

The State of Texas §
§
County of Tarrant §

SUBRECIPIENT CONTRACT

This Subrecipient Contracts is made and entered into by and between Tarrant County, Texas ("COUNTY"), on behalf of Tarrant County Public Health ("TCPH"), and Tarrant County Hospital District dba JPS Health Network ("SUBRECIPIENT").

1. BACKGROUND

Tarrant County, Texas has received a 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 which increases 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 that are 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 that are 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 the guidance for the delivery of services provided for 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:

JPS Outreach

1. Reduced COVID-19-related health disparities.
2. Improved and increased testing and contact tracing among populations that are 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 for 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 J--II-IS, 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 vaccine 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-14: Accounting System Requirements*
- ☐ *AR-15: Proof of Non-profit Status*
- ☐ *AR-16: Security Clearance Requirement*
- ☐ *AR-21: Small, Minority, And Women-owned Business*
- ☐ *AR-23: Compliance with 45 CFR Part 87*
- ☐ *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 \$191,587.00 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 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) 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 (NOFO) 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 begins on 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.

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 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:
 - o Identify and record valid transactions.
 - o Record transactions to the proper accounting period in which transactions occurred.
 - o Describe transactions in sufficient detail to permit proper classification.
 - o 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.
 - o Adequately identify the source and application of funds of each Grant Contract
 - o 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 in 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. Tarrant County may take repayment (recoup) from funds available under this Contract in amounts necessary 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 currently \$199,300.

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 15th 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 County in writing.

10. **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 \$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.

11. REPORTING REQUIREMENTS

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

| Report Type | When? |
|-----------------------------------|---|
| Monthly request for reimbursement | Due by the 15 th day of the following month |
| 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 covid1disparities@tarrantcountytx.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 startup funding 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.
- d. Subrecipient will submit complete monthly reimbursement requests within 15 days following the end of each month. If the 15th 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 should be submitted to TCPH. 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 may be requested 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.

13. 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 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.

14. PERSONNEL

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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 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 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 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 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.

25. 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

26. **NOTICES**

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

COUNTY:

Tarrant County

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

SUBRECIPIENT:

Tarrant County Hospital District dba JPS Health Network
1500 S. Main St, Fort Worth, TX 76104

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.

Tarrant County Hospital District dba JPS Health Network

By: Karen Duncan

Title: CEO & President

Date: 10-19-2023 | 4:37 PM CDT

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.

CDC COVID-19 Disparities Work Plan Strategy 4 Activity 2
JPS Health Network Outreach Partnerships to Provide Better Health Outcomes to COVID-19

| | | | |
|---|--|--|----------------|
| Strategy Description | 4: Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved | | |
| NOFO Outcome(s) Addressed (Select all that apply) | Reduced COVID-19-related health disparities. Increased community and cross-sectoral partnerships Improved data collection, management, analysis, and reporting | | |
| Other Outcome(s) (as identified by applicant) | | | |
| Data Source(s) Used to Identify Population(s) of Focus | For this strategy we will focus on at higher risk patients who are underserved, including racial and ethnic minority populations in the JPS catchment area. We identified these populations using data from the "COVID-19 Community Vulnerability Index" and the JPS Health Network 2020 Community Health Needs Assessment (CHNA). | | |
| Estimated Amount of Funding Allocated to Strategy Dollar Amount) | \$191,587 | Estimated Amount of Strategy Funding Allocated for Rural Activities (Dollar Amount) (if applicable) | \$0 |
| Rural Carve Out | Not applicable | | |
| Technical Assistance Needs | No | If Yes, please describe | Not Applicable |
| Activity 1 Title | JPS Health Network Outreach Partnerships to Provide Better Health Outcomes to COVID-19 | | |

| | | | |
|--|---|--|--|
| Activity Focus (Select all that apply) | Partnerships Data collection or analysis Community capacity/engagement Programs/services/resources Preventive care and disease management Social Determinants of Health, Mental and Behavioral Health Not Applicable | | |
| Other Activity Focus (if applicable) | | | |
| Population(s) of Focus (Select all that apply) | People experiencing homelessness People with disabilities People with substance use disorders People experiencing poverty People experiencing mental illness Lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons Adults aged 65 and older | Describe the Rural Population Served (if applicable) | Not Applicable |
| Racial and Ethnic Population(s) of Focus (Select all that apply) | Alaska Native American Indian Asian Black or African American Hispanic, Latino or Latinx Native Hawaiian and Pacific Islanders | Describe the Racial and Ethnic Population(s) (if applicable) | JPS cares for a large number of patients who have diverse racial or ethnic origins and complex social needs and challenges. In 2020 at JPS, over 200 languages were requested by our patients, with most requested Spanish, Vietnamese, Arabic, French, Nepali, and Burmese. |
| Other Population (if applicable) | Not Applicable | | |
| Estimated Reach of Activity | 3,000 | | |

| | | | | |
|---|---|--|--|--|
| Geographic Area (Select one) | Urban – JPS geographical catchment area in Tarrant County | | | |
| Setting (Select one) | Medical/Clinical | | | |
| Activity Description – include overall project deliverables | | | | |
| <p>JPS Health Network's Office of Community Outreach strengthens and builds community linkages internally and externally to the Network that improves the health and well-being of the residents of Tarrant County.</p> <p>JPS Community Outreach's key focus areas include:</p> <ul style="list-style-type: none"> • Developing and maintaining community collaborations and partnerships; • Participating at community events and speaking engagements and; • Implementing community based programs <p>JPS Community Outreach will provide education and awareness on the effectiveness and safety of the COVID-19 vaccine to Latino, African American and other populations of color in targeted Zip codes and areas of Arlington. JPS Community Outreach will educate patients, prospective patients and community residents on the safety and effectiveness of the COVID-</p> | | Contributing Partners Who needs to be at the table to do this work? Tarrant County Public Health Department | Partner Type (select one - see list below) Healthcare providers | Other Partner Type (if applicable) |

| | | |
|--|--|--|
| <p>19 vaccines as well as continued mitigation efforts such as hand washing, mask wearing and social distancing. The overarching goal will help to build trust among our underserved, racial and ethnic minority populations. JPS Community Outreach Manager will work with 2 Community Outreach Workers to expand upon the current outreach methodologies in place to ensure greater reach to all of the targeted populations by developing an Action Plan for outreach, strategic intervention and messaging. JPS Community Outreach will develop an Action Plan that will build community capacity to reach disproportionately affected populations in Tarrant County with effective culturally and linguistically tailored programs and practices that will build trust, increase vaccine testing, and provide access to healthcare strategies that can mitigate mortality due to COVID-19 and co-morbidities.</p> <p>There are five key milestones:</p> <ol style="list-style-type: none">1. Establish a formal partnership with the local chamber of commerce, ethnic and racial leader groups and local businesses.2. Create an agreed upon business policy that allows workers to use company time to get tested and vaccinated.3. Engage community stakeholders in partnership for distribution of education materials:<ul style="list-style-type: none">• Rack cards• Flyers• Posters• Business cards4. Convene Virtual Education and In-Person outreach sessions – speaking engagements with community partners or virtual health fairs. Such as COVID Classes and Myth Busters.5. Establish Informational Sessions and Surveys – for example, create an electronic survey for ease of delivery. | | |
|--|--|--|

| Key Deliverables/Outputs | Activity Start Date | Activity End Date |
|----------------------------------|------------------------|-------------------|
| Information Sessions and Surveys | Date of last signature | 05/31/2024 |

| Action Plan Development | | Date of last signature | 05/31/2024 |
|--|--|------------------------|------------|
| Intervention and Outreach including Virtual education | | Date of last signature | 05/31/2024 |
| Action Plan Completion and Implementation | | Date of last signature | 05/31/2024 |
| Disseminate scientifically accurate, culturally and linguistic responsive information, we expect our target populations to have a reduction of risk to COVID-19 by 30% by 5/31/2024. | | Date of last signature | 05/31/2024 |
| | | | |
| | | | |
| | | | |
| | | | |

CDC COVID-19 Disparities Work Plan Strategy 4 Activity 2

Budget Itemization and Narrative

Please submit budgets in this template and provide budget justification. Justification may be listed under each table. We understand your organization may require different documents should you be funded.

I. Categorical Budget Summary

| Overall Category | Total Project Cost |
|---------------------------|--------------------|
| <i>Personnel</i> | \$127,026 |
| <i>Fringe</i> | \$32,394 |
| <i>Equipment</i> | \$0 |
| <i>Supplies</i> | \$11,250 |
| <i>Travel</i> | \$1,000 |
| <i>Other</i> | \$2,500 |
| <i>Consultant</i> | \$0 |
| Indirect (10% de minimis) | \$17,417 |
| Total | \$191,587 |

Indirect Costs: This will charge a 10% de minimis rate of total modified direct costs under 2 CFR 200.414, consistent with federal awards.

II. Salaries and Wages

| Position Title and Name | Annual Salary | Time | Months | Amount Requested |
|------------------------------------|---------------|------|--------|------------------|
| <i>Community Outreach Manager,</i> | \$90,084 | 30% | 12 | \$27,026 |
| <i>Community Outreach Worker</i> | \$50,000 | 100% | 12 | \$50,000 |
| <i>Community Outreach Worker</i> | \$50,000 | 100% | 12 | \$50,000 |
| Total Personnel | | | | \$127,026 |

Job Description: Community Outreach Manager

This position provides oversight and direction of the development of the JPS COVID-19 Outreach Action Plan and will serve as the lead over the two Community Outreach Workers.

Their tasks include stakeholder analysis and coordination with key agencies, interprets, reviews and approves required data and is responsible for ensuring reports and documentation are submitted to the CDC in a timely manner. This position is directly linked to overarching strategy #4.

Job Description: Community Outreach Worker

The 2.0 FTE Community Outreach Workers will be required to provide output of the deliverables listed above. They will also be responsible for submitting to their oversight, timely reporting that will provide progress on a weekly basis of the development of the action plan. The Manager of Community Outreach will be the supervisor and will be responsible for ensuring grant compliance. Monitoring and supervising will be completed per JPS guidelines for employee accountability. The Community Outreach Worker will

be accountable for pre-designed output metrics. They will compile all outputs into a spreadsheet that will track deliverables and contacts.

III. Fringe Benefits

Personnel -

| Fringe Benefit | Percentage of Salary | Amount Requested |
|---|----------------------|------------------|
| Retirement | 5.27% | \$6,695 |
| FICA | 7.65% | \$9,718 |
| Insurance | 11.34% | \$14,405 |
| Unemployment | 0.28% | \$356 |
| Workers Compensation | 0.59% | \$750 |
| Disability | 0.37% | \$470 |
| Total Fringe (12 months for 2.50 FTE) | 25.50% | |
| Fringe Based off the Amount Requested Year 3 | | \$32,394 |

IV. **Equipment** - Tangible, non-expendable personal property (including exempt property) that has a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

| Item Requested | Number Needed | Unit Cost | Amount Requested |
|----------------|---------------|-----------|------------------|
|----------------|---------------|-----------|------------------|

| | | | |
|------------------------|--|--|------------|
| N/A | | | |
| Total Equipment | | | \$0 |

V Supplies –

| Item Requested | Type | Number Needed | Unit Cost | Amount Requested |
|--|------|---------------|-----------|------------------|
| <i>COVID vaccine/doctor appointment reminder cards/magnets</i> | N/A | 2,500 | 2.50 | \$6,250 |
| <i>Hand sanitizer/wipes</i> | N/A | 5,000 | \$1.00 | \$5,000 |
| Total Supplies | | | | \$11,250 |

VI. Travel (In-State) Total \$1,000

| Number of Trips | Number of People | Cost of Airfare | Number of Total Miles | Cost per Mile | Amount Requested |
|-----------------|------------------|-----------------|-----------------------|---------------|------------------|
| | 2 | N/A | 1,538.46 mi. | \$0.65 | \$1,000 |
| Total | | | | | \$1,000 |

Local travel will be necessary for one Community Outreach Manager and two Community Outreach Workers to accomplish successful outreach methods. The JPS Catchment area spans multiple cities in Tarrant County.

| Per Diem or Lodging | Number of People | Number of Units | Unit Cost | Amount Requested |
|------------------------|---------------------|--------------------|-----------|---------------------|
| Per Diem | | | | |
| Lodging | | | | |
| Total | | | | \$0 |

Travel (Out-of-State): Total \$ 0

| Number of Trips | Number of People | Cost of Airfare | Number of Total Miles | Cost per Mile | Amount Requested |
|--------------------|---------------------|-----------------|--------------------------|------------------|---------------------|
| N/A | | | | | |
| Total | | | | | \$0 |

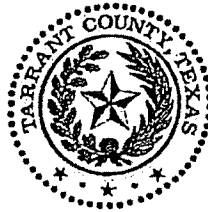
| Per Diem or Lodging | Number of People | Number of Units | Unit Cost | Amount Requested |
|------------------------|---------------------|--------------------|-----------|---------------------|
| N/A | | | | |
| Total | | | | \$0 |

| Ground Transportation | Number of People | Amount Requested |
|--------------------------|---------------------|---------------------|
| N/A | | \$0 |

| | | |
|-------|--|-----|
| Total | | \$0 |
|-------|--|-----|

VII. Other - \$2,500

| Item Requested | Number Needed | Unit Cost | Amount Requested |
|---------------------------|-----------------|-----------|------------------|
| Printing/ Flyers /Posters | 1,000 documents | \$2.50 | \$2,500 |
| Total | | | \$2,500 |



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.

Dr. Karen Duncan (Name)
Tarrant County Hospital District (Company)
1500 S. Main Street (Address)
Fort Worth, TX 76104 (Address)
PHONE 817 702- 5913 -- FAX 817 702-6768
EMAIL Grants@jpshealth.org

DocuSigned by:

Karen Duncan
067CAFC7B0A2418

Signature

May 9, 2023 | 6:50 AM CDT
Date

Attachment C

Federal Award Identification Checklist
(Grants awarded after 12/26/2014)

| | | |
|----|---|--|
| 1 | Subrecipient Name | Tarrant County Hospital District |
| 2 | Subrecipient DUNS Number | 0683689010000 |
| 3 | Federal Award Identification Number (FAIN) | NHT750T000054 |
| 4 | Federal Award Date | Contract Signing Date through May 31, 2024 |
| 5 | Subaward Period of Performance Start and End Date | Date of last contract signature to |
| 6 | Amount of Federal Funds Obligated by This Action | \$27,241,785.00 |
| 7 | Amount of Federal funds Obligated to this Subrecipient | \$191,587 |
| 8 | Federal Award Project Description, as required by FFATA | Addressing COVID 19 Health Disparities Among Populations as High Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities in Tarrant County, TX. |
| 9 | Name of Federal Awarding Agency | Center for Disease Control and Prevention |
| 10 | Pass-Through Entity | Tarrant County |
| 11 | Contact Information of Awarding Official | Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001 |
| 12 | Identification of whether the award is R&D | N/A |
| 13 | Indirect Cost Rate | N/A |

This Addendum relates to the following contract: Subrecipient Contract between Tarrant County
and Tarrant County Hospital District

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.

Karen Duncan

Signature

Dr. Karen Duncan

Printed Name

CEO & President

Title

Tarrant County Hospital District DBA JPS Health Network

Entity/Company Name

10-19-2023 | 4:37 PM CDT

Date signed