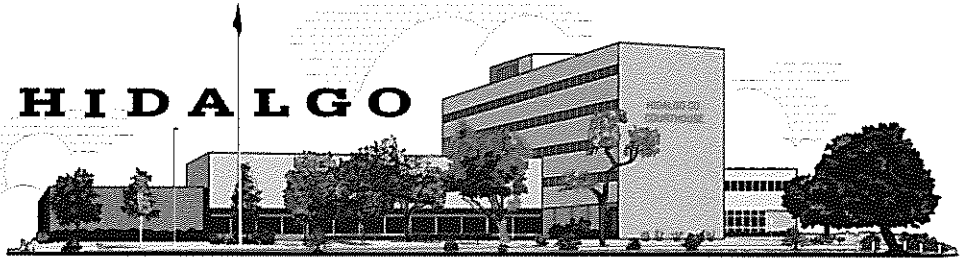


# COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

EDINBURG, TEXAS 78539

April 3, 2017

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable David Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

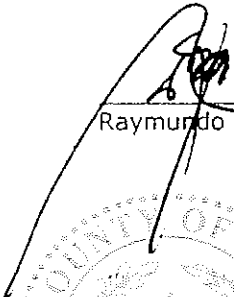
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$145,833.00	Award No. 537-17-0287-00001
	Preventive Health and Health Services Block Grant

CERTIFIED BY:

  
\_\_\_\_\_  
Raymundo Eufrazio, CPA

4/4/17  
\_\_\_\_\_  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

JUAN M. SINGLETERRY JUDGE, 5 <sup>TH</sup> D.C.	RODOLFO DELGADO JUDGE, 8 <sup>TH</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 13 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 26 <sup>TH</sup> D.C.	JUAN R. PARTIDA JUDGE, 27 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 32 <sup>TH</sup> D.C.	MOE GONZALEZ JUDGE, 27 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 36 <sup>TH</sup> D.C.	L. KENO VASQUEZ JUDGE, 39 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 43 <sup>RD</sup> D.C.	RENEE R. DE TANCOURT JUDGE, 44 <sup>TH</sup> D.C.
--	--	--	---	---	---	--	---	---	---	--

AI-59105

Health & Human Services Dept. 19. C.

CC - REGULAR

Meeting Date: 04/05/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

**Information**

**CAPTION**

Health & Human Services - PHHS (1293):

1. Requesting approval to accept the Preventive Health and Health Services grant contract #537-17-0287-00001 in the amount of \$145,833.00 for the period of 04/01/2017 to 11/30/2017.
2. Requesting approval for County Judge to e-sign the contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of \$145,833.00.
4. Requesting approval of the budget appropriation for the FY 17 period in the amount of \$114,583.00 and \$31,250.00 for the FY 18 grant period.
5. Discussion, consideration and approval of the following personnel action effective 04/05/2017:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-070	0001	Public Health Technician I	\$31,255.00

6. Approval of salary schedule in accordance with Commissioners Court action.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: See Below

ACCT. #: 7-1293-441-X0-340-070-7-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Appropriation of funds

Revenue Account No.

FY17: 7-1293-331-12-340-070-7-000

FY18: 7-1293-331-12-340-070-7-010

**Attachments**

Contract

Appropriation FY18

Salary Projection

Appropriation FY17

Fiscal Note

PAR JOB DESCR

**Form Review**

**Inbox**

Budget & Management

Human Resources

Final Approval

Form Started By: Mike Escaname

**Reviewed By**

Veronica Ortiz

Diana Munoz

**Date**

03/24/2017 04:51 PM

03/28/2017 04:37 PM

Started On: 03/23/2017 03:13 PM

## Minerva Diaz

---

**From:** Mike Escaname [miguel.escaname@hchd.org]  
**Sent:** Thursday, March 23, 2017 3:42 PM  
**To:** minerva.diaz@auditor.co.hidalgo.tx.us  
**Cc:** rene.cavazos@hchd.org  
**Subject:** Request - Certification of Revenue - Preventive Health & Health Services - \$145,833.00  
**Attachments:** 537-17-0287-00001 Preventive Health and Health Services FY 17 032317.pdf

Minerva,

Attached is a copy of another new grant that we have received. I will use program 070 to appropriate the funding.

We plan to present this to CC on Wednesday, April 5<sup>th</sup>.

I'd appreciate if you can arrange to have a Certification of Revenue prepared.

Please review the contract as it contains two different amounts as follows:

\$114,583.00 for FY 17

\$31,250.00 for FY 18

I spoke with DSHS contract manager and they had to do this to compensate for lost time when they convert their database into a new grant database.

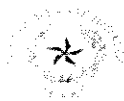
I will suggest that we create two separate budget appropriations with same program number of 070 but different fiscal years. (FY 17 & FY 18)

Let me know if you have any questions.

Thanks,

*Mike Escaname*

Chief Financial Officer  
Hidalgo County Health & Human Services Department  
1304 S. 25 Ave  
Edinburg, TX 78542-7205  
Main Line (956) 383-6221  
Direct Line (956) 292-7000 ext. 7210



**SIGNATURE DOCUMENT FOR  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. ~~537-17-0287-00001~~  
UNDER THE  
PREVENTIVE HEALTH AND HEALTH SERVICES  
BLOCK GRANT PPHF 2016**

**I. PURPOSE**

The Department of State Health Services ("System Agency"), a pass-through entity, and Hidalgo County Health and Human Services Department ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide services to reduce the impact of obesity and related chronic diseases in the State of Texas (the "Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of Section 4002 of Public Law 111-148, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

**III. DURATION**

The Contract is effective on ~~April 1, 2017~~ and terminates ~~November 30, 2017~~ 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.

**IV. BUDGET**

The total amount of this Contract will not exceed ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS ~~(\$145,833.00)~~.

Total payments for the period of ~~April 1, 2017 to September 30, 2017~~ will not exceed ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS ~~(\$114,583.00)~~.

Contingent upon additional funding, total payments for the period of ~~October 1, 2017 to November 30, 2017~~ will not exceed THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ~~(\$31,250.00)~~. No funds will be paid under this Contract for this period until the System Agency receives funds. System Agency will provide written confirmation of the receipt of these funds.

All expenditures under the Contract will be in accordance with ATTACHMENT A-STATEMENT OF WORK.

Unless notified by System Agency, Grantee will not provide services beyond September 30, 2017.

**V. 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  
P.O. Box 149347 MC 1947  
Austin, TX 78714-9347  
Attention: Carolyn DeBoer  
[Carolyn.deboer@dshs.texas.gov](mailto:Carolyn.deboer@dshs.texas.gov)

**Grantee**

Hidalgo County  
1304 S. 25<sup>th</sup> Ave  
Edinburg, TX 78542  
Attention: Mike Escaname  
[Mike.escaname@hchd.org](mailto:Mike.escaname@hchd.org)

**VI. 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  
Assistant Criminal District Attorney  
Attention: Josephine Ramirez Solis  
100 E. Cano  
Edinburg, TX 78539  
[josephineramirez@da.co.hidalgo.tx.us](mailto:josephineramirez@da.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.

**VII. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): 1NB01OT009080-01-00  
Federal Award Date: 10/01/2015 through 09/30/2017  
Name of Federal Awarding Agency: Department of State Health Services  
CFDA Name and Number: CFDA #93.758 PPHF 2016: Preventive Health and Health Services Block Grant  
Awarding Official Contact Information:  
Brownie Anderson-Rana  
Grants Management Specialist  
Centers for Disease Control and Prevention (CDC)  
Office of Financial Resources (OFR)

2960 Brandywine Road, MS E-01  
Atlanta, GA 30341  
Telephone: 770-488-2771  
Email: [BAAndersonRana@cdc.gov](mailto:BAAndersonRana@cdc.gov)  
DUNS: 807391511

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HIDALGO COUNTY HEALTH AND  
HUMAN SERVICES DEPARTMENT**

\_\_\_\_\_  
Janna Zumbrun

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

Associate Commissioner  
Disease Control and Prevention

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

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

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

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-17-0287-00001 ARE  
HEREBY INCORPORATED BY REFERENCE:**

<b>ATTACHMENT A -</b>	<b>STATEMENT OF WORK</b>
<b>ATTACHMENT B -</b>	<b>BUDGET</b>
<b>ATTACHMENT C -</b>	<b>GRANTEE UNIFORM TERMS AND CONDITIONS</b>
<b>ATTACHMENT D -</b>	<b>GRANTEE SUPPLEMENTAL AND SPECIAL CONDITIONS</b>
<b>ATTACHMENT E -</b>	<b>FFATA</b>
<b>ATTACHMENT F -</b>	<b>FEDERAL ASSURANCES AND CERTIFICATIONS</b>
<b>ATTACHMENT G -</b>	<b>DUA</b>

## **ATTACHMENT A STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A.** Provide System Agency with evidence of activity planning and implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.

Grantee is responsible for coordinating with clinical and community partners within their jurisdiction to implement a minimum of three total strategies for the CCHB project.

Grantee is responsible for implementing two chosen priority strategies:

1. Priority Strategy 2: Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and
2. Priority Strategy 3: Facilitate evidence-based education and training for providers, patients and the community to ensure consistent messaging of reliable health information and collaboration.

Grantee is responsible for implementing three of four chosen optional strategies:

1. Optional Strategy 1: Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications.
2. Optional Strategy 3: Engage community and clinical partners to strengthen partnerships and increase sustainability.
3. Optional Strategy 4: Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

- B.** Develop, complete and submit a Project Work Plan to System Agency. The Work Plan must contain activities that support the priority and optional strategies selected as well as staff/organizational responsibility and timeframe. A Project Work Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Project Work Plan draft must be submitted to System Agency on or before May 31, 2017 and the final Project Work Plan submission is due to System Agency on or before November 15, 2017.

- C.** Develop and submit an Assessment Report to System Agency. The Assessment Report must contain clinical and community partners; existing referral protocols integrated into Electronic Health Records and/or other referral processes in place; existing evidence-

based trainings and/or programs; and may include other relevant activities. The Assessment Report must be submitted on or before April 28, 2017.

- D.** Develop and submit an Evaluation Plan to System Agency. An Evaluation Plan Draft must be reviewed and approved by System Agency prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before May 31, 2017 and the final Evaluation Plan submission is due to System Agency on or before November 15, 2017.
- E.** Submit Partners List and Minutes to System Agency. The Partners List should contain evidence of clinical and community partners, with sector representation clearly labeled. A minimum of two meetings must be held and meeting minutes must be provided for both as evidence of CCHB-related discussion. The Partner List and Minutes must be submitted on or before November 30, 2017.
- F.** Participate in nine (9) monthly feedback calls (monthly project status reports) with System Agency Program to be conducted on or before the 15<sup>th</sup> of each month of the contract term, unless otherwise agreed to in writing by System Agency. On the calls, Grantee will discuss the following 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added, as appropriate, with Grantee and System Agency Program.
- G.** Submit three (3) Progress Reports to System Agency in the electronic Performance Management and Tracking System (PMATS). The information and documentation required in the Progress Reports will be based on the CCHB priority and optional strategies selected. Progress report due dates are as follows: Progress Report 1 (the period March 1 – May 31, 2017) is due June 5, 2017; Progress Report 2 (the period June 1 – August 31, 2017) is due September 5, 2017; and Progress Report 3 (the period September 1 – November 30, 2017) is due December 4, 2017.
- H.** Develop and submit a Success Story with two (2) photographs and two (2) photograph release forms to System Agency. A Success Story Draft must be reviewed and approved by System Agency prior to the final version submission date. The Success Story Draft must be submitted on or before September 1, 2017 and the final Success Story submission is due to System Agency on or before November 30, 2017.

## **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.

**ATTACHMENT A  
STATEMENT OF WORK**

**III. INVOICE AND PAYMENT**

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.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  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

- B. Grantee will be paid on a monthly basis and in accordance with the Budget in Attachment B of this Contract.
- C. All invoices must reference Contract #537-17-0287-00001 and PO# once issued.

## Attachment B

Contract No. 537-17-0287-00001

**Categorical Budget:**

PERSONNEL	\$23,445.00
FRINGE BENEFITS	\$9,709.00
TRAVEL	\$8,151.00
EQUIPMENT	\$0.00
SUPPLIES	\$32,713.00
CONTRACTUAL	\$0.00
OTHER	\$71,815.00
TOTAL DIRECT CHARGES	\$145,833.00
INDIRECT CHARGES	\$0.00
TOTAL	\$145,833.00
Match	\$0.00
Total Budget	\$145,833.00

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**

**TABLE OF CONTENTS**

**ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS** ..... 4

    1.01 Definitions ..... 4

    1.02 Interpretive Provisions..... 5

**ARTICLE II Payment Methods and Restrictions** ..... 6

    2.01 Payment Methods..... 6

    2.02 Final Billing Submission..... 6

    2.03 Financial Status Reports (FSRs) ..... 7

    2.04 Debt to State and Corporate Status ..... 7

    2.05 Application of Payment Due ..... 7

    2.06 Use of Funds..... 7

    2.07 Use for Match Prohibited ..... 7

    2.08 Program Income ..... 7

    2.09 Nonsupplanting ..... 8

**ARTICLE III. STATE AND FEDERAL FUNDING** ..... 8

    3.01 Funding..... 8

    3.02 No debt Against the State..... 8

    3.03 Debt to State..... 8

    3.04 Recapture of Funds..... 8

**ARTICLE IV Allowable Costs and Audit Requirements** ..... 9

    4.01 Allowable Costs. .... 9

    4.02 Independent Single or Program-Specific Audit ..... 10

    4.03 Submission of Audit..... 10

**Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS** ..... 11

    5.01 General Affirmations..... 11

    5.02 Federal Assurances..... 11

    5.03 Federal Certifications ..... 11

**ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY** ..... 11

    6.01 Ownership ..... 11

    6.02 Intellectual Property ..... 11

**ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE** ..... 11

    7.01 Books and Records..... 11

    7.02 Access to records, books, and documents ..... 12

7.03	Response/compliance with audit or inspection findings .....	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
<b>ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION .....</b>		<b>13</b>
8.01	Contract Management .....	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement .....	14
<b>ARTICLE IX MISCELLANEOUS PROVISIONS .....</b>		<b>14</b>
9.01	Amendment .....	14
9.02	Insurance .....	14
9.03	Legal Obligations .....	14
9.04	Permitting and Licensure .....	14
9.05	Indemnity .....	15
9.06	Assignments .....	15
9.07	Relationship of the Parties.....	15
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue .....	16
9.11	Survivability .....	16
9.12	Force Majeure .....	17
9.13	No Waiver of Provisions.....	17
9.14	Publicity .....	17
9.15	Prohibition on Non-compete Restrictions.....	17
9.16	No Waiver of Sovereign Immunity.....	17
9.17	Entire Contract and Modification.....	17
9.18	Counterparts .....	17
9.19	Proper Authority.....	18
9.20	Employment Verification.....	18
9.21	Civil Rights .....	18

## 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 Travel” 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 disbursal 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.

## ATTACHMENT D

Contract No. 537-17-0287-00001

### 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 1.05 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 representative's 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.





**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:**

---

---

---

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (“CONTRACTOR”)

This Data Use Agreement (“DUA”), effective as of the date signed below (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency (“HHS”), and Hidalgo County Health and Human Services Department , a political subdivision of the State of Texas (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 537-17-0287-00001, in Travis County, Texas (the "Base Contract").

**ARTICLE 1.  
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information, *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2.  
DEFINITIONS**

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

### ARTICLE 3.

#### CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

##### 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law, *45 CFR 164.502(b)(1)*; *45 CFR 164.514(d)*

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in *45 C.F.R. 160.103*) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i)*; *Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C)*; *164.530(e)*; *164.410(b)*; *164.530(b)(1)*

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4)*; *Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii)*; *164.504(e)(1)(i) and (2)*.

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: *45 CFR 164.504(e)(4)(A)*.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(e)(2)(ii)(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306.*

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).*

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. *45 CFR 164.308(a)(2).*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d).*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d).*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I).*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d).*

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B. Texas Administrative Code;
- The Privacy Act of 1974;

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. STATEMENT OF WORK**

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### **6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **6.07 Responsibility.**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

#### **6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### **6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### **6.10 Automatic Amendment and Interpretation**

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ARTICLE 7.  
AUTHORITY TO EXECUTE**

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

**IN WITNESS HEREOF**, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

**TEXAS HEALTH AND HUMAN SERVICES**

**CONTRACTOR**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 201 .

DATE: \_\_\_\_\_, 201 .

## Certificate Of Completion

Envelope Id: 7A17D3C190C743248FBDF9B0FE97BEE3 Status: Sent  
 Subject: \$145,833; HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT; 537-17-0287-00001; DCPS-HPCDP/OCDS  
 Source Envelope:  
 Document Pages: 60 Signatures: 0 Envelope Originator:  
 Supplemental Document Pages: 0 Initials: 0 Jason Jahnke  
 Certificate Pages: 3 Payments: 0 1860 Michael Faraday Dr  
 AutoNav: Enabled Reston, VA 20190  
 EnvelopeId Stamping: Enabled jason.jahnke@hhsc.state.tx.us  
 Time Zone: (UTC-06:00) Central Time (US & Canada) IP Address: 167.137.1.16

## Record Tracking

Status: Original Holder: Jason Jahnke Location: DocuSign  
 3/8/2017 jason.jahnke@hhsc.state.tx.us

## Signer Events

Patty Melchior  
 Patty.Melchior@dshs.state.tx.us  
 Resource Director  
 Department State Health Services  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

## Signature

**Completed**

Using IP Address: 160.42.85.9

## Timestamp

Sent: 3/8/2017  
 Viewed: 3/8/2017  
 Signed: 3/8/2017

Joe James  
 joe.james@hhsc.state.tx.us  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**Completed**

Using IP Address: 167.137.1.15

Sent: 3/8/2017  
 Viewed: 3/23/2017  
 Signed: 3/23/2017

Ramon Garcia  
 countyjudge@co.hidalgo.tx.us  
 County Judge  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Sent: 3/23/2017

Bernie Rodriguez  
 bernie.rodriguez@hhsc.state.tx.us  
 Procurement Manager  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**Signer Events**

Janna Zumbrun  
 Janna.Zumbrun@dshs.state.tx.us  
 Associate Commissioner for Disease Control and Prevention  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carolyn DeBoer  
 carolyn.deboer@dshs.texas.gov  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

Sent: 3/8/2017  
 Viewed: 3/8/2017

Justin Davis  
 justin.davis@dshs.state.tx.us  
 Department of State Health Services  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

Sent: 3/8/2017  
 Viewed: 3/10/2017

Amy Greene  
 amy.greene@hhsc.state.tx.us  
 Contract Specialist V  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

Sent: 3/8/2017

Susana Garcia  
 susana.garcia@dshs.state.tx.us  
 Unit Director  
 Texas Health and Human Services Commission  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

**COPIED**

Sent: 3/8/2017

**Carbon Copy Events**

Mike Escaname  
mike.escaname@hchd.org  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

**Status**

**COPIED**

**Timestamp**

Sent: 3/23/2017  
Viewed: 3/23/2017

DSHS CMU Inbox  
CMUContracts@dshs.texas.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

**Notary Events**

**Timestamp**

**Envelope Summary Events**

Envelope Sent

**Status**

Hashed/Encrypted

**Timestamps**

3/23/2017

**Payment Events**

**Status**

**Timestamps**

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-070-7-XXX (Preventive Health & Health Services)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,  
Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with  
Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
<b>Personnel</b>		
7-1293-441-00-340-070-7-113	PHHS - Full-time Employees	\$ 18,155.00
<b>Fringes</b>		
7-1293-441-00-340-070-7-211	PHHS - Health Insurance	\$ 3,675.00
7-1293-441-00-340-070-7-212	PHHS - Life Insurance	\$ 26.00
7-1293-441-00-340-070-7-220	PHHS - FICA	\$ 1,389.00
7-1293-441-00-340-070-7-230	PHHS - Retirement	\$ 2,083.00
7-1293-441-00-340-070-7-250	PHHS - Unemployment	\$ 180.00
7-1293-441-00-340-070-7-260	PHHS - Workmans Comp	\$ 180.00
<b>Travel</b>		
7-1293-441-00-340-070-7-581	PHHS - In-County Travel	\$ 3,745.00
7-1293-441-00-340-070-7-583	PHHS - Out-of-County Travel	\$ 2,086.00
<b>Supplies</b>		
7-1293-441-00-340-070-7-610	PHHS - General Supplies	\$ 21,600.00
7-1293-441-00-340-070-7-650	PHHS - Furnishings & Equipment	\$ 1,500.00
<b>Other</b>		
7-1293-441-00-340-070-7-540	PHHS - Advertising	\$ 39,364.00
7-1293-441-00-340-070-7-550	PHHS - Printing & Binding	\$ 20,000.00
7-1293-441-00-340-070-7-584	PHHS - Registration Fees	\$ 600.00
<b>TOTAL APPROPRIATION</b>		\$ 114,583.00
7-1293-331-12-340-070-7-000	PHHS - Revenue	\$ 114,583.00
<b>TOTAL APPROPRIATION</b>		\$ 114,583.00

REASON: To appropriate the Preventive Health & Health Services FY 17 grant award that belongs to  
the PHHS for FY 17 (6 months only)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S

DATE

ATTEST CO. CLERK

DATE: April 5, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-070-7-XXX (Preventive Health & Health Services)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,  
Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with  
Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
<b>Personnel</b>		
7-1293-441-10-340-070-7-113	PHHS - Full-time Employees	\$ 5,290.00
<b>Fringes</b>		
7-1293-441-10-340-070-7-211	PHHS - Health Insurance	\$ 1,050.00
7-1293-441-10-340-070-7-212	PHHS - Life Insurance	\$ 8.00
7-1293-441-10-340-070-7-220	PHHS - FICA	\$ 405.00
7-1293-441-10-340-070-7-230	PHHS - Retirement	\$ 607.00
7-1293-441-10-340-070-7-250	PHHS - Unemployment	\$ 53.00
7-1293-441-10-340-070-7-260	PHHS - Workmans Comp	\$ 53.00
<b>Travel</b>		
7-1293-441-10-340-070-7-581	PHHS - In-County Travel	\$ 1,070.00
7-1293-441-10-340-070-7-583	PHHS - Out-of-County Travel	\$ 1,250.00
<b>Supplies</b>		
7-1293-441-10-340-070-7-610	PHHS - General Supplies	\$ 9,613.00
<b>Other</b>		
7-1293-441-10-340-070-7-540	PHHS - Advertising	\$ 8,196.00
7-1293-441-10-340-070-7-550	PHHS - Printing & Binding	\$ 3,355.00
7-1293-441-10-340-070-7-584	PHHS - Registration Fees	\$ 300.00
<b>TOTAL APPROPRIATION</b>		\$ 31,250.00
7-1293-331-12-340-070-7-010	PHHS - Revenue	\$ 31,250.00
<b>TOTAL APPROPRIATION</b>		\$ 31,250.00

REASON: To appropriate the portion of the Preventive Health & Health Services FY 17 grant award that  
belongs to the PHHS for FY 18. (2 months only)

DEPARTMENT HEAD SIGNATURE

---

APPROVED COMMISSIONER'S

DATE

ATTEST CO. CLERK

**Preventive Health & Health Services FY 17 & Partial FY 18**  
**Grant Application**  
**Salary Budget**  
**03/01/2017 - 09/30/2017**  
**For Budget Purposes Only**

Preventive Health & Health Services FY 17 (program 070)

Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budget Salary With 0% COLA	Hourly Rate		# of Hours in 2017	# of Hours in 2018	2017		2018		Fringes				Insurance		Projected Total Salaries & Fringes
					Hourly Rate (current)	Hourly Rate With 0%			Salary Amount from 03/01/17 - 9/30/17	Salary Amount from 01/01/18 - 09/30/18	FICA (7.65%)	Retirement (11.47%)	Unemployment (0.1%)	Workers Comp (0.1%)	Health Ins.	Life Ins.	Projected Fringes		
0001	Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	1,224	0	18,392.37	-	1,407.02	2,109.60	183.92	183.92	3,675.00	25.41	7,584.88	25,977.24	
			<b>31,255.00</b>	<b>31,255.00</b>					<b>18,392.37</b>	<b>-</b>	<b>1,407.02</b>	<b>2,109.60</b>	<b>183.92</b>	<b>183.92</b>	<b>3,675.00</b>	<b>25.41</b>	<b>7,584.88</b>	<b>25,977.24</b>	

Notes:

- This is the salary / fringes budget for 7 months only (03/01/17 to 09/30/17)
- A 0% cost of living increase.
- 2017 fringe benefit rates are used as this is the latest information available at this time.
- Actual work hours in grant period used which total to 1,224 for 7 months. (153 working days x 8 hrs) (3,675.00)
- Health insurance premium is \$525.00 / month (March to Sept) (\$525.00 x 7)
- Life insurance premium is \$43.56 per year / per employee. (prorated for 7 months only)
- This grant program will continue for 4 years; initial grant award is for partial FY 17 and for two months of FY 18.
- Due to rounding error caused by the DSHS budget template, the difference will be added to this budget as actual start date for this employee will be later than 03/01/17.

**10/01/2017 - 11/30/2017**  
**Partial FY 18 (2 months only)**

Preventive Health & Health Services FY 18 (program 070)

Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budget Salary With 0% COLA	Hourly Rate		# of Hours in 2017	# of Hours in 2018	2017		2018		Fringes				Insurance		Projected Total Salaries & Fringes
					Hourly Rate (current)	Hourly Rate With 0%			Salary Amount from 10/01/17 - 11/30/17	Salary Amount from 10/01/17 - 11/30/17	FICA (7.65%)	Retirement (11.47%)	Unemployment (0.1%)	Workers Comp (0.1%)	Health Ins.	Life Ins.	Projected Fringes		
0001	Vacant	Public Health Technician I	31,255.00	31,255.00	15.0264	15.0264	352	0	5,289.31	-	404.63	606.68	52.89	52.89	1,050.00	7.26	2,174.36	7,463.67	
			<b>31,255.00</b>	<b>31,255.00</b>					<b>5,289.31</b>	<b>-</b>	<b>404.63</b>	<b>606.68</b>	<b>52.89</b>	<b>52.89</b>	<b>1,050.00</b>	<b>7.26</b>	<b>2,174.36</b>	<b>7,463.67</b>	

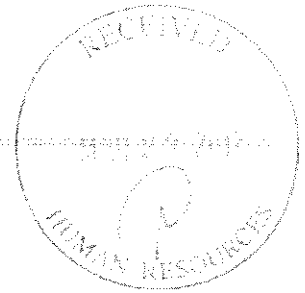
Notes:

- This is the salary / fringes budget for 2 months only (10/01/17 to 11/30/17)
- A 0% cost of living increase.
- 2017 fringe benefit rates are used as this is the latest information available at this time.
- Actual work hours in grant period used which total to 352 for 2 months. (44 working days x 8 hrs)
- Health insurance premium is \$525.00 / month for Oct & Nov (\$525.00 x 2) 1,050.00
- Life insurance premium is \$43.56 per year / per employee. (prorated for 2 months only)
- This grant program will continue for 4 years; initial grant award is for partial FY 17 and for two months of FY 18



# HIDALGO COUNTY

## Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES - Preventive Health & Health Services (340-070)

DATE: 3/24/2017

CURRENT POSITION TITLE: \_\_\_\_\_

CURRENT SLOT#: \_\_\_\_\_

REQUESTED POSITION TITLE: Public Health Technician I

NEW SLOT #: 070-0001 (Proposed)

**REQUEST FOR:**

- New Position    
  Temporary Position    
  Position Reclassification\*    
  Other \_\_\_\_\_

\* Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

	0.00	\$ 31,255.00	\$ 31,255.00
Salary Amount:	Current GRS; Budgeted Salary	Proposed GRS; Budgeted Salary	Grade 7, Step 1 Net Change

Position to be funded from one of the following:

- Current Department Budget    
  Annual Budget Cycle    
  Will Require Additional Funds  
 Other: PHHS FY 17 Grant (Fund 129), Program 070

**POSITION Type:**

- Part Time Employee Object 119    
  Part Time Employee Object 119    
 \_\_\_\_\_  
Enter hourly rate for temp. positions.
- Full Time Employee Object 121    
  Part Time Temporary Object 122    
 \$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (3 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

- CIVIL SERVICE:**  
 Exempt      FLSA: Exempt   
 Non-Exempt      Non-Exempt   
 N/A

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

This position will support the Preventive Health & Health Services grant that has been awarded to Health & Human Services Dept.

If no grant work for this program is available through Community and Clinical Health Block grant from the Department of State Health Services.

\_\_\_\_\_  
 Signature

NEW POSITION: Explain change and/or increase in duties and responsibility. (Attach new job description.)

See job description.

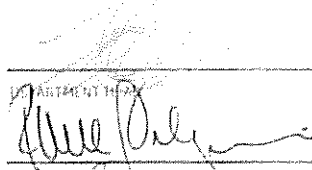
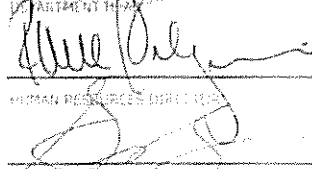
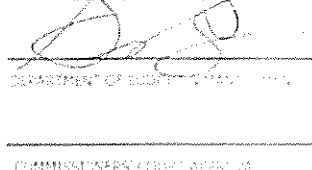
POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description.)

COMMENTS: (Any comments you wish to make regarding this request.)

Not to exceed six months.

HUMAN RESOURCES: Classification and Salary Recommendation:

BUDGET & MANAGEMENT: Classification and Salary Recommendation:

 DEPARTMENT HEAD	03/24/2017 DATE	- ALL FINANCIAL REQUIREMENTS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
 HUMAN RESOURCES DIRECTOR	3/28/2017 DATE	- ALL FINANCIAL REQUIREMENTS MET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
 DEPARTMENT OF BUDGET & MANAGEMENT	3/31/17 DATE	- ALL FINANCIAL REQUIREMENTS MET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
COMMISSIONERS COURT REPORT	DATE			

# HIDALGO COUNTY HEALTH & HUMAN SERVICES

## **PUBLIC HEALTH TECHNICIAN I**

### **GENERAL DESCRIPTION**

Performs routine (journey-level) public health work. Work involves conferring with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of diseases and injuries. Works under general supervision with moderate latitude for the use of initiative and independent judgment.

### **EXAMPLES OF WORK PERFORMED**

Confers with local health agencies, private physicians, individuals, and community action groups on the treatment, control, or prevention of communicable and chronic diseases

Serves as a public resource in creating awareness of health problems and programs

Disseminates information on public health and health education programs

Participates in planning and conducting health training courses

Evaluates training and education needs to promote the acceptance of public health programs

Assists in formulating definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

May evaluate work to improve efficiency and determine program effectiveness

Performs related work as assigned.

### **GENERAL QUALIFICATION GUIDELINES**

#### **Experience and Education**

One to two (1-2) years of experience in public health work or related field required

Graduation from an accredited four (4) year college or university with major course work in social services, public health, or a related field

Two (2) years of experience may be substituted for one (1) year of education

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, & Abilities**

Bilingual (Spanish and English) with ability to converse fluently in both languages

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



