

**SUBRECIPIENT AGREEMENT BETWEEN TARRANT COUNTY AND THE  
UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH  
FOR THE HSC NEXT SBIR PHASE 0 PROGRAM**

This Agreement (“Agreement”) is between Tarrant County (the “COUNTY”), a political subdivision of the State of Texas, and UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH (“SUBRECIPIENT”), (collectively, the “Parties”), and shall be effective on September 1, 2022 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

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

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“FRF FUNDS”) authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received FRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of FRF FUNDS in the form of Frequently Asked Questions and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that FRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, subsequent final rule and additional guidance; and

WHEREAS, the COVID-19 pandemic negatively affected businesses in Tarrant County especially woman-owned and disproportionately impacted businesses;

WHEREAS, the COUNTY and SUBRECIPIENT find FRF FUNDS eligible to provide Tarrant County small businesses with assistance with submissions of research funding proposals; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) and related expenditures outlined in this Agreement is/are eligible under current FRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County.

THEREFORE, the Parties agree as follows:

I.  
DESCRIPTION OF SERVICES

SUBRECIPIENT will provide services as outlined in Appendix A, within the budget provided in Appendix B, to achieve the expected outcomes as presented in Appendix C.

II.  
PAYMENT

The COUNTY shall make available an amount of up to **\$2,000,000.00 (TWO MILLION DOLLARS AND NO CENTS)** to SUBRECIPIENT from the COUNTY'S FRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of FRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below.

By June 30, 2024, SUBRECIPIENT shall provide to the COUNTY a plan to obligate any and all remaining funds by December 31, 2024. Any funds not expected to be obligated by December 31, 2024, shall be reprogrammed by the County by July 31, 2024.

Tarrant County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked. All expenses invoiced shall have been paid by SUBRECIPIENT prior to invoicing COUNTY for reimbursement thereof. The following signed by an authorized representative of SUBRECIPIENT is required on all invoices:

*I certify that the expenses represented by this invoice have been incurred in support of the work covered in this Agreement, and are in accordance with the provisions of this Agreement and all applicable Federal and state laws and regulations. I further certify that payments of this invoice shall not duplicate costs and services which are received from other sources.*

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices for all **other** direct expenses
- v. Proof of payment of all expenditures upon request

### III. TERM/TERMINATION

This Agreement shall continue in full force and effect until December 31, 2024, unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

Should the SUBRECIPIENT fail to perform any obligation found herein and the failure (i) creates a potential threat to health or safety or (ii) violates a law, ordinance, or regulation designed to protect health or safety, the COUNTY shall provide written notice to the SUBRECIPIENT and allow the SUBRECIPIENT fourteen (14) days to remedy the identified issue(s). If, after the fourteen (14) day remedy period, SUBRECIPIENT has not provided a solution or remedied the issue(s) identified by the COUNTY, the COUNTY may terminate this agreement.

Either party may terminate this Agreement without cause giving thirty (30) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts chargeable to this Agreement.

Within thirty (30) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

### IV. AMENDMENTS

This Contract may not be amended without a written bilateral agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category, except for Equipment or Indirect Cost budget line items, without written approval of the COUNTY. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.  
STANDARDS FOR FINANCIAL MANAGEMENT

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

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

V.  
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the SUBRECIPIENT involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this agreement. The SUBRECIPIENT must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VI.  
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude 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 SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by

SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. 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 COUNTY, or if required financial report(s) are not submitted by the due date(s).

VI.  
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

VII.  
PERFORMANCE MEASUREMENT AND REGULAR REPORTING

SUBRECIPIENT shall provide quarterly and annual reports to COUNTY as outlined in Appendix C. Additional measures may be established and reported on as mutually agreed to by SUBRECIPIENT and COUNTY. SUBRECIPIENT will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

VIII.  
DEBARTMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

IX.  
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

X.  
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XI.  
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than seven (7) years after December 31<sup>st</sup>, 2024, any and all records relating to use of the FRF FUNDS described herein.

XII.  
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 Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO THE COUNTY:

TO UNIVERSITY OF NORTH TEXAS HEALTH  
SCIENCE CENTER AT FORT WORTH:

G.K. Maenius  
100 E Weatherford  
Fort Worth, Texas 76916

Myriah Roberts, JD  
Office of Sponsored Programs  
3500 Camp Bowie Blvd  
Fort Worth, TX 76107

XIII.  
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.

XIV.  
APPLICABLE LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. This exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in a state of federal court of competent jurisdiction in Tarrant County, Texas.

XV.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

**SIGNED AND EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT  
FORT WORTH**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

\_\_\_\_\_  
Dr. Sylvia Trent-Adams  
President

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:

\_\_\_\_\_  
(Criminal District Attorney)

\_\_\_\_\_  
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.

## APPENDIX A SCOPE OF SERVICES

The HSC Next SBIR Phase 0 Program will assist Tarrant County-based small businesses with the preparation and submission of proposals for federal Small Business Innovation Research (SBIR) funding. SBIR grants are powerful tools for stimulating innovation and growing small businesses. However, SBIR funding is drastically underutilized in Tarrant County relative to other Texas regions. The program will provide mentoring, market research information, technology assessments and grant writing assistance to small businesses as they emerge from the pandemic. The program will facilitate the submission of 100 SBIR proposals during the project term. The combined ultimate impact will be the growth of small businesses, the creation of jobs and the development of new innovations.

APPENDIX B  
PROGRAM BUDGET

Program Budget: September 1, 2022, through December 31, 2024

<b>Category</b>	<b>Total Program Budget</b>
Personnel	<b>\$497,409.00</b>
Fringe	<b>\$164,145.00</b>
Travel	<b>\$32,540.00</b>
Equipment	<b>\$0.00</b>
Supplies	<b>\$10,451.00</b>
Contractual	<b>\$1,148,500.00</b>
Other	<b>\$76,501.00</b>
Subtotal	<b>\$1,929,546.00</b>
Indirect	<b>\$70,454.00</b>
Total	<b>\$2,000,000.00</b>

**APPENDIX C  
EVALUATION MATRIX/REPORTING**

Required Reporting Dates: September 1, 2022, through December 31, 2024

Quarterly Report Periods		Report Due
First	July 1- Sept 30	Oct 15
Second	Oct 1- Dec 31	Jan 15
Third	Jan 1- Mar 31	April 15
Fourth	April 1- Jun 30	July 15

Annual Report Periods		Report Due Date
Year 1	July 1- June 30, 2023	July 15, 2023
Year 2	July 1- June 30, 2024	July 15, 2024
Year 3	July 1- June 30, 2025	July 15, 2025

Activity Number	Activity Conducted	Time Frame for Activity	Anticipated Number to be Served by each Activity	Anticipated Outcomes*	Intended Benefit
1	Small business recruitment	September 1, 2022 through December 31, 2024	Number of outreach and recruitment activities by city; with an average annual goal of 40% of outreach and recruitment activities for businesses in cities with a population less than 500,000	Outreach and recruitment from a broad geographic distribution across the county.	Recruit eligible small businesses from all parts of Tarrant County
2	Target Recruitment and Outreach for minority-owned small businesses and entrepreneurs especially those from underserved communities	September 1, 2022, through December 31, 2024	Of the total small businesses that enter the cohort training program, an average annual goal of 30% minority-owned and/or woman-owned small businesses, with an additional target of 20% of the small businesses being minority-owned	Percent of minority-owned businesses and entrepreneurs who (1) completed customized training and (2) demonstrate potential for sustainable growth.	Accelerate the growth and sustainability potential for minority entrepreneurs and small businesses to spur economic viability within Tarrant County.
3	SBIR proposal assistance	September 1, 2022, through December 31, 2024	100 small businesses and entrepreneurs with a goal of minority-owned and woman-owned small businesses participating at greater than 20%	19 Phase I awards, followed by 11 Phase II awards totaling \$16 million; higher minority-owned and woman-owned SBIR participation than the state average	Growth of small business innovation and creation of jobs for Tarrant County entrepreneurs.