

SYSTEM AGENCY SOLICITATION NO. HHS0003800

SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES
CONTRACT No. HHS00038000031

UNDER THE
RESIDENTIAL AND NON-RESIDENTIAL FAMILY VIOLENCE SERVICES GRANT PROGRAM

I. PURPOSE

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”), an agency within the executive branch of the state of Texas, for and on behalf of its Health, Developmental, and Independence Services Division, and Abigail's Arms Cooke County Family Crisis Center (“**Grantee**”), each a “**Party**” and collectively the “**Parties**”, enter into the following grant contract to provide funding for Residential and Non-Residential Family Violence Services (the “**Contract**”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of *Texas Government Code* Chapter 531, *Texas Human Resources Code* Chapter 51, and 45 *Code of Federal Regulations* Part 1370.

III. SERVICES TO BE PROVIDED

Grantee shall perform or cause to be performed Residential and Non-Residential Family Violence Services in accordance with the Statement of work and Payment for Services, attached hereto and incorporated herein as **Attachments A and B**, respectively.

IV. DURATION

The Contract is effective on September 1, 2019 and terminates on August 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Contract may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed six years, subject to the terms and conditions mutually agreeable to the Parties. At the sole option of HHSC, the Contract may also be extended beyond all exercised renewal periods as necessary to complete the mission of the program, ensure continuity of service, or as otherwise determined by HHSC to serve the best interest of the state, subject to the terms and conditions mutually agreeable to the Parties.

V. BUDGET

The total amount of this Contract will not exceed \$269,440.00, which is allocated in the amount of \$134,720.00 per fiscal year. All expenditures under the Contract will be in accordance with **Attachment B, Payment for Services Provided and Reporting Requirements**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as ATTACHMENT K and revise ATTACHMENT B when the Indirect Cost Rate Letter is issued.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement

SYSTEM AGENCY SOLICITATION NO. HHS0003800

Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised ATTACHMENT K and amended ATTACHMENT B.

VI. CONTRACT REPRESENTATIVES

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

HHSC

Teri Mendez, CTCM
909 W 45th, Street, MC 2010
Austin, TX 78751
512-206-4647
Teri.Mendez@hhsc.state.tx.us

Grantee

Abigail's Arms Cooke County Family Crisis
Center
PO Box 1221
Gainesville, TX 76241
[REDACTED]
kcook@abigailsarms.org

Either Party may change its designated contract Representative by providing written notice to the other Party.

VII. 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

Health and Human Service Commission
Attn: Office of Chief Counsel
4900 North Lamar Boulevard
Austin, Texas 78751

Grantee

Abigail's Arms Cooke County Family Crisis
Center
Attn: Kim Cook
PO Box 1221
Gainesville, TX 76241

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

VIII. ADDITIONAL GRANT INFORMATION

Federal Grant Document Number (GDN): **1802TXFVPS**

Catalog of Federal Domestic Assistance (CFDA) Name and Number:

- **93.671, Family Violence Prevention and Services Act Formula Grants for States and Native American Tribes (including Alaska Native Villages) and Tribal Organizations**

Federal Award Date: **10/01/2017 thru 09/30/2019**

Name of Federal Awarding Agency: **Administration for Children and Families**

Awarding Official Contract Information: **Rebecca Odor, (202) 205-7746
330 C Street SW
Washington, DC 20201**

SYSTEM AGENCY SOLICITATION NO. HHS0003800

IX. REPORTING REQUIREMENTS

Grantee shall satisfy all reporting requirements as set forth within **Sections III-VI of Attachment B, Payment for Services Provided and Reporting Requirements.**

X. DATA SECURITY AGREEMENT

In order to ensure the safety of adult, youth and child victims of family violence, domestic violence, or dating violence, and their families by protecting the confidential and private information, data, or digital data of such victims and their families, Grantee shall comply with the following laws and regulations:

- 42 USC Chapter 110: Family Violence Prevention and Services
- 45 CFR Part 1370 Family Violence Prevention and Services Programs
- Texas Human Resources Code Chapter 51 Family Violence Centers
- Texas Family Code Chapter 93 Confidential and Privileged Communications
- Texas Administrative Code Chapter 379 Family Violence Program, and
- Health Insurance Portability and Accountability Act (HIPAA) of 1996, if Grantee collects and/or shares client protected health information
- And all other state and federal laws and rules that may be applicable for the protection of client data

Grantee shall not report any personally identifiable data to HHSC, FVP for the purpose of program reporting requirements through the HHSC FVNet file transfer portal. All data shall be de-identified. Grantee shall only transmit data to the HHSC FVNet and shall not be able to access or extract any data from the portal. By being granted access to the HHSC Enterprise Portal and FVNet, Grantee agrees to comply with the HSHC Acceptable Use Policy (AUP) and Acceptable Use Agreement (AUA). Grantee is required to notify the HHSC Family Violence Program and to terminate FVNet access within forty-eight (48) hours if an employee is separated from the Grantee's organization or no longer authorized to access the HHSC Enterprise Portal and FVNet

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
HHSC CONTRACT NO. HHS000380000031**

**Health and Human Services
Commission**

By: 
DocuSigned by:
76A111A02040457...

Kelly Garcia

Deputy Executive Commissioner

Date of Execution: August 21, 2019

**Abigail's Arms Cooke County Family Crisis
Center**

By: 
DocuSigned by:
3DEDD8838FA6467...

Name: Leslie Nichols

Title: Board President

Date of Execution: August 20, 2019

The following Attachments to this Contract are hereby incorporated by reference:

- Attachment A – Statement of Work**
- Attachment B – Payment for Services Provided and Reporting Requirements**
- Attachment C – Texas HHS Uniform Terms and Conditions - Grantee (v 2.16)**
- Attachment D – Texas HHS FVP Special Conditions (v. 1.2)**
- Attachment E – Contract Affirmations (v 1.3)**
- Attachment F – Federal Assurances**
- Attachment G- Certification Regarding Lobbying Form**
- Attachment H – Federal Funding Accountability and Transparency Act (FFATA)**
- Attachment I – Budget Workbooks**
- Attachment J – Respondent’s Application**

ATTACHMENTS FOLLOW