

AGREEMENT FOR THE DISTRIBUTION OF CORONAVIRUS RELIEF FUNDS

This Agreement (“Agreement”) is between Tarrant County, Texas (the “COUNTY”) and the North Texas Area Community Health Center (“NTACHC”) and shall be effective on the date that the signature of the last Party is affixed (“Effective Date”). COUNTY and NTACHC are individually referred to herein as a “Party” and collectively are referred to herein as the “Parties.” The COUNTY and NTACHC have each reviewed this Agreement and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge B. Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES Act”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

WHEREAS, the COUNTY has received CARES Act Coronavirus Relief Funds (“FUNDS”), awarded as C.F.D.A. #21.019 to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, U.S. Treasury guidance states that COVID-19 related expenses for public safety measures undertaken in response to COVID-19 is an eligible use of FUNDS; and

WHEREAS, U.S. Treasury guidance states that payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating the COVID-19 health emergency is an eligible use of FUNDS; and

WHEREAS, the CDC has emphasized the importance of reducing the number of flu cases during the national COVID-19 pandemic: “Routine vaccination prevents illnesses that lead to unnecessary medical visits and hospitalizations, which further strain the healthcare system... flu vaccination will be very important to reduce flu because it can help reduce the overall impact of respiratory illnesses on the population and thus lessen the resulting burden on the healthcare system during the COVID-19 pandemic.” The CDC estimates approximately 410,000 – 740,000 people were hospitalized during the previous year’s flu season.

WHEREAS, as of October 29, 2020 there were more than 66,000 cases of COVID-19 in Tarrant County; and

WHEREAS, this Agreement is made pursuant to the authority of Sections 791.001-792.029 of the Texas Government Code; and

WHEREAS, the expenses of any payments or performance required by this Agreement shall come from current revenues legally available to the Parties; and

WHEREAS, the subject of this contract is necessary for the benefit of the public and each Party has the legal authority to perform and provide the governmental function or service which is the subject matter of this contract;

WHEREAS, the COUNTY has arranged to obtain up to 20,000 flu vaccines to be used in this effort.

THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the COUNTY and NTACHC agree to the following:

I.

ADMINISTRATION OF CARES ACT FUNDED FLU VACCINES FOR THE UNINSURED

The COUNTY shall pay NTACHC for the administration of the aforementioned flu vaccines under the following program guidance:

1. County will distribute CRF-funded flu vaccines to NTACHC for use in this program and will document distributed quantities.
2. Distributed vaccines shall be provided solely to uninsured individuals as part of a flu immunization program expansion focused on maintaining hospital capacity during the COVID-19 pandemic.
3. Should NTACHC begin administering these vaccines prior to the Effective Date of this agreement, County will reimburse NTACHC for those administered vaccines, pending reporting/invoicing as outlined in Paragraph II.
4. The vaccines shall be administered through NTACHC clinics or community events, such as health fairs.
5. NTACHC shall individually track inventory and record the administration of the vaccines into the EMR.

In consideration the COUNTY shall pay NTACHC an administration fee of TEN DOLLARS (\$10.00) per vaccine administered by NTACHC of these CARES ACT funded flu vaccine doses.

NTACHC acknowledges that it is a Sub-Recipient of the COUNTY's CARES Act FUNDS and shall follow guidelines as provided in **Exhibit "A"**, and all guidance issued by the U.S. Treasury pertaining to the proper use of CARES Act FUNDS. CARES Act FUNDS not used in compliance with the CARES Act are subject to recapture by the COUNTY.

II.

REPORTING REQUIREMENTS

A monthly invoice shall be due to the COUNTY prior to the fifteenth (15th) day of each month. Invoice shall include the number of doses administered, and location where this was done. NTACHC shall also comply with additional reporting requirements as requested by the COUNTY and mutually agreed upon throughout the duration of this Agreement.

APPLICANT asserts that it has or will obtain a Data Universal Numbering System ("DUNS") number and has registered or will register at Sam.gov. APPLICANT agrees to provide COUNTY with its DUNS number and Sam.gov registration expiration as part of its monthly reporting.

Invoice shall be sent to:

Tarrant County Public Health
1101 S. Main St.
Fort Worth, TX 76104
Attn: Jessie Allen

Email: JAAllen@tarrantcounty.com

III.
DOCUMENTATION

NTACHC shall maintain accurate programmatic and fiscal records regarding administration of flu vaccines, and shall keep and maintain, for a period no less than five (5) years after final payment is received, any and all records relating to the program referred to herein.

IV.
TERM/TERMINATION

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for an initial term ending December 30, 2020. Either COUNTY or NTACHC may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

V.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the applicable Party hereto at its address set forth below:

NTACHC:	Gerry Whittaker 2332 Beverly Hills Drive Fort Worth, Texas 76114
COUNTY:	Tarrant County 100 E. Weatherford St., Suite 404 Fort Worth, Texas 76196 Attn: County Administrator

Such address may be changed from time to time by a Party by providing written notice to the other in the manner set forth above.

VI.
SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VII.
APPLICABLE LAW

Venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. This Agreement shall be governed by the laws of the State of Texas. Governing law and venue shall survive termination of this Agreement.

VIII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties with respect to its subject matter and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

**NORTH TEXAS AREA COMMUNITY
HEALTH CENTER**

TARRANT COUNTY

By: Gerry Whittaker Nov 6, 2020
Gerry Whittaker (Nov 6, 2020 16:28 CST)
Name: Gerry Whittaker Date
Title: CEO

By: _____
Name: B. Glen Whitley Date
Title: County Judge



APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS \$** _____

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.

EXHIBIT A

Sub-recipient Guidance

STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Organization 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.

Organization shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- 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
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements

REPORTS, INSPECTIONS, AND MONITORING REVIEWS

Organization will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format.

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. Organization 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.

PARTICIPANT RECORDS

Organization grants County, 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 Organization 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.

County retains the right of access to Organization's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise.

These documents will be maintained and retained by the Organization in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Organization 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.

ALLOWABLE COSTS

County payment to Organization does not stop the County from determining that certain costs were ineligible for reimbursement. If the County determines that a cost the County has paid for is ineligible for reimbursement, the Organization will refund the ineligible amount to the County. Tarrant County will determine whether costs submitted by Organization are allowable and eligible for reimbursement. If Tarrant County has paid funds to Organization for unallowable or ineligible costs, Tarrant County will notify Organization in writing, and Organization shall return the funds to Tarrant County within thirty (30) calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Organization to offset reimbursement for any unallowable or ineligible expenditure that Organization has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due date(s).

SINGLE AUDIT

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

Independent Single or Program-Specific Audit. If Organization within Organization's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Organization shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of other agency awards. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR Part 200 and Government Auditing Standards.