

**SIGNATURE DOCUMENT FOR  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-16-0508-00001  
UNDER THE  
HIV/HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS GRANT PROGRAM**

**I. PURPOSE**

The Department of State Health Services (“System Agency”) and 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 HIV/Housing Opportunities for People with AIDS Grant Program (the "Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 or 1001 and Texas Government Code Chapters 537, 791, or 2155.

**II. DURATION**

The Contract is effective on February 1, 2017, and terminates on January 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

**III. BUDGET**

The total amount of this Contract will not exceed **EIGHTY-FOUR THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS (\$84,526.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

**IV. 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  
Attention: Lisa Hernandez  
1100 W. 49th Street, MC 1911  
Austin, TX 78756

**Grantee**

Dallas County Health and Human Services  
Attention: Zachary Thompson  
2377 N. Stemmons Freeway  
Dallas, Texas 75207

**V. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**System Agency**

Department of State Health Services  
Attention: Lisa Hernandez  
1100 W. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756

**Grantee**

Dallas County Health and Human Services  
Attention: Zachary Thompson  
2377 N. Stemmons Freeway  
Dallas, Texas 75207

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

**VI. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): TX-H-15-F999  
Federal Award Date: August 3, 2016  
Name of Federal Awarding Agency: Housing and Urban Development  
CFDA Name and Number: 14.241 Housing Opportunities for Persons with AIDS  
Awarding Official Contact Information: Shirley J. Henley  
DUNS: 070487020

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. 537-16-0508-00001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**GRANTEE**

DocuSigned by:  
*Janna Zumbun*

14303D85CC75416...

Janna Zumbun, M.S.S.W.  
Associate Commissioner  
Disease Control and Prevention

Date of execution: 2/3/2017

DocuSigned by:  
*Zachary Thompson*

97B831EF791E495...

Name: Zachary Thompson

Title: Director

Date of execution: 2/3/2017

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT No. 537-16-0508-00001 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F - FFATA**
- ATTACHMENT G - NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

**ATTACHMENTS FOLLOW**

## ATTACHMENT A STATEMENT OF WORK

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Administer the Housing Opportunities for Persons with AIDS (HOPWA) program to meet the housing needs of low income persons living with HIV (PLWH) and their households within the State of Texas.
- B. Provide stable, accessible housing that will help facilitate clients' entry into, or continuation of, primary medical care and other support services.
- C. Enter into binding, enforceable agreements with project sponsors to offer and be reimbursed for the following services, as defined under 24 CFR Part 574, Subpart D – Uses of Grant Funds:
  - 1. Tenant-based rental assistance (TBRA) services (including assistance for shared housing arrangements);
  - 2. Short-term rent, mortgage, and utility assistance (STRMU) services consisting of no more than twenty-one (21) weeks in any fifty-two (52) week period of STRMU;
  - 3. Permanent Housing Placement (PHP) services (e.g., assistance for reasonable security deposits, not to exceed the amount equal to two (2) months of rent; costs related to application fees and credit checks; deposits must be designated to be returned to the project sponsor); and
  - 4. Supportive Services (Case Management and basic telephone service may be used to assist all income eligible, HIV-positive individuals; smoke detectors may only be provided to clients with a mortgage).
- D. Agree to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract located at <http://www.dshs.sate.tx.us/contracts/cfpm.shtm>.
- E. Comply with applicable state and federal policies, DSHS program manuals, DSHS policy manuals, standards, and guidelines, including, but not limited to (as revised):
  - 1. DSHS Standards for Public Health Clinic Services, located at <http://www.dshs.state.tx.us/qmb/dshsstdnrds4clinciservs.pdf>;
  - 2. DSHS HIV Assurances, [http://www.dshs.state.tx.us/hivstd/funding/docs/HIV\\_Contractor\\_Assurances.pdf](http://www.dshs.state.tx.us/hivstd/funding/docs/HIV_Contractor_Assurances.pdf);
  - 3. DSHS HOPWA Program Manual, DSHS HOPWA Determining Household Annual Gross Income Guide, and DSHS HOPWA Determining Household Annual Adjusted Income Guide located at <https://www.dshs.texas.gov/hivstd/hopwa/>

## ATTACHMENT A STATEMENT OF WORK

4. DSHS HIV/STD policy located at <http://www.dshs.state.tx.us/hivstd/policy/policies/220-001.shtm>
5. Ryan White Part B Contract Guidance, issued December 14, 2011, posted at <http://www.dshs.state.tx.us/hivstd/funding/default.shtm>
6. Ensure that all eligible clients receiving TBRA apply for the Housing Choice Voucher Program (Section 8), affordable housing programs, renew their applications every ninety (90) days, or as required by the local Housing Choice Voucher Program (as the term is defined at <http://www.hud.gov/offices/pih/programs/hcv/index.cfm>), and other affordable housing programs to determine eligibility.
7. Chapters 81 and 85 of the Texas Health and Safety Code
8. Title VIII, Subtitle D of Cranston-Gonzales National Affordable Housing Act (NAHA) 42 USC §12901-12912, as amended;
9. 24 Code of Federal Regulations (CFR), Housing and Urban Development, Parts 50 and 574;
10. Fair Housing Act, 42 USC §§3601-3619, and implementing regulations at 24 CFR Part 100;
11. Equal Opportunity in Housing, Executive Order 11063, November 24, 1962, and implementing regulations at 24 CFR Part 107;
12. The Civil Rights Act of 1964, 42 USC §2000d (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
13. Age Discrimination Act of 1975, 42 USC §§6101-6107, and implementing regulations at 24 CFR Part 146;
14. The Rehabilitation Act of 1973, 29 USC §794, and implementing regulations at 24 CFR Part 8;
15. The Housing and Urban Development Act of 1968, 12 USC §1701(u);
16. The Drug-Free Workplace Act of 1988, 41 USC §§701, 701 note, and 702-707, and HUD's implementing regulations at 2 CFR Part 2429;
17. 24 CFR Part 574.300(c) (Equal participation of faith-based organizations);
18. Employment Opportunities for Lower Income Persons in Connection with Assisted Projects, Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701(u) section 3;
19. Federal Executive Order 11625: Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise, October 13, 1971 at <http://www.archives.gov/federal-register/codification/executive-order/11625.html>;
20. Federal Executive Order 12138: Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise, May 18, 1979 at <http://www.archives.gov/federal-register/codification/executive-order/12138.html>; and
21. Federal Executive Order 12432: Minority Business Enterprise Development, July 14, 1983 at <http://www.archives.gov/federal-register/codification/executive-order/12432.html>;

## ATTACHMENT A STATEMENT OF WORK

22. Federal Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994 at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_op/FHLaws/EXO12892](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_op/FHLaws/EXO12892);
23. 24 CFR §5.150 – 5.168 (Affirmatively Furthering Fair Housing); and
24. 24 CFR 574.3: *Family* is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.
25. Ensure each project sponsor conducts affirmative outreach along with documentation or evidence of implementation (included in CFR-Title 24) and affirmatively furthers fair housing (see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892. This obligation has been in the Fair Housing Act since 1968).

All of the above-named documents are incorporated herein by reference and made a part of this Contract.

- F.** Ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings:
1. HOPWA Financial Management Online Training Course, located at <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>
  2. HOPWA Oversight Training Curriculum, located at <https://www.hudexchange.info/training-events/hopwa-oversight-training>
  3. HOPWA Getting to Work Training Curriculum, locate at <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
  4. HUD Lead-Based Paint Visual Assessment Training Course, located at <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>
- G.** Will designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of the Contractor. The HIPAA Privacy Officer is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.
- H.** Designate a Local Responsible Party (LRP) from its staff who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by the Contractor as part of the activities under this Contract. The LRP will:
1. Ensure appropriate policies/procedures are in place for handling confidential information, releasing of confidential TB/HIV/STD data, and the rapid response to

## ATTACHMENT A STATEMENT OF WORK

- suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedures. The Contractor may choose to adopt DSHS' policies and procedures as its own.
2. Ensure security policies are reviewed periodically for efficacy, and that the Contractor monitors evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
  3. Approve any Contractor staff requiring access to TB/HIV/STD confidential information. The LRP will grant authorization to Contractor staff who have a work-related need (i.e., work under this Contract) to view TB/HIV/STD confidential information.
  4. Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Contractor staff with access to confidential information will have signed a confidentiality agreement on file and it be updated once during the term of this Contract.
  5. Ensure all Contractor staff with access to confidential information will be trained on TB/HIV/STD security policies and procedures before access to confidential information will be granted. This training will be renewed once during the term of this Contract.
  6. Ensure all Contractor staff with access to confidential information will be trained on federal and state privacy laws and policies before access to confidential information is granted. This training will be renewed once during the term of this Contract.
  7. Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP to remain in compliance with the DSHS TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy located at <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.
  8. Ensure all required quarterly reports are submitted on time.

**I.** Will include the following in their security procedures:

1. Computers and networks will meet DSHS security standards as certified by DSHS IT staff.
2. Provide DSHS a list of personnel that has received security training and have access to secured areas.
3. Provide DSHS a list of personnel that has received security training and have access to network drives where confidential information is stored.
4. Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the notification of account termination.
5. Secure data will be transferred electronically using the Public Health Information Network.
6. A visitors log for individuals entering the secured areas that will be reviewed quarterly by the LRP.

## **ATTACHMENT A STATEMENT OF WORK**

7. TB/HIV/STD system user password changes will be verified by the LRP at least every 90 days.
  8. Portable devices that are used to store confidential data are approved by the LRP and will be encrypted.
  9. Confidential data is:
    - a. Maintained in a secure area
    - b. Locked when not in use
    - c. Not left in plain sight
    - d. Shredded before disposal
- J.** Submit a progress report due August 31, 2017 and a cumulative year-end report due February 28, 2018, utilizing a standard program reporting format, as provided by DSHS. Contractor accepts responsibility and accountability for each compliance and timely submission of documentation required in the semi-annual program report. Failure to submit a required report and/or additional information as requested by DSHS by the due date specified in the contract will constitute a breach of contract. The program reporting format may be accessed at <http://www.dshs.state.tx.us/hivstd/hopwa/default.shtm>.
- K.** Track the number of clients served and the number of units of service provided by completing all applicable HOPWA-related fields in the AIDS Regional Information and Evaluation System (ARIES). Contractor will enter HOPWA data into ARIES on a scheduled basis that corresponds to the program reporting periods specified in this Contract. Client and service information entered by Contractor into ARIES must be consistent with the information submitted by Contractor in programmatic reports and other submissions to DSHS.

### **II. PERFORMANCE MEASURES**

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

### **III. INVOICE AND PAYMENT**

- A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.



**ATTACHMENT B  
BUDGET SUMMARY**

Organization Name: Dallas County Health and Human Services Program ID: HIV/HOPWA

Contract Number: **537-16-0508-00001**

**Budget Categories**

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<b>Budget Categories</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>	<b>Category Total</b>
Personnel	\$0.00			\$0.00
Fringe Benefits	\$0.00			\$0.00
Travel	\$0.00			\$0.00
Equipment	\$0.00			\$0.00
Supplies	\$0.00			\$0.00
Contractual	\$84,526.00			\$84,526.00
Other	\$0.00			\$0.00
Total Direct Costs	\$0.00			\$0.00
Indirect Costs	\$0.00			\$0.00
<b>Totals</b>	<b>\$84,526.00</b>			<b>\$84,526.00</b>

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions -**  
**State Governmental Body**  
**Version 2.12**

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## ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

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

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

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

“Deliverables” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

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

“Federal Assurances” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

“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.

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

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

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

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

“Performing Agency” means the State Agency providing the goods or services defined in this Contract.

“Project” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Receiving Agency](#)” means the State agency receiving the benefit of the goods or services provided under this Contract.

“[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, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

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

“[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.

“[Subcontractor](#)” means an individual or business that performs part or all of the obligations of Performing Agency under this Contract.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Performing Agency.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

## **1.02 Interpretive Provisions**

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- 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 thereto, 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 shall not affect the interpretation of this Contract.
- G. All Attachments within this Contract, 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 shall 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 shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

## ARTICLE II CONSIDERATION

### 2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Texttravel*.

### 2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Performing Agency for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Performing Agency, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not

available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

### **ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

#### **3.01 Federal Assurances**

Performing Agency further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Performing Agency is in compliance with each of the requirements reflected therein.

#### **3.02 Federal Certifications**

Performing Agency further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Performing Agency is in compliance with each of the requirements reflected therein. **In addition, Performing Agency certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

### **ARTICLE IV INTELLECTUAL PROPERTY**

#### **4.01 Intellectual Property**

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Performing Agency must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Performing Agency for the services authorized under this Contract.

### **ARTICLE V RECORDS, AUDIT, AND DISCLOSURE**

#### **5.01 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency’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 Texas Attorney General's Office, 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, Performing Agency 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. Performing Agency 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.

#### **5.02 Response/compliance with audit or inspection findings**

- A. At Performing Agency's sole expense, Performing Agency must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Performing Agency must provide to HHSC upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **5.03 SAO Audit**

Performing Agency understands that 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's Office (SAO), or any successor agency, 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 SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Performing Agency agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Performing Agency and the requirement to cooperate is included in any Subcontract it awards.

#### **5.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Performing Agency to offset overpayments made to the Performing Agency. 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. Performing Agency understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.



### **5.05 Public Information and Confidentiality**

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Performing Agency shall make any information required under the Public Information Act available to the System Agency in portable document file (“.pdf”) format or any other format agreed between the Parties.

To the extent permitted by law, Performing Agency and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Performing Agency or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

### **5.06 Data Security**

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

## **ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION**

### **6.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Performing Agency to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Performing Agency found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

### **6.02 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.

**6.03 Termination for Cause**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Performing Agency 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 Performing Agency’s duties under the Contract.

**6.04 Equitable Settlement**

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE VII MISCELLANEOUS PROVISIONS**

**7.01 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. 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 shall be incorporated into the Contract by reference herein for all purposes when it is issued.

**7.02 Survivability**

All obligations and duties of the Performing Agency not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

**7.03 No Waiver**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

**7.04 Standard Terms and Conditions**

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Performing Agency hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Performing Agency 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/or 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.

- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**
- F. 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.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Performing Agency.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are 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 such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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**ATTACHMENT D**  
**SUPPLEMENTAL & SPECIAL CONDITIONS**

**SUPPLEMENTAL CONDITIONS**

There are no supplemental condition for this contract that modify the HHS Uniform Terms and Conditions.

**SPECIAL CONDITIONS**

**Section 1.01 Notice of Legal Matter or Litigation.**

Grantee shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

**Section 1.02 Notice of a Contract Action.**

Grantee shall notify their assigned contract manager assigned to the contract 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 1.03 Notice of Bankruptcy.**

Grantee shall notify in writing their assigned contract manager assigned of its plan to seek bankruptcy protection within five days of such action by Grantee.

**Section 1.04 Notice of Criminal Activity and Disciplinary Actions.**

- a. Grantee shall immediately report in writing their contract manager when the Grantee has knowledge or reason to believe any that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has engaged in any activity that:
  1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
  2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
  3. Has 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 DSHS.

**Section 1.05 Grantee's Notification of Change of Contact Person or Key Personnel.**

Within ten days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Grantee's Contact Person or Key Personnel.

**Section 1.06 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

**ATTACHMENT D**  
**SUPPLEMENTAL & SPECIAL CONDITIONS**

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 1.07 HIV/AIDS Model Workplace Guidelines.**

Grantee shall implement Department'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 & Safety Code §§ 85.112-114.

**Section 1.08 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 DSHS 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 particular 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.**

For purposes of this Section:

**"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

**ATTACHMENT D**  
**SUPPLEMENTAL & SPECIAL CONDITIONS**

Information Resources, DSHS 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. DSHS 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 DSHS 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 DSHS 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 DSHS 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 DSHS, 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 DSHS 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 DSHS 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 DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of

**ATTACHMENT D**  
**SUPPLEMENTAL & SPECIAL CONDITIONS**

any other remedies to which DSHS may be entitled under this Contract and other applicable law.



**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.

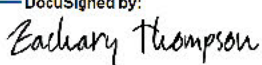
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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		TITLE	
DocuSigned by:  97B831EF791E495...		Director	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Dallas County Health and Human Services		2/3/2017	

**DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

- a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
  1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
  2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
  3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
  4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
  5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
  6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
  7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
  8. Tex. Labor Code Chapter 21;
  9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
  10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
  11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
  12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
  13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
  14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law 113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
- c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
- e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
- f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
- h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
- i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- l. Environmental standards pursuant to the following:
  1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"

**DSHS NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
  3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
  4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
  5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
  6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
  7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
  8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
  9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
  10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and
- m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
  - n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part 1200 et seq.;
  - o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§ 4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
  - p. Davis-Bacon Act, 40 USC §§ 3141-3148;
  - q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
  - r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
  - s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
  - t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
  - u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
  - v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
  - w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.