

**The State of Texas** §  
§  
**County of Tarrant** §

**SUBRECIPIENT CONTRACT**

This Subrecipient Contract is made and entered into by and between Tarrant County, Texas (“COUNTY”), on behalf of Tarrant County Public Health (“TCPH”), and My Health My Resources (“SUBRECIPIENT”).

**I. BACKGROUND**

Tarrant County, Texas has received a grant (the “Grant”), award number 1 NH75OT000054-01-00, from the Department of Health and Human Services Center for Disease Control and Prevention (CDC), “National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities.” This grant provides funding to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) in racial and ethnic minority groups and rural populations within state, local, US territorial, and freely associated state health jurisdictions.

**Overview**

Coronavirus disease 2019 (COVID-19) has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection, and might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19.

To reach populations at higher risk, underserved, and disproportionately affected, including racial and ethnic minority groups and people living in rural communities, it is critical for funded recipients and key partners to implement a coordinated and holistic approach that builds on culturally, linguistically, and locally tailored strategies and best practices to reduce COVID-19 risk. In addition, a coordinated and holistic approach is essential to building and sustaining trust, ensuring equitable access to COVID-19 related services, and advancing health equity to address COVID-19 related health disparities among populations at higher risk, underserved, and disproportionately affected.

The CDC, with the approval of the Commissioners Court of Tarrant County, has designated the Tarrant County Public Health Department to manage the distribution of the Grant proceeds. This Subrecipient Contract provides guidance to Subrecipients regarding the delivery of services performed to further the purpose of the grant.

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

The intended outcomes for this grant are:

1. Reduced COVID-19-related health disparities.
2. Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.
3. Improved state, local, US territorial, and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

#### Funding Restrictions

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to TCPH.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, including the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Coronavirus Disease 2019 (COVID-19) Funds:
  - A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or H.R. 133 - Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021, agrees, as applicable to the award, to:

- 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19.
- 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
- 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
- In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reportingguidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected and evaluations conducted with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccines without discriminating on non-public-health grounds within a prioritized group.

### **Administrative and National Policy Requirements**

The following Administrative Requirements (AR) apply to this award:

- *AR-7: Executive Order 12372 Review*
- *AR-8: Public Health System Reporting Requirements*
- *AR-9: Paperwork Reduction Act Requirements*
- *AR-10: Smoke-Free Workplace Requirements*
- *AR-11: Healthy People 2030*
- *AR-12: Lobbying Restrictions*
- *AR-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities*
- *AR-15: Proof of Non-profit Status*
- *AR-23: Compliance with 45 CFR Part 87*
- *AR-14: Accounting System Requirements*
- *AR-16: Security Clearance Requirement*
- *AR-21: Small, Minority, And Women-owned Business*
- *AR-24: Health Insurance Portability and Accountability Act Requirements*
- *AR-25: Data Management and Access*
- *AR-26: National Historic Preservation Act of 1966*
- *AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving", October 1, 2009*
- *AR-30: Information Letter 10-006. - Compliance with Section 508 of the Rehabilitation Act of 1973*

- *AR-32: Enacted General Provisions*
- *AR-34: Language Access for Persons with Limited English Proficiency*
- *AR-37: Prohibition on certain telecommunications and video surveillance services or equipment for all awards issued on or after August 13, 2020*

Recipients are also expected to adhere to administrative requirements relating to nondiscrimination contained in Standard Form 424B (Rev. 7-97): Assurances - Non-Construction Programs, prescribed by OMB Circular A-102.

The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: <https://www.ecfr.gov/cgi-bin/textidx?node=pt45.1.75>

## 2. REIMBURSEMENT, WORKPLAN

SUBRECIPIENT shall be awarded \$200,888.00 in funds for use as outlined and agreed upon in Attachment A: Subrecipients Workplan Scope of Work. Subrecipient shall complete the work within the Contract term and provide all services outlined within the Workplan as well as the Evaluation and Performance Measurement Plan to be established with TCPH.

Subrecipient shall utilize these funds in accordance with the *Consolidated Appropriations Act, 2021* (P.L. 116-260), which contained the *Coronavirus Response and Relief Supplemental Appropriations Act, 2021* (P.L. 116-260, Section 2, Division M) which provided, in part, funding for strategies to improve testing capabilities and other COVID-19 response activities in populations that are at high-risk and underserved, including racial and ethnic minority groups and people living in rural communities. Strategies also include those to develop or identify best practices for states and public health officials to use for contact tracing. Subrecipient shall adhere to the Evaluation and Performance Measurement plan as outlined by the CDC in CDC-RFA-OT-21-2103. This includes, at minimum:

Performance measures and targets

- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards Achieving Notice of Funding Opportunity goals (e.g., reaching target populations or achieving expected outcomes).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Subrecipient shall participate in conference calls, webinars, etc. as needed.

## 3. TERM

The term of this Contract starts upon the date of the last signature through May 31, 2024.

#### 4. AMENDMENTS

This Contract may not be amended without written bilateral agreement. However, Subrecipient may move up to 10% of allocated funds within any budget category without written approval of County, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Attachment A. In order to move any amount over and above a cumulative total of 10% of allocated funds within any budget category, Subrecipient will request the reallocation in writing to County.

Subrecipient shall be subject to decrease of funds if funding is not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is 12.5% per quarter.

#### 5. SEVERABILITY

If a court finds any provision of this Contract illegal or invalid, that finding will not affect the balance of the Contract, and the court will delete the illegal or invalid provision, with all other provisions of the Contract to remain in full force and effect.

#### 6. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

- a. Subrecipient assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations.
- b. Subrecipient assures that this Contract will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from TCPH. Any attempt to transfer, or otherwise assign, will be void and will confer no rights upon any third person or entity.
- c. Subrecipient assures and represents that its receipt of funding under this Contract will not be used to supplant private, state, local, or other federal funds received by the Subrecipient.
- d. Subcontractors may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the COUNTY's contract.
- e. For all service categories: if a contract cannot be established directly with a provider or there are other extenuating circumstances, TCPH may request a waiver so that a provider may subcontract for limited services with another provider. An annual waiver request must be submitted and approved by Department of State Health Services (DSHS) prior to establishing subcontracts. The waiver must describe why TCPH cannot directly contract with the provider and the business need for a provider to establish a subcontract. The waiver must include the proposed contract between the provider and another provider. Request for

waiver must be submitted no later than 30 days prior the beginning of the contract year. DSHS will respond to waiver requests within 10 business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.

- f. Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.
- g. Subrecipient will complete and sign Attachment B in compliance with the Federal Executive Order 12549 "Debarment and Suspension."

**FAILURE TO COMPLY WITH ANY OF THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 HEREIN AS WELL AS ANY OTHER TERM AND CONDITION OF THIS CONTRACT MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE WITHHOLDING OF FUTURE AWARDS. SUBRECIPIENT UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT SUBRECIPIENT'S PERFORMANCE OF THIS CONTRACT, INCLUDING SUBRECIPIENT'S COMPLIANCE WITH THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 OF THIS CONTRACT.**

## **7. STANDARDS FOR FINANCIAL MANAGEMENT**

- a. In accordance with 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.
- b. A separate cost center will be maintained within the general ledger for each Contract. Multiple cost centers may be used, provided the total cost in each of the cost centers equals and supports the reimbursement amount and the total cost reported to Tarrant County. A cost center is defined as a unique series of general ledger accounts established for the purpose of accumulating and categorizing expenses related to a specific cost objective. Each cost center will have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly reimbursement requests.
- c. Subrecipient shall maintain an effective accounting system, which will:
  - i. Identify and record valid transactions
  - ii. Record transactions to the proper accounting period in which transactions occurred
  - iii. Describe transactions in sufficient detail to permit proper classification

- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Contract requirements
  - v. Adequately identify the source and application of funds of each Grant Contract
  - vi. Generate current and accurate financial reports in accordance with Contract requirements
- d. Subrecipient will provide agency cost allocation plan to TCPH no later than 60 days from contract execution.

## **8. ALLOWABLE COST**

Tarrant County will reimburse the allowable costs incurred performing the project that are sufficiently documented. Subrecipient must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. Tarrant County will determine whether costs submitted by Subrecipient are allowable and eligible for reimbursement. If Tarrant County has paid funds to Subrecipient for unallowable or ineligible costs, Tarrant County will notify Subrecipient in writing, and Subrecipient shall return the funds to Tarrant County within 30 calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due date(s). Tarrant County may take repayment (recoup) from funds available under this Contract in the form of a reduction of reimbursement to fulfill Subrecipient's repayment obligations.

The Consolidated Appropriations Act, 2021 (Public Law 116-260), restricts the amount of direct salary that may be paid to an individual under a HHS grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. The Executive Level II salary level is \$199,300.

According to P.L. 116-260, Sec. 202: "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

## **9. REPORTS, INSPECTIONS, AND QM PLANS**

- a. Subrecipient will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format. Monthly reimbursement requests are due no later than the 15<sup>th</sup> day of the following calendar month. If the reporting due date falls on a weekend or holiday, the deadline is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.
- b. In order to protect and retain client data, Subrecipient will incorporate appropriate procedures, including the systematic creation and maintenance of end-user passwords and other security measures.

- c. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.
  
- d. When state or federal funds are involved, any authorized representatives of the local, state or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Subrecipient will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.
  
- e. County payment to Subrecipient does not stop the County from determining that certain costs were ineligible for reimbursement or that Program Income was not spent in accordance with this Contract. If the County later determines that a cost the County has paid for is ineligible for reimbursement, the Subrecipient will refund the ineligible amount to the County. Additionally, the County may withhold payment to the Subrecipient in order to:
  - 1. Recoup reimbursement for ineligible expenditures;
  - 2. Recoup ineligible use of Program Income; and
  - 3. Assure Subrecipient compliance with County's reporting requirements, program objectives, or other requirements relating to the Subrecipient's performance under this Contract.

The County reserves the right to redistribute and reallocate funds when necessary.

- f. An audit must be completed if required by 2 CFR Part 200.500-520 and or 45 CFR Part 75.501-520. If the guidance does not require a single audit, the Subrecipient will notify the County in writing.

## 10. PARTICIPANT RECORDS

- a. Subrecipient grants County, HHS, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Subrecipient pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. This right includes access to records of for-profit enterprises owned by the Subrecipient and collocated with the non-profit in the same building.

- b. County retains the right of access to Subrecipient's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise.
- c. Subrecipient will have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport and accessibility of client records.
- d. These documents will be maintained and retained by the Subrecipient in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Subrecipient will retain the records and documents in accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

## **11. EQUIPMENT AND SUPPLIES**

- a. Subrecipient will purchase and maintain any equipment and supplies procured under this Contract in conformity with applicable federal and state laws, regulations, and rules affecting the purchase of these items with Grant funds.
- b. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more. Any purchase of equipment must be consistent with the Uniform Guidance at 45 CFR Part 75, Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Consistent with 45 CFR 75.320, any equipment acquired using grant funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment must also be in compliance with relevant laws and regulations. Subrecipient must receive prior approval for all equipment purchases.
- c. The Subrecipient will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Subrecipient will insure all equipment at its replacement value against any loss, destruction or damage. In the event the Subrecipient is indemnified, insured, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment provided under this Contract, it will use the proceeds solely for the repair or replacement of this equipment.
- d. Subrecipient will attach a detailed, cumulative listing of equipment inventory to Subrecipient's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Subrecipient will attach a statement to that effect. Subrecipient's final billing for each Grant will not be accepted if this inventory or statement is not attached. Additionally, failure to include the inventory listing or statement may result in an audit finding on Subrecipient's monitoring review and/or delay of reimbursement. Audit findings may cause termination of Contract for cause or suspension of payment of funds.

- e. The Subrecipient will execute any necessary documents to transfer title of any equipment purchased with funds from this Contract to either the County, or any other party designated by the County; provided, however, that the County may at its option and to the extent allowed by law, transfer title of such property to the Subrecipient.
- f. For the purposes of the contract, Subrecipient may not use funds to make payments to intended recipients of service; to purchase a building or facility; or to improve a building or other facility.

**12. REPORTING REQUIREMENTS**

Subrecipient shall ensure reporting is completed in accordance with the following schedule:

<b>Report Type</b>	<b>When?</b>
Monthly request for reimbursement	Due by the 15 <sup>th</sup> day following the month end
Final request for reimbursement	Due 45 days from the end of contract term
Progress Reporting	Quarterly progress reports are due 15 days into the award and at the end of each fiscal quarter thereafter through the period of performance.
Final Performance	Due 60 days after end of period of performance

All reports must be sent electronically to Dr. J'Vonnah Maryman:  
[CovidDisparities@tarrantcountytexas.gov](mailto:CovidDisparities@tarrantcountytexas.gov)

**13. TERMS AND CONDITIONS OF PAYMENT**

- a. Tarrant County agrees to pay Subrecipient for reimbursable costs under the Grant only to the extent that Grant funds are available. Tarrant County will pay in accordance with the approved budget for each funded category listed in Attachment A.
- b. Tarrant County may provide advance payment of a portion of the award amount as start-up funding in according to Tarrant County Public Health Policy.
- c. Tarrant County approves and pays reimbursement requests within 30 days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. It is the responsibility of the Subrecipient to submit a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Subrecipient will submit complete monthly reimbursement requests within 15 days following the end of each month. If the 15<sup>th</sup> falls on a weekend or holiday, the deadline for the reimbursement request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday. A final close-out bill may be submitted no later than 45 days following the end of the contract term. Reimbursement requests and signature pages shall be submitted to the Tarrant County Public Health Department. To be considered a complete request, the following must be included:

- Cover page signed by the Subrecipient's authorized signatory.
- Supporting documentation

The reimbursement request must contain supporting documentation including service utilization reports. The following must be included to substantiate a reimbursement request:

- Request for Reimbursement form
- General Ledger (monthly, generated from Subrecipient's accounting system); or other supporting documentation acceptable to the Subrecipient
- Timesheets or Payroll Report (monthly, generated from Subrecipient's payroll system)- if budget included personnel
- Progress Reports to include performance and evaluation measures

Reimbursement requests will be reviewed to assure compliance with approved budget, federal cost principles, and contract goals.

- a. Subrecipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of any county, state, or federal entity providing the funds to conduct an audit or investigation in connection with those funds. Entities with the authority to conduct an audit or investigation include, but are not limited to, the Tarrant County Auditor's Office (TCAO), the Texas State Auditor's Office (SAO), or any successor agency to these entities. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the TCAO or SAO must provide the TCAO or SAO with access to any information the TCAO or SAO considers relevant to the investigation or audit. Subrecipient agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested.
- b. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Subrecipient shall e-mail a copy to [GrantNotification@tarrantcounty.com](mailto:GrantNotification@tarrantcounty.com)

#### 14. **TERMINATION**

- a. Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least 30 days prior to the intended date of termination. Termination under these circumstances does not nullify a reimbursable cost incurred for performance prior to the date of termination.
- b. This Contract may be terminated by the County in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either party, impossible. If the parties cannot amend the Contract to continue the services required by this Contract, then, upon written notification by the County to Subrecipient, the parties will be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the accrued costs prior to the date of termination.

#### 15. **PERSONNEL**

- a. All personnel funded by this Contract must be employees of Subrecipient, which is solely responsible for the employees' direction and control.

#### 16. **INDEPENDENT SUBRECIPIENT**

Subrecipient is an independent Subrecipient under the terms of this Contract and is not an officer, agent, servant or employee of the County.

#### 17. **ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other person not a party to this Contract. This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court; or Tarrant County, Texas if the matter arises in State Court.

#### 18. **CONTRACT COMPLIANCE**

County may withhold funds or terminate this Contract upon 30 calendar days written notice to the Subrecipient for non-compliance with Contract terms. Non-compliance occurs when a discrepancy is found between the actual delivery of services and what the Contract requires, including the Contract's administrative requirements.

#### 19. **1295 COMPLIANCE**

Subrecipient acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

**20. PROHIBITION ON BOYCOTT OF ISRAEL**

Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

**21. MISCELLANEOUS PROVISIONS**

**a. 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.

**b. No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the County or the subrecipient.

**c. 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 County.

**d. Proper Authority**

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

**22. INCORPORATION**

In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the MHMR

CDC hereby incorporates NOFO number CDC-RFA-OT21-2103, entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, and application dated May 1, 2021, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

**23. CONFIDENTIALITY**

Subrecipient will maintain a system to protect contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by the Subrecipient will be in accordance with applicable law.

**24. PILOT PROGRAM FOR ENHANCEMENT OF EMPLOYEE WHISTLEBLOWER PROTECTIONS**

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to the term and conditions that applies to the 48 Code of Federal Regulations (CFR) section 3.908 to the award and requires that recipients inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

**26. CONTRACT ATTACHMENTS**

1. Attachment A: Subrecipients Workplan Scope of Work and Budget
2. Attachment B: Debarment and Suspension Certification
3. Attachment C: Federal Award Identification Checklist
4. Attachment D: Addendum

**27. NOTICES**

All written notices required under this Contract, including proposed amendments, will be addressed and sent to:

COUNTY:

Address: Tarrant County Public Health  
1101 S. Main Street  
Fort Worth, TX 76104  
Attn: Dr. J'Vonnah Maryman

SUBRECIPIENT:

**My Health My Resources (MHMR)**  
3840 Hulen Street  
Fort Worth, TX 76107

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Subrecipient Name**

By: <sup>DocuSigned by:</sup> Susan Garnett  
<sub>204516F5EA1FAC1</sub>

Printed Name: Susan Garnett

Title: CEO

Date: 11/29/2023

**COUNTY OF TARRANT**

**STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare**  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**Attachment A: MHMR of Tarrant County CDC COVID-19 Disparities Scope Of Work**

<b>Strategy Description</b>	Strategy 3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved		
<b>NOFO Outcome(s) Addressed</b>	<ol style="list-style-type: none"> <li>1. Reduced COVID-19-related health disparities.</li> <li>2. Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.</li> <li>3. Increased community and cross-sectoral partnerships,</li> <li>4. Improved data collection, management, analysis, and reporting,</li> <li>5. Expanded workforce and capacity to address COVID-19 health disparities,</li> <li>6. Increased vaccination efforts and rates.</li> </ol>		
<b>Other Outcome(s)</b>	<ol style="list-style-type: none"> <li>1. Improve COVID-19 Testing among populations that are at higher risk and underserved.</li> <li>2. Improve vaccine acceptance among groups with high vaccine hesitancy rates.</li> <li>3. Enhance contact tracing for specialized populations that are more susceptible to COVID-19 infections.</li> </ol>		
<b>Data Source(s) Used to Identify Population(s) of Focus</b>	<p>For this strategy, we will focus on specialized populations residing in low-income zip codes of 76105 (Fort Worth/Stop 6), 76119 (Fort Worth/Forest Hill), 76010 (East Arlington), and 76011 (East Arlington), 76112 (Fort Worth/Arlington), and 76113 (Fort Worth).</p> <p>Specialized populations of focus include racial and ethnic minorities (Blacks or African Americans, Hispanic, Latinos or Latinx, and Asian); people with intellectual and developmental disabilities (IDD); those experiencing homelessness; those with mental illness, substance use disorders (SUDs), and/or co-occurring disorders; children and youth under 18 and their families.</p> <p>We have identified these populations utilizing MHMR internal data, COVID-19 Community Vulnerability Index. and Census.gov.</p>		
<b>Estimated Amount of Funding Allocated to Strategy</b>	<b>\$200,888.00</b>	<b>Estimated Amount of Strategy Funding Allocated for Rural Activities</b>	<b>\$0</b>
<b>Rural Carve Out</b>	Not applicable		
<b>Technical Assistance Needed</b>	No	If Yes, please describe	
<b>Activity 1 Title</b>	Specialized Populations: Provide Accessible COVID-19 Diagnostic and Screening Testing Through Family Navigation, Service Coordination, and Case Management/Peer Support Services.		
<b>Activity Focus</b>	<p>Testing</p> <p>Contract tracing and case investigation</p> <p>Vaccine administration support</p> <p>Identify and establish collaborations with critical partners</p> <p>Data collection or analysis</p> <p>Culturally appropriate messaging</p> <p>Health equity training</p>		

	Community capacity/engagement Programs/services/resources Data systems infrastructure Preventive care and disease management Evaluation Health education Social determinants of health Mental and behavioral health Communications Addressing mistrust or hesitancy	
<b>Other Activity Focus (if applicable)</b>		
<b>Racial and Ethnic Population(s) of Focus</b>	Asian Black or African American Hispanic, Latino or Latinx	
<b>Describe the Racial and Ethnic Population(s) (if applicable)</b>	Annual reporting found 68, 887 unduplicated patients were served in FY 2020 throughout the agency's service area (White 69%; Black: 27%; Asian: 2%; Hispanic: 19%; More than one race: 2%).	
<b>Other Population(s) of Focus</b>	People experiencing homelessness People with disabilities People with substance use disorders People experiencing poverty People experiencing mental illness Youth and young adults. Non-U.S. born persons	Religious minority Lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons People living in other congregate housing (not legally bound) Adults aged 65 and older
<b>Other Population (if applicable)</b>	Children and youth up to age 17 and their families.	
<b>What will be our impact? How many people will we touch? Estimated Reach of Population(s) of Focus</b>	Our goal is to impact at least 6,500 individuals in the targeted zip codes.  The estimated reach of the population who qualify for services through either navigation, services coordination, or peer support services is 30,971. This data is based on the targeted zip codes. In 2020, MHMR provided direct services for more than 68,877 adults, adolescents, and children. Additionally, MHMR fielded more than 120,460 calls during the year for screenings, assessments, and crisis services.	
<b>Where will we focus our efforts geographically? Geographic Area</b>	Urban  Tarrant County Zip Codes: 76105, 76119, 76010, 76011, 76112, and 76113	
<b>Where will we engage our population of focus? Setting</b>	Faith based Home LHD	Shelters/Group homes Worksite Governmental organizations focused on non-health services and Community

	Medical/Clinical Recreational facility Senior Residence/LTC		
<b>Activity Description – include overall project deliverables</b>	<b>Contributing Partners Who needs to be at the table to do this work?</b>	<b>Partner Type (select one - see list below)</b>	<b>Other Partner Type (if applicable)</b>
<p>MHMR of Tarrant County is on the frontlines to continue providing critical mental health services and supports for people with IDD, SUDs, those experiencing homelessness, and families in need of early childhood and family interventions. The COVID-19 pandemic has affected the agency's clinic-based and in-person services across the agency, though continues to operate 24/7 in-person and prioritizing the community's health and safety.</p> <p>The identified problem addressed with these activities is the known disparities of healthcare, knowledge, and access for those with mental illness, substance use disorders (SUDs), and intellectual and developmental disabilities (IDD), which makes this population at high risk for COVID-19. Accessing appropriate healthcare for those at greatest risk is negatively affected by: 1) poor community-wide knowledge of the mental illness, SUDs, and IDD; 2) transportation issues; and 3) difficulties in communication, including language and cultural barriers.</p> <p>These known barriers will be addressed by utilizing current staff in each of MHMR's three Divisions – Behavioral Health Services (BHS), Child and Family Services (CFS), and Disability Services (DS). These professionals will include, Qualified Mental Health Professionals (QMHPs) of the BHS division, Help Me Grow (HMG) Navigators of the CFS division, and Disability Services Coordinators of the DS division. These staff have trusted relationships with those who reside in the targeted zip codes due to experienced developed in our current initiatives such as Street Outreach, HMG North Texas (HMGNTX), Porch Visits, and the Tarrant County Healthy Community Collaborative – just to name a few.</p> <p>QMHPs provide extensive continuity of care across the spectrum of health services including physical and behavioral healthcare, social services, housing, educational systems, and employment opportunities as necessary to facilitate the wellness and recovery of the whole person. For this work plan, these staff will make contact with the individuals to encourage testing and vaccination uptake, as well as maintain involvement at a frequency based on the strength, needs, abilities, and preferences of the individual.</p>	MHMR Community Advisory Councils (CACs)	Council	
	Tarrant County Public Health (TCPH)	Local health department	
	Texas Department of Health and Human Services Commission (HHSC)	State health department	
	Help Me Grow North Texas (HMGNTX)	coalition or other working group	
	Fort Worth ISD	Schools/school districts	

HMG Navigators provides access and referral service coordination to families with children as 0 to 17. These staff members are also responsible for managing calls into the Help Me Grow North Texas (HMGNTX) call center. As parents and caregivers call into the call center for assistance, the Navigators Connects callers to the most appropriate internal and/or external resources, as well as works with families ensuring that all needs are being met or follow-up is scheduled. For this work plan, these staff will make contact with the families with children to provide outreach and access to COVID-19 resources, education, screening, and testing information.

Disability Services Coordinators provide persons with IDD assistance in accessing medical, social, educational, and other appropriate services and supports that will help an individual achieve a quality of life and community participation acceptable to the individual. Services may include support in the individual's home or family home, behavioral supports, or other services that may be available through partner agencies.

The QMHPs, Family Support Coach Navigators, Disability Services Coordinators will be tasked with providing COVID-19 education, developmental toolkits, and supports to identified clients who received services and supports via zip code locations such as Family Resource Centers throughout the grant period. These staff will also assist in appointment set-up for testing, vaccination, and contact tracing ultimately reducing COVID-19 risks and infection rates.

Under the leadership of our Chief Quality Officer/Chief Nursing Officer, key milestones will include:

1. Maximize the use of the Help Me Grow North Texas (HMGNTX) call center and website, information to includes COVID-19 resources, education, screening, and testing information will be available for families of children age 0 to 17.
2. Trained staff will be present in locations such as FRCs in community neighborhoods to support COVID-19 screening and diagnostics to the populations of focus.
3. Provide navigation, case management, peer support services, and service coordination to distribute COVID-19 packets and educational resources in order to improve testing and vaccination rates among the populations of focus.

<p>4. Provide community outreach, and COVID-19 packets, and educational resource packets through current programs in partnership with local advisory councils, local school districts, social services/healthcare providers, community-based and civic organizations, and other partners.</p> <p>5. Implement agency-wide contact tracing protocols in accordance with Tarrant County Public Health Department's recommendations.</p>			
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**Partner Type:**

- Academic institutions (e.g., minority-serving institutions—historically Black colleges and universities, Hispanic Association of Colleges and Universities, American Indian Higher Education Consortium, tribal colleges and universities, Asian American and Pacific Islander-serving institutions)
- Asian American and Pacific Islander-Serving Institution
- Business, corporations, or industry
- Community-based and civic organizations (e.g., fraternities, sororities, foundations, nonprofit with 501[c][3] status)
- Correctional facilities and institutions
- Faith-based organizations
- Governmental organizations focused on non-health services
- Healthcare providers
- Health-related organizations (e.g., pharmacies, testing centers, community health centers)
- Local governmental agencies and community leaders
- Nongovernmental organizations
- Rural health clinics and critical access hospitals
- Schools/school district
- Social services providers
- State offices of rural health (SORH) or equivalent
- Tribes, tribal organizations
- Other—please specify

Key Contracts & Consultants	Key Deliverables/Outputs Include Process & Outcome Measures	Amount of Funding	New Contract	Start Date	End Date
None	N/A	N/A	No	N/A	N/A

Key Deliverables/Outputs Include Process & Outcome Measures	Start Date	End Date
Individual Developmental Kits for youth and those with IDD <ul style="list-style-type: none"> <li>• Supply allocation goals               <ul style="list-style-type: none"> <li>○ 2,100</li> </ul> </li> </ul>	Date of last contract signature	5-31-24
COVID-19 Toolkits for household distribution <ul style="list-style-type: none"> <li>• Supply allocation goals               <ul style="list-style-type: none"> <li>○ 1,400</li> </ul> </li> </ul>	Date of last contract signature	5-31-24
Trained staff who are competent on COVID-19 topics such as communication, outreach, vaccination, infection control, and self-care	Date of last contract signature	5-31-24
Locations where staff will be present to support COVID-19 screening, diagnostics, contact tracing, and vaccination to the populations of focus.	Date of last contract signature	5-31-24

## MHMR Budget Itemization and Narrative

### I. Categorical Budget Summary

Overall Category	Total Project Cost
<i>Personnel</i>	\$30,904
<i>Fringe</i>	\$10,819
<i>Equipment</i>	\$2,165
<i>Supplies</i>	\$108,915
<i>Travel</i>	\$0
<i>Other</i>	\$20,690
<i>Consultant</i>	\$0
<i>Indirect (15.79%)</i>	\$27,395
<b>Total</b>	<b>\$200,888</b>

### II. Salaries and Wages

Position Title and Name	Annual Salary	Time	Months	Amount Requested
Business Operations Coordinator, Janice Cabral	\$40,560.00	.33 FTE	7 months	\$7,808
Quality Nurse Coordinator, Turania Jones	\$84,999.99	.33 FTE	7 months	\$16,363
Evaluator, Mary Rarden	\$46,165.68	.25 FTE	7 months	\$6,733
<b>Total Personnel</b>				<b>\$30,904</b>

**Justification:**

Business Operations Coordinator will assist with tracking of the budget, coordinating the implementation of project activities and ordering/development of the tool kits on a day-to day basis and assist with internal and external coordination.

Quality Nurse Coordinator will assist with managing the implementation of project activities on a day-to day basis under the supervision of the Chief Nursing Director, assist with internal staff coordination and external coordination in the community.

The Evaluator will be responsible for tracking outcomes of the project. They will assist in the in the planning, designing, and development of research/evaluation projects. The Evaluator will also be responsible for analyzing and evaluating, data from the project and communicating the results.

**III. Fringe Benefits**

Fringe Benefit	Percentage of Salary	Amount Requested
Retirement	6%	\$ 1,855
FICA	7.65%	\$ 2,365
Insurance	18.85%	\$ 5,826
Workers Compensation	2.5%	\$ 773
<b>Total Fringe</b>	<b>35%</b>	<b>\$10,819</b>

**Justification:**

Retirement 6%, FICA 7.65%, Health Insurance 18.85%, and Worker Compensation 2.5% = 35%

**IV. Equipment**

Item Requested	Number Needed	Unit Cost	Amount Requested
Computer User Fees	.91 FTE	288.13 x 7 months	\$1,836
Computer Lease Fees	.91 FTE	51.56 x 7 months	\$329
<b>Total Equipment</b>			<b>\$2,165</b>

**Justification:**

Computer User Fees- Fee established by the agency that are based on FTEs.

Computer Lease Fees - This is in accordance with our agency agreement with Dell and not something that the program has ability to modify rate. (Laptop, Monitor, Docking Station, Keyboard and Mouse) -51.56 x 7 x .91 FTEs = \$329

**V. Supplies**

Item Requested	Type	Number Needed	Unit Cost	Amount Requested
Individual Developmental Kits for youth and other persons with intellectual and developmental disabilities (IDD)	Coloring pages, stickers, crayons, wooden puzzles, nesting cups, beach balls, bubbles	2,100	\$23.39	49,119
COVID-19 Toolkits	thermometer, oral thermometer sleeves, masks, hand sanitizer, COVID test Kits	1,400	\$42.71074	59,796
<b>Total Supplies</b>				<b>\$108,915</b>

**Justification:**

Developmental Kits for Youth are utilized during outreach for goodwill to engage children and youth, and persons with IDD while educating them about Covid-19 prevention measures.

COVID-19 Toolkits needed to give to families during outreach for goodwill and to self-monitor for health and safety.

**VI. Travel**

Travel (In-State and Out-of-State) Total \$ 0

Travel Total \$ 0

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
N/A			0	0	0
<b>Total</b>					<b>\$0</b>

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
N/A				
<b>Total</b>				

**Justification:** We will not be requesting funds for Travel.

**VII. Other**

Item Requested	Number of Months	Estimated Cost per print	Number of Staff	Amount Requested
Printing	3,400	\$0.75 (rounded)		\$2,550

Software Fees	7	\$2,836.54	.91 FTE	\$18,069
Professional Insurance	7	10.127	.91 FTE	\$71
<b>Total</b>				<b>\$20,690</b>

**Justification:**

Printing Materials for distribution and inclusion within the Developmental Kits and COVID Toolkits. (.75 x 3,400 = \$2,550)

Computer/Information Systems (\$2,836.54 x .91 FTE/12 x 7 months = 18,069)- The standard staff software license package fees are 2,836.54 annually and include licenses for MyAvatar (electronic health record), Benefit Focus, Relias Training, Awarity, Talent Cadient and Microsoft Office

Professional Insurance required for all staff is a requirement for our agency. (

**VIII. Consultant Costs**

Position Title and Name	Amount	Time	Months	Amount Requested
N/A				
<b>Total</b>				

**Justification: We will not be requesting funds for Consultant Costs.**

**VIII. Indirect Costs**

Base	Indirect Cost Rate	Amount Requested
	15.79%	\$27,395
<b>Total</b>		<b>\$27,395</b>



**Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.**

**Debarment:**

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Susan Garnett, CEO (Name)  
\_\_\_\_\_  
MHMR of Tarrant County (Company)  
\_\_\_\_\_  
3840 Hulen St. (Address)  
\_\_\_\_\_  
Fort Worth, TX 76107 (Address)  
PHONE 817-569-4518 -- FAX \_\_\_\_\_  
EMAIL CEO@mhmr t.org \_\_\_\_\_

*Susan Garnett*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
May 8, 2023

\_\_\_\_\_  
Date

**ATTACHMENT C  
FEDERAL AWARD IDENTIFICATION CHECKLIST  
(Grants awarded after 12/26/2014)**

**Federal Award Checklist**

1	Subrecipient Name	My Health My Resources
2	Subrecipient DUNS Number	
3	Federal Award Identification Number (FAIN)	NH751T000054
4	Federal Award Date	5/26/2021
5	Subaward Period of Performance Start and End Date	Date of Contract approval through 5/31/2024
6	Amount of Federal funds Obligated by this Action	\$27,241,785.00
7	Amount of Federal funds Obligated to this Subrecipient	\$200,888.00
8	Federal Award Project Description, as required by FFATA	Addressing COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities in Tarrant County.
9	Name of Federal Awarding Agency	Centers for Disease Control and Prevention (CDC)
10	Pass-Through Entity	Tarrant County
11	Contact Information of Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.391 Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
13	Identification of whether the award is R&D	N/A
14	Indirect Cost Rate	N/A

**This Addendum relates to the following contract:** Subrecipient Contract Between Tarrant County and My Health My Resources

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**Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

DocuSigned by:  
*Susan Garnett*  
3D4518E5EAF14C1

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Signature  
Susan Garnett

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Printed Name  
CEO

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Title  
MHMR of Tarrant County

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Entity/Company Name  
11/29/2023

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Date signed