

**SIGNATURE DOCUMENT FOR  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0083-00001  
UNDER THE  
IMMUNIZATION/LOCALS GRANT PROGRAM**

**I. PURPOSE**

The Department of State Health Services (“System Agency”), a pass-through entity, and Hidalgo County (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for immunization services (the “Contract”).

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of 42 USC 247b; 42 USC 243; 42 USC 300aa-3, 300aa-25, and 300aa-26; 42 USC 1396s; Texas Government Code Chapter 791; and Texas Health and Safety Code Chapter 161.

**II. DURATION**

The Contract is effective on September 1, 2017 and terminates on August 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 **SIX HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS (\$674,320.00)**. The System Agency will act as a pass-through entity for up to **THREE HUNDRED THIRTEEN THOUSAND NINE HUNDRED FOUR DOLLARS (\$313,904.00)**. The remainder of the Contract funds, up to **THREE HUNDRED SIXTY THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$360,416.00)**, will be from state funds. 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  
1100 West 49<sup>th</sup> Street  
Austin, Texas 78756  
Attention: Tray Kirkpatrick  
[Tray.kirkpatrick@dshs.state.tx.us](mailto:Tray.kirkpatrick@dshs.state.tx.us)

**Grantee**

Hidalgo County  
1304 S. 25<sup>th</sup> Avenue  
Edinburg, Texas 78542-7205  
Attention: County Judge Ramon Garcia  
[ramon.garcia@co.hidalgo.tx.us](mailto:ramon.garcia@co.hidalgo.tx.us)

**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**

Hidalgo County  
1304 S. 25<sup>th</sup> Avenue  
Edinburg, Texas 78542-7205  
Attention: County Judge Ramon Garcia  
[ramon.garcia@co.hidalgo.tx.us](mailto:ramon.garcia@co.hidalgo.tx.us)

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): H23IP000773  
Federal Award Date: 9/08/2016  
Name of Federal Awarding Agency: Centers for Disease Control and Prevention  
CFDA Name and Number: Immunization and Vaccines for Children Program 93.268  
Awarding Official Contact Information: SeQuoyah Hill, Office: (770) 488-8350; email:  
[kwj3@cdc.gov](mailto:kwj3@cdc.gov)  
DUNS: 103110834

**SIGNATURE PAGE FOLLOWS**

**System Agency Contract No. 537-18-0083-00001**

**Page 2 of 3**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0083-00001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**GRANTEE**

\_\_\_\_\_

\_\_\_\_\_

Name: Janna Zumbrun

Name: \_\_\_\_\_

Title: Associate Commissioner

Title: \_\_\_\_\_

Disease Control and Prevention

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0083-00001  
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 A STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A.** Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.
  
- B.** Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety (ASN) Programs by the effective date of this Program Attachment. This includes a signed *Deputization Addendum Form (E6-102)* and adherence to the TVFC Operations Manual and associated TVFC policy guidelines provided by the DSHS Immunization Unit (located at [http://www.dshs.state.tx.us/immunize/tvfc/tvfc\\_manual.shtm](http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)).
  
- C.** Comply with written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster. Contractor will comply with all requirements laid out in the final, approved Work Plan (Exhibit A).
  - 1. Contractor will use the current vaccine management system as described in the *TVFC Operations Manual*.
  - 2. Contractor will notify ASN and TVFC providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
  - 3. Contractor will plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).
  
- D.** Report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.
  
- E.** Report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).
  
- F.** Inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments* (located at [http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985\\_FY2018\\_ContractorsGuide.pdf](http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2018_ContractorsGuide.pdf)).

## **ATTACHMENT A STATEMENT OF WORK**

- G.** Conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.
- H.** Work to promote a health care workforce within the Local Health Department's (LHDs) service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.
- I.** Not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.
- J.** Comply with all applicable federal and state regulations and statutes, including but not limited to:
  - 1. Human Resources Code §42.043, VTCA;
  - 2. Education Code §§38.001-38.002, VTCA;
  - 3. Health and Safety Code §§12.032, 81.023, and 161.001-161.009, VTCA;
  - 4. TAC Title 25, Chapter 97;
  - 5. TAC Title 25, Chapter 96;
  - 6. TAC Title 25, Chapter 100;
  - 7. 42 USC §§247b and 300 aa-25;
  - 8. Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.
- K.** Comply with current applicable state and federal standards, policies and guidelines, including but not limited to *DSHS's Standards for Public Health Clinic Services*, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).
- L.** Be responsible for identification and case management of all surface antigen (HBsAg)-positive pregnant women. Contractor shall ensure timely newborn post exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).
- M.** Be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by the ImmTrac Group at DSHS. Lists are distributed through ImmTrac at the start of each quarterly reporting period (September 01, 2017; December 01, 2017; March 01, 2018; and June 01, 2018).
- N.** Be responsible for conducting outreach to 17-year-olds included on the lists distributed to the Contractor by the ImmTrac Group at DSHS to explain the lifetime registry and obtain their consent to remain in ImmTrac as an adult. Lists are distributed on October 1, 2017; December 1, 2017; February 1, 2018; April 1, 2018; June 1, 2018; and August

## **ATTACHMENT A STATEMENT OF WORK**

1, 2018.

- O.** Be responsible for conducting outreach to new ImmTrac providers who have logged into ImmTrac within 30 days of registering. Lists of these providers are distributed at the beginning of each month.
- P.** Be responsible for conducting outreach to existing ImmTrac providers that have not logged in into ImmTrac in the last 90 days. Lists are distributed on September 1, 2017; November 1, 2017; January 1, 2018; March 1, 2018; May 1, 2018; and July 1, 2018.
- Q.** Receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.
- R.** Facilitate and host coalition meetings in its local jurisdiction to promote the awareness of the importance of immunizations and to develop strategies and methods for increasing vaccination coverage.
- S.** Appoint an immunization coalition coordinator and facilitator to lead coalition collaboration building within its local jurisdiction.
- T.** Engage and recruit community groups and immunization stakeholders in a collaboration to increase community vaccination coverage levels. When a new partner is recruited into the coalition, the contract shall establish a letter of agreement, memorandum of understanding, or other documentation to confirm the partner's intent to participate in the coalition. The letter of agreement, memorandum of understanding, or other documentation shall include provisions defining the coalition and its goals.
- U.** Develop and maintain a planning group with the goal of establishing a sustainable mechanism for the coalition at the local level.
- V.** Develop, lead, direct, and host no less than one meeting per quarter with immunization stakeholders and community partners within the contractor's local jurisdiction during the contract term.
- W.** Attend all Texas Immunization Stakeholder Working Group meetings held throughout the contract term.
- X.** Attend and participate in required coalition development and capacity building trainings sponsored by DSHS.
- Y.** Review monthly contract funding expenditures and salary savings from any contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2018.

## **ATTACHMENT A STATEMENT OF WORK**

- Z.** Send at least one representative to Immunization Unit mandatory meetings held in Austin, including the 1) Immunization Unit local health department held in the fall of every year and the 2) TVFC Annual Training held in January/February of every year. Additional mandatory meetings may be required during the contract term.
  
- AA.** Submit out of state travel requests to the Immunization Unit for approval when utilizing contract funds or program income.
  
- BB.** Agrees DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor'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.
  
- CC.** Investigate and document, in accordance with *DSHS Emerging and Acute Infectious Disease Investigation Guidelines* (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and *NBS Data Entry Guidelines*, at least 90% of confirmed or probable reportable vaccine-preventable disease cases within thirty (30) days of initial report to public health.
  
- DD.** Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
  
- EE.** Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste. Contractor is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.
  
- FF.** Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
  
- GG.** Contact 3% or 250 children (whichever is more) per each Full Time Equivalent (FTE) contract employee position, who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.
  
- HH.** Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Outreach and education activities must focus on the immunization registry and the option for an individual who is 18 years of age or older to consent to having their immunization records stored within the immunization registry. Additional

## **ATTACHMENT A STATEMENT OF WORK**

outreach and educational activities may focus on high schools, colleges, and universities.

- II.** Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
  
- JJ.** Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.
  
- KK.** Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature recording forms for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels. Review and approval for vaccines orders (when applicable) must be documented in the Electronic Vaccine Inventory (EVI) system.
  
- LL.** Complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual*, as assigned by the DSHS Immunization Unit.
  
- MM.** Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
  
- NN.** Report number of doses administered to underinsured children monthly, as directed by DSHS.
  
- OO.** Report the number of unduplicated underinsured clients served, as directed by DSHS.
  
- PP.** Utilize the Assessment, Feedback, Incentives, and eXchange (AFIX) on-line tool and methodology to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCASA), as specified by DSHS.
  
- QQ.** Utilize the Centers for Disease Control and Prevention (CDC) Provider Education, Assessment, and Reporting (PEAR) system and directly enter data into PEAR to document TVFC compliance site-visits for all sub-contracted entities and non-local health department clinics. The Contractor shall submit the final assessment results in the PEAR system within twenty-four (24) hours of conducting the visit.
  
- RR.** Utilize the CDC PEAR system and directly enter data into PEAR to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. The Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within twenty-four (24) hours of conducting the visit.

## ATTACHMENT A STATEMENT OF WORK

- SS.** Report on the identified immunization stakeholders and community partners showing a commitment to collaborate with the contractor to increase vaccination coverage rates.
- TT.** Provide signed letters of agreements and other documentation of commitment.
- UU.** Receive technical assistance, including specialized training and support, provided by DSHS.
- VV.** Participate in one on-site technical assistance visit to be scheduled during the contract period.
- WW.** Participate in monthly calls to provide updates on coalition collaboration activities and receive updated information from DSHS.
- XX.** Required to complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Unit and available at <http://www.dshs.state.tx.us/immunize/providers.shtm>, by the report due date.

| <i><b>Report Type</b></i> | <i><b>Reporting Period</b></i> | <i><b>Report Due Date</b></i> |
|---------------------------|--------------------------------|-------------------------------|
| Programmatic              | 09/1/2017 to 11/30/2017        | 12/29/2017                    |
| Programmatic              | 12/1/2017 to 02/28/2018        | 4/01/2018                     |
| Programmatic              | 03/1/2018 to 05/30/2018        | 7/01/2018                     |
| Programmatic              | 06/1/2018 to 08/31/2018        | 10/01/2018                    |

submit reports electronically to [dshsimmunizationcontracts@dshs.state.tx.us](mailto:dshsimmunizationcontracts@dshs.state.tx.us) according to the time frames stated above.

### **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 payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. 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

## **ATTACHMENT A STATEMENT OF WORK**

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: Hidalgo County

Program ID: IMM/LOCALS

Contract Number: **537-18-0083-00001**

**Budget Categories**

| <b>Budget Categories</b> | <b>DSHS Funds Requested</b> | <b>Cash Match</b> | <b>In Kind Match Contribution</b> | <b>Category Total</b> |
|--------------------------|-----------------------------|-------------------|-----------------------------------|-----------------------|
| Personnel                | \$468,504.00                |                   |                                   | \$468,504.00          |
| Fringe Benefits          | \$180,655.00                |                   |                                   | \$180,655.00          |
| Travel                   | \$0.00                      |                   |                                   | \$0.00                |
| Equipment                | \$0.00                      |                   |                                   | \$0.00                |
| Supplies                 | \$161.00                    |                   |                                   | \$161.00              |
| Contractual              | \$0.00                      |                   |                                   | \$0.00                |
| Other                    | \$25,000.00                 |                   |                                   | \$25,000.00           |
| Total Direct Costs       | \$674,320.00                |                   |                                   | \$674,320.00          |
| Indirect Costs           | \$0.00                      |                   |                                   | \$0.00                |
| <b>Totals</b>            | \$674,320.00                |                   | \$0.00                            | \$674,320.00          |

HHSC Uniform Terms and Conditions Version 2.13  
Published and Effective: July 15, 2016  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.13**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 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 hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document 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, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[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.

“[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, if any.

“[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](#)” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“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.

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

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

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“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.

“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.

## **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 do 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 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**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. 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;
- b. 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
- c. 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 and at the sole discretion of the System Agency.

Grantees 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.

### **2.02 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 in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term 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.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

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

### **2.07 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.

### **2.08 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 the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term 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 it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

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. Grantee 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 will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

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

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. 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 will 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

### 4.01 Allowable Costs.

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. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). 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-

| Applicable Entity  | Applicable Cost Principles  | Audit Requirements                 | Administrative Requirements |
|--|---|------------------------------------|-----------------------------|
| State, Local and Tribal Governments  | 2 CFR, Part 225   | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS     |
| Educational Institutions   | 2 CFR, Part 220   | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS     |
| Non-Profit Organizations   | 2 CFR, Part 230   | 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 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     |

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.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of 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 the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. 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. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee 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 Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee 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 Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

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

### **7.01 Books and Records**

Grantee will 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 will 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.

## **7.02 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 will 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 will 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 will 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, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

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

- a. Grantee must act to ensure its and its Subcontractor's 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 goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will 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.

## **7.04 SAO Audit**

Grantee 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. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

## **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

## **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

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

## **8.01 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 Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- 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, or rule.

## **8.02 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.

## **8.03 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:

### **a. Material Breach**

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 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.

### **b. 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.

#### **8.04 Equitable Settlement**

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

### **ARTICLE IX MISCELLANEOUS PROVISIONS**

#### **9.01 Amendment**

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

#### **9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will 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 will 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 will 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.

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.

#### **9.03 Legal Obligations**

Grantee will 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 will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

#### **9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will 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 will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

### **9.06 Assignments**

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.

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.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 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 will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will 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 will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee 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.

### **9.10 Severability**

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

### **9.11 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

### **9.12 Force Majeure**

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 will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **9.13 No Waiver of Provisions**

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

### **9.14 Publicity**

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.

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.

### **9.15 Prohibition on Non-compete Restrictions**

Grantee will 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.

### **9.16 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

### **9.17 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 by the System Agency.

### **9.18 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.

### **9.19 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.20 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.21 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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.

- b. 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.
- c. 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://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)

- d. 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.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. 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. 51<sup>st</sup> 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.

## SUPPLEMENTAL CONDITIONS

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

## SPECIAL CONDITIONS

### SECTION 1.01 NOTICE OF CONTRACT ACTION

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

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

### SECTION 1.02 NOTICE OF BANKRUPTCY

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

### SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
  1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
  2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

**SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

**SECTION 1.06 EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES**

Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility.

**SECTION 1.07 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 1.08 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 1.09 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 electronic means under 25 Texas Administrative Code Rule § 448.911.

#### **SECTION 1.10 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 1.11 THIRD PARTY PAYORS**

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. Provide assistance to 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 1.12 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 & Safety Code §§ 85.112-114.

**SECTION 1.13 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 1.14 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 1.15 INTERIM EXTENSION AMENDMENT**

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
  1. Continue provision of services in response to a disaster declared by the governor; or
  2. To ensure that services are provided to clients without interruption.

- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

**SECTION 1.16 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 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:

**"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.

**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<br> | TITLE<br>          |
| APPLICANT ORGANIZATION<br>                      | DATE SUBMITTED<br> |



## Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

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

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

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

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

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

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

**Provide compensation information here:**

## Certificate Of Completion

|  |  |
|--|--|
| Envelope Id: E7219E59DB494D07AC668C1EF42BA5F3                                | Status: Sent   |
| Subject: \$674,320.00; DSHS Contract No. 537-18-0083-00001;HIDALGO;IMM LOCAL |  |
| Source Envelope:   |  |
| Document Pages: 49   | Signatures: 0  |
| Supplemental Document Pages: 0   | Initials: 0  |
| Certificate Pages: 3   |  |
| AutoNav: Enabled   | Payments: 0  |
| Envelopeld Stamping: Enabled   |  |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                            |  |
|  | Envelope Originator:<br>Rosalyn Lazare-Payne   |
|  | 1860 Michael Faraday Dr<br>Reston, VA 20190<br>rosalyn.lazare-payne@hhsc.state.tx.us<br>IP Address: 167.137.1.13 |

## Record Tracking

|                               |   |                    |
|-------------------------------|---|--------------------|
| Status: Original<br>2/22/2017 | Holder: Rosalyn Lazare-Payne<br>rosalyn.lazare-payne@hhsc.state.tx.us | Location: DocuSign |
|-------------------------------|---|--------------------|

## Signer Events

|  | Signature  | Timestamp   |
|--|--|---|
| Patty Melchior<br>Patty.Melchior@dshs.state.tx.us<br>Resource Director<br>Department State Health Services<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign<br>ID: | <b>Completed</b><br><br>Using IP Address: 160.42.85.9  | Sent: 2/22/2017<br>Viewed: 2/22/2017<br>Signed: 2/22/2017 |
| Joe James<br>joe.james@hhsc.state.tx.us<br>Texas Health and Human Services Commission<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign<br>ID:                      | <b>Completed</b><br><br>Using IP Address: 167.137.1.15 | Sent: 2/22/2017<br>Viewed: 3/2/2017<br>Signed: 3/2/2017   |
| Ramon Garcia<br>ramon.garcia@co.hidalgo.tx.us<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign<br>ID:  |  | Sent: 3/2/2017  |
| Janna Zumbrun<br>Janna.Zumbrun@dshs.state.tx.us<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign<br>ID:  |  |   |
| Ramon Garcia<br>ramon.garcia@co.hidalgo.tx.us<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign<br>ID:  |  |   |

| In Person Signer Events  | Signature     | Timestamp                           |
|--|---------------|-------------------------------------|
| <b>Editor Delivery Events</b>  | <b>Status</b> | <b>Timestamp</b>                    |
| <b>Agent Delivery Events</b>   | <b>Status</b> | <b>Timestamp</b>                    |
| <b>Intermediary Delivery Events</b>  | <b>Status</b> | <b>Timestamp</b>                    |
| <b>Certified Delivery Events</b>   | <b>Status</b> | <b>Timestamp</b>                    |
| <b>Carbon Copy Events</b>  | <b>Status</b> | <b>Timestamp</b>                    |
| <p>Tray Kirkpatrick<br/> tray.kirkpatrick@dshs.state.tx.us<br/> Contract Manager<br/> Texas Health and Human Services Commission<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p> | <b>COPIED</b> | Sent: 2/22/2017                     |
| <p>Justin Davis<br/> justin.davis@dshs.state.tx.us<br/> Department of State Health Services<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>                                      | <b>COPIED</b> | Sent: 2/22/2017                     |
| <p>Amy Greene<br/> amy.greene@hhsc.state.tx.us<br/> Contract Specialist V<br/> Texas Health and Human Services Commission<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>        | <b>COPIED</b> | Sent: 2/22/2017                     |
| <p>Susana Garcia<br/> susana.garcia@dshs.state.tx.us<br/> Unit Director<br/> Texas Health and Human Services Commission<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>          | <b>COPIED</b> | Sent: 2/22/2017<br>Viewed: 3/1/2017 |
| <p>Mike Escaname<br/> mike.escaname@hchd.org<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>   | <b>COPIED</b> | Sent: 3/2/2017<br>Viewed: 3/2/2017  |
| <p>DSHS CMU Inbox<br/> CMUContracts@dshs.texas.gov<br/> Security Level: Email, Account Authentication (None)</p>   |               |                                     |

| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
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Electronic Record and Signature Disclosure:  
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| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
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| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
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