T. Require each individual member of Grantee's staff, subcontractors' staff, and all volunteers, to sign an agreement pledging to abide by applicable policies and procedures pertaining to data security and people's privacy. Grantee and any subcontractors will maintain these written agreements and make them available upon request to DSHS in a timely manner;
- U. Abide by rules of conduct/data security guidelines provided by DSHS to safeguard

- the program reporting data;
- V. Develop a personnel sanction policy to hold Grantee staff, subcontractor staff, and all volunteers responsible for any violations of these policies. If Grantee uses subgrantees, Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract, including all provisions related to confidentiality;
 - W. Agree to make staff available for training on the use of program reporting systems and data security;
 - X. Comply with DSHS efforts to maintain lists of staff under this Contract authorized to use the program reporting systems;
 - Y. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach;
 - Z. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits; and
 - AA. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee and any subcontractors shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee and any subcontractors perform quality services and meet performance standards.

VI. PROGRAM MONITORING AND PROGRESS REPORTS

Grantee will:

- A. The Grantee (and each subcontractor or volunteer, if applicable) shall cooperate with direct monitoring by DSHS. Monitoring will be conducted via site visits using DSHS monitoring tools and may be announced or unannounced. This monitoring may consist of the review of records (including the records of people who received services) and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable);
- B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include: a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed in Section III: Performance Measures above and a detailed response to all items listed in the report;
- C. Provide the required reports to hivstdreport.tech@dshs.texas.gov with copies to the designated DSHS HIV/STD Program Consultants and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates: March 1, 2021, and October 1, 2021;
- D. The Grantee shall provide to the DSHS Program Consultant and appropriate

Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns, all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable);

- E. The Grantee shall maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subcontractor staff as needed;
- F. The Grantee and any relevant subcontractor(s) or volunteer(s) shall cooperate with DSHS policies for addressing all concerns or problems identified during the Contract period;
- G. If Grantee or subcontractor performance is deficient, DSHS will notify the Grantee in writing. The Program Consultant will work with the Grantee to identify the corrective action required by the Grantee to address the deficiency. The Program Consultant will deliver, or coordinate the delivery of, additional technical assistance to support the Grantee in taking the corrective action. If the corrective action is successful in resolving the problem, DSHS will notify the Grantee in writing that resolution has been achieved. If the corrective action is unsuccessful in resolving the problem, DSHS has all the following options:
 - 1. Revise deliverables (e.g., requiring Grantees to report with increased frequency);
 - 2. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;
 - 3. Progressively reduce the total funds in response to repeated failures to comply with requirements;
 - 4. Suspend payment on the Contract pending correction of the deficiency by the Grantee; or
 - 5. Terminate the Contract.

VII. QUALITY ASSURANCE ACTIVITIES

Grantees that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Grantee is expected to adequately monitor the implementation of interventions and other funded activities under this Contract, the efficient and effective use of resources by the subcontractor(s), and the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Contract, and to ensure that subcontractors are properly collecting and reporting data. DSHS staff may also monitor the subcontractor's activities and conduct periodic site visits, with notification to the Grantee.

Grantee and any subcontractors will:

- A. Ensure that activities performed under this Contract are of high quality and consistent with all the requirements of this Contract, to meet DSHS performance expectations;

- B. Implement an orientation plan for new staff (i.e., new hires involved in activities funded under this Contract), which may be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Contract;
- C. Solicit feedback from people served by this Contract and create a summary of the feedback for each intervention at least once during the term of this Contract. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period. All related documentation must be available for review during DSHS site visits;
- D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting;
- E. Follow DSHS quality assurance requirements for all activities related to this funding. Refer to Section I: General Requirements above for links to relevant documents;
- F. Perform the Quality Monitoring activities for all staff members performing direct services to ensure compliance. Refer to Section I: General Requirements above for links to relevant documents; and
- G. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subcontractors. DSHS may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

VIII. TRAINING REQUIREMENTS

Grantee and any subcontractors will:

- A. Authorize and require staff to attend training, conferences, and meetings as directed by DSHS;
- B. Appropriately budget funds in order to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <https://www.dshs.texas.gov/hivstd/training/> and/or as otherwise specified by DSHS. Grantee and any subgrantees shall document that these training requirements are met; and
- C. Ensure that staff hired are trained within three (3) months of employment.

IX. FUNDS MANAGEMENT, INVOICING, AND PAYMENTS

Grantee will:

- A. Request payments monthly using the State of Texas Purchase Voucher (Form B-13), located at <http://www.dshs.texas.gov/grants/forms.shtm>, the Voucher Support Form and acceptable supporting documentation for reimbursement of the required services/deliverables. Grantee is required to identify expenditures by budget category and funding code. Voucher and any supporting documentation must be emailed to the address below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov;

- B. Be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract;
- C. Conduct periodic examinations of utilization and expenditure data;
- D. Agree to read the DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract (<http://www.dshs.texas.gov/contracts/cfpm.shtm>);
- E. Not use funds to make payments directly to people seeking services OR use funds to purchase or majorly improve any building or other facility; and
- F. Bill according to the activities and amounts defined in the Allocation by Code document, located at <http://www.dshs.texas.gov/hivstd/funding/default.shtm>.

If expenditures are below that projected in Grantee's total Contract amount as approved for this 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.

DSHS Program will monitor Grantee's expenditures on a quarterly basis.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.

**ATTACHMENT B
BUDGET
Contract No. HHS000897700003**

PERSONNEL	\$584,952.00
FRINGE BENEFITS	\$207,684.00
TRAVEL	\$1,725.00
EQUIPMENT	\$0.00
SUPPLIES	\$196,805.00
CONTRACTUAL	\$975,695.00
OTHER	\$157,566.00
TOTAL DIRECT CHARGES	\$2,124,427.00
INDIRECT CHARGES	\$0.00
TOTAL	\$2,124,427.00

HHSC Uniform Terms and Conditions Version 2.16
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TEXAS

Health and Human Services

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

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 disbursement 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 accordance 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 DELINQUENCIES

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:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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.	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	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- 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:

i. **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.

ii. **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 NEGLIGENCE 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);
 - vi. 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 C-1

HHSC Ending the HIV Epidemic Supplemental and Special Conditions

Supplemental Conditions

The following Supplemental Conditions apply to this Contract and modify Attachment C (the “HHSC Uniform Terms and Conditions – Grants 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 9.02 of the Uniform Terms and Conditions. For the avoidance of doubt, however, nothing in this section deletes or modifies any terms in the Data Use Agreement (DUA) requiring the Grantee to commercially insure or self-insure against the risks covered by the DUA.

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 after entering into the Contract. Nothing in this Contract is intended to benefit any third-party beneficiary.

Special Conditions

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grants (Version 2.16).

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.

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 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 1.07 Telemedicine/Telepsychiatry Medical Services

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by

Section 1.08 Services and Information for Persons with Limited English Proficiency

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 1.09 Third Party Payers

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Aid individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third-party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third-party payor reflecting attempts to obtain reimbursement;
- f. Bill all third-party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- g. Provide third party billing functions at no cost to the client.

Section 1.10 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency

Virus/Acquired Immunodeficiency Syndrome (“**HIV/AIDS**”), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health and Safety Code §§ 85.112-114.

Section 1.11 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 1.12 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract 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 license action; and
- d. License or case reference number.

Section 1.13 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:

Continue provision of services in response to a disaster declared by the governor; or 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 1.14 Electronic and Information Resources Accessibility and Security Standards

- a. Applicability:

The following Electronic and Information Resources (“**EIR**”) requirements apply to the

Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access, or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the

Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

- i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
 3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
 4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

Section 1.15 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 Grantees/Providers and train all staff on reporting requirements.
- c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.SystemAgency.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 1.16 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 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, kreteks, 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.

Section 1.17 Contractor's Property Inventory Report.

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 Agency's Contractor's Property Inventory Report to the assigned DSHS Contract Manager and DSHS Contract Oversight and Support (email address: COSequip@dshs.texas.gov) by electronic mail no later than October 15 of each year. The Grantee's Property Inventory Report may be found at: <http://www.dshs.texas.gov/contracts/forms.shtm>.

HEALTH AND HUMAN SERVICES CONTRACT AFFIRMATIONS

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

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to System Agency are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that System Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor 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. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity

6. Terms and Conditions Attached to Response

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from System Agency's terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. System Agency Right to Use

Contractor agrees that System Agency has the right to use, produce, and distribute copies of and to disclose to System Agency employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as System Agency deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorists Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Technology Access

- A. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to System Agency that the technology provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- i. providing equivalent access for effective use by both visual and non-visual means;
 - ii. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - iii. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- B. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as

assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

- C. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

24. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

25. Television Equipment Recycling

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

26. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

27. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

28. Disclosure of Prior State Employment

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related

Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

- i. the nature of the previous employment with System Agency or the other agency;
- ii. the date the employment was terminated; and
- iii. the annual rate of compensation at the time of the employment was terminated.

29. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

30. Fraud, Waste, and Abuse

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

31. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

32. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

33. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

34. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

35. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either:

- i. it meets an exemption criteria under Section 2271.002; or
- ii. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Contractor refuses to make that certification,

Contractor shall state here any facts that make it exempt from the boycott certification:

36. E-Verify Program

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

37. Professional or Consulting Contract

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Former Agency Employees

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

39. Disclosure of Prior State Employment

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - i. Name of individual(s) (Respondent or employee(s));
 - ii. Status;
 - iii. The nature of the previous employment with HHSC or the other State of Texas agency;

- iv. The date the employment was terminated and the reason for the termination; and
 - v. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

40. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- i. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

41. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the certification:

42. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material

misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

44. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

45. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

46. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

47. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

48. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Dallas County

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')

Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as')

Attach Assumed Name Certificate(s) for each County

DocuSigned by:
GANESH SHIVARAMAIYER
B1C56391AD43462...
Signature of Authorized Representative

November 10, 2020

Date Signed

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

Asst. Director, Finance, Budget & Contracts
Title of Authorized Representative

2377 N Stemmons Freeway, Suite 263

Physical Street Address

Dallas, Texas 75207

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

214-819-1865

Phone Number

Fax Number

ganesh.shivaramaiyer@dallascounty.org

Email Address

073128597

DUNS Number

75-6000905

Federal Employer Identification Number

17560009056005

Texas Payee ID No. – 11 digits

N/A

Texas Franchise Tax Number

N/A

**Texas Secretary of State Filing
Number**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: GANESH SHIVARAMA IYER B1C56391AD43462...	TITLE Asst. Director, Finance, Budget & Contracts
APPLICANT ORGANIZATION Dallas County Health and Human Services	DATE SUBMITTED November 10, 2020