

The State of Texas §  
County of Tarrant §

SUBRECIPIENT CONTRACT

ENDING THE HIV EPIDEMIC (EHE) GRANT PROGRAM

This Subrecipient Contract ("SUBCONTRACT") is made and entered into by and between Tarrant County, Texas ("COUNTY"), on behalf of Tarrant County Public Health ("TCPH") and Safe City Commission dba One Safe Place ("SUBRECIPIENT" "GRANTEE"), hereafter known collectively or separately as "PARTY" or "PARTIES".

I. BACKGROUND

The DEPARTMENT OF STATE HEALTH SERVICES ("System Agency"), a pass-through entity, and TARRANT COUNTY ("Grantee") (each a "Party" and collectively the "Parties") have entered into a grant contract to provide funding for the Ending the HIV Epidemic ("EHE") Project. That contract, No. HHS000897700004, is authorized by and in compliance with the provisions of (CDC-PS18-1802 – Integrated HIV Surveillance and Prevention Programs for Health Departments, Funding Opportunity Number: CDC-PS18-1802), which is incorporated herein by reference, and is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapter 531, 771, 791 or 2155.

System Agency, 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 to the Subrecipients in the delivery of service delivery funds for use in the overall purpose of the grant in their area of expertise.

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.

II. TERM

The term of this Contract begins on August 1, 2022 and ends July 31, 2023.

III. BUDGET

SUBRECIPIENT shall be awarded \$40,000.00 in funds for use as outlined and agreed upon in Attachment D 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.

All expenditures under the Contract will be in accordance with Attachment C, Budget.

#### IV. TERMS AND CONDITIONS OF PAYMENT

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 C.

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. 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 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 thirty (30) 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
- 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.
- All reports must be sent electronically to Abram Oliver
- Email: [Ajoliver@tarrantcounty.com](mailto:Ajoliver@tarrantcounty.com)

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

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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. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Subrecipient through Subrecipient and the requirement to cooperate is included in any Subcontract it awards.

**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 agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit or program-specific audit in accordance with the Uniform Grant Management Standards (UGMS), State of Texas Single Audit Circular. For-profit Subrecipient whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Subrecipient to complete the Single Audit Status Registration Form. If Subrecipient fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Subrecipient shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

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)

If Subrecipient fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Subrecipient of an audit report, Subrecipient shall be subject to Tarrant County sanctions and remedies for non-compliance with this Contract.

#### **V. 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.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, 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.

## VI. AMENDMENTS

This Contract may not be amended without written agreement between both parties. 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 C. 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 25% per quarter.

## VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

### COUNTY

Tarrant County Public Health  
1101 S. Main St., Suite 1500  
Fort Worth, TX 76104  
Phone: (817) 321-4819  
Attn: Abram Oliver  
[AJOliver@tarrantcounty.com](mailto:AJOliver@tarrantcounty.com)

### SUBRECIPIENT

Name: *One Safe Place*  
Address: *1100 Hemphill St*  
City/State/Zip *Ft. Worth / TX / 76104*  
Phone: *817.916.4323*  
Attention: *Michelle Morgan*  
Email: *mmorgan@onesafeplace.org*

## VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the PARTY either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### COUNTY

Tarrant County  
100 E. Weatherford  
Fort Worth, TX 76196  
Phone: (817) 884-1441  
Attn: County Judge Tim O'Hare

**SUBRECIPIENT**

Name: *One Safe Place*  
Address: *1100 Hemphill St*  
City/State/Zip *Ft. Worth / TX / 76104*  
Phone: *817 914 4344*  
Email: *one@onesafeplace.org*

**IX. NOTICE REQUIREMENTS**

Notice given by Subrecipient will be deemed effective when received by the County. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to COUNTY Agency must:

- 1) include the Contract name;
- 2) be sent to the person(s) identified in the Contract; and,
- 3) comply with all terms and conditions of the Contract.

**X. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): NU62PS92459  
Federal Award Date: 12/11/2018  
Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Number: 93.940  
Awarding Official Contact Information:  
Arthur C. Lusby, M.B.A.  
Lead Grants Management Specialist Centers for Disease  
Control and Prevention  
Infectious Diseases Services Branch  
2920 Brandywine Road,  
MS E-15 Atlanta, GA  
30341  
Telephone: (770) 488-2685

**XI. 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.

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## XII. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 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 thirty (30) days prior the beginning of the contract year. DSHS will respond to waiver requests within ten (10) business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.
- 7) 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.
- 8) Subrecipient will complete and sign Attachment F 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 XII 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.

### **XIII. STANDARDS FOR FINANCIAL MANAGEMENT**

- 1) 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.
- 2) 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.
- 3) Subrecipient shall maintain an effective accounting system, which will:
- 4) Identify and record valid transactions
- 5) Record transactions to the proper accounting period in which transactions occurred
- 6) Describe transactions in sufficient detail to permit proper classification
- 7) 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
- 8) Adequately identify the source and application of funds of each Grant Contract
- 9) Generate current and accurate financial reports in accordance with Contract requirements
- 10) Subrecipient will provide agency cost allocation plan to TCPH no later than sixty (60) days from Contract execution.

### **XIV. 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

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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 thirty (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 amounts necessary to fulfill Subrecipient's repayment obligations.

The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020, restricts the amount of direct salary that may be paid to an individual under a Department of Health and Human Services (HHS) grant, cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary level is \$199,300 (formerly \$197,300 in 2020).

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."

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

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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 determines that a cost the County has paid for is ineligible for reimbursement, the Subrecipient will refund the



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ineligible amount to the County. Additionally, the County may withhold payment to the Subrecipient in order to:

- a. Recoup reimbursement for ineligible expenditures;
- b. Recoup ineligible use of Program Income; and
- c. 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.

- 6) 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.

## **XVI. PARTICIPANT RECORDS**

- 1) Subrecipient grants the 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.
- 2) 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. If this Contract is terminated during the Contract term, County may provide written notice to the Subrecipient requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Subrecipient. Upon receiving such notice from County, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases. The client's case and records will be transferred to another Subrecipient only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.
- 3) Subrecipient will have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport and accessibility of client records.
- 4) 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.

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## **XVII. EQUIPMENT AND SUPPLIES**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

## **XVIII. TEXAS HEALTH AND HUMAN SERVICES (HHSC) TERMS AND CONDITIONS – GRANT VERSION 2.16.1**

As permissible by law, and unless noted separately within this Subrecipient Contract, Subrecipient shall fully abide by the HHSC Uniforms Terms and Conditions- Grant Version 2.16.1 which is included here within ATTACHMENT A.

## **XIX. TERMINATION**

Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least thirty (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.

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.

## **XX. PERSONNEL**

All personnel funded by this Contract must be employees of Subrecipient, which is solely responsible for the employees' direction and control. Subrecipient's staff will possess education, credentials and work experience specified within the job description, and will meet the minimum standards set forth by the local Standards of Care. Any personnel who have direct contact with clients will undergo criminal background checks prior to such direct contact. Subrecipient shall not permit any person who engaged in or was alleged to have engaged in an activity subject to reporting under this section to perform direct client services or have direct contact with clients. Employee positions that become vacant and that remain vacant for sixty (60) days will result in a return of funds.

Each personnel file will contain the following:

- A copy of the employee's completed criminal background check.
- A copy of the employee's driver's license or official state ID card.
- A signed copy of the employee's job description.
- Relevant signed confidentiality forms.
- A copy of appropriate licensure (if applicable).
- Documentation of annual HIV training updates.
- Form I-9 Employment Eligibility Verification.

## **XXI. 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.

## **XXII. 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

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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.

#### **XXIII. CONTRACT COMPLIANCE**

County may withhold funds or terminate this Contract upon thirty (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.

#### **XXIV. GRIEVANCE**

Subrecipient agrees to maintain a client grievance procedure that delineates procedures for clients to seek redress for grievances with Subrecipient. The grievance procedure will be prominently displayed on Subrecipient's premises and will state that partial funding for the Subrecipient comes from Grants administered by Tarrant County, Texas. Subrecipient will inform clients that grievances may be presented to Tarrant County Public Health Disease, Surveillance, Outreach and Prevention division after all remedies with Subrecipient have been exhausted.

#### **XXV. CONFIDENTIALITY**

Subrecipient will maintain a system to protect client records and other 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. Where applicable, all staff must sign a required confidentiality agreement annually.

If, by performing the work described in the workplan - scope of work, Subrecipient should create, receive, maintain, or transmit electronic PHI on behalf of TCPH, Subrecipient shall:

Enter into a Business Associate Agreement (BAA) with COUNTY. See Attachment H.

BAA must be completed before work begins

#### **XXVI. 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.

#### **XXVII. PILOT PROGRAM FOR ENHANCEMENT OF EMPLOYEE WHISTLEBLOWER PROTECTIONS**

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 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.

#### **XXVIII. TX HB1295 COMPLIANCE**

As required under Texas House Bill 1295, Subrecipient acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, which shall then be included here as Attachment E, with the Texas Ethics Commission.

#### **XXIX. SUBRECIPIENT CERTIFICATIONS**

For All County Contracts Entered into on or after September 1, 2021, Subrecipient Must Certify:

- 1) Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

OR

If the Subrecipient cannot certify that it is EXEMPT as Above. THEN Subrecipient is NOT EXEMPT and Certifies as follows:

- 2) Subrecipient is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any

goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**Vendor Hereby Certifies (Mark Applicable Certification):**

☐ Vendor is EXEMPT from Certification as set out above.

☒ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

**XXX. 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. Confidentiality of Client Records**

Subrecipient will maintain a system to protect client records and other 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, including information required by Section 15, will be in accordance with applicable law. All staff must sign the required confidentiality agreement annually.

**e. 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.

**f. Application of DSHS contract**

Service Provider acknowledges receipt of a copy of the contract, provided here as Attachment A, between DSHS and COUNTY and agrees to abide by all the applicable terms of that contract in their Subcontracting efforts.

Tarrant County

Safe City Commission dba One Safe Place

Signature. \_\_\_\_\_  
Tim O'Hare \_\_\_\_\_  
County Judge \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Michelle Morgan  
Printed name: Michelle Morgan  
Title: Executive Vice President  
Date: 8.31.22

This Addendum relates to the following contract: **\_Safe City Commission d/b/a One Safe Place Subrecipient Contract: Ending the HIV Epidemic (EHE) Grant Program**

**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.

Michelle Morgan  
Signature

Michelle Morgan  
Printed Name

Executive Vice President  
Title

Safe City Commission dba One Safe Place  
Entity/Company Name

1.24.2023  
Date signed



APPROVED AS TO FORM:

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

Kimberly Collier 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.

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**THE FOLLOWING ATTACHMENTS TO SUBRECIPIENT CONTRACT ARE  
INCORPORATED BY REFERENCE:**

**ATTACHMENT A – HHSC UNIFORM TERMS AND CONDITIONS  
ATTACHMENT B - STATEMENT OF WORK  
ATTACHMENT C – BUDGET  
ATTACHMENT D – SUBRECIPIENT WORKPLAN  
ATTACHMENT E – HB 1295 FORM  
ATTACHMENT F – DEBARTMENT FORM  
ATTACHMENT G – FEDERAL AWARD CHECKLIST  
ATTACHMENT H - BUSINESS ASSOCIATE AGREEMENT (BAA)**

**ATTACHMENTS FOLLOW**

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Insert  
ATTACHMENT A  
Here

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HHSC Uniform Terms and Conditions Version 2.16  
Published and Effective: March 26, 2019  
Responsible Office: Chief Counsel



# TEXAS

## Health and Human Services

Health and Human Services Commission  
HHSC Uniform Terms and Conditions - Grant  
Version 2.16.1

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Deliverable” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

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“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas



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Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

## **1.2 INTERPRETIVE PROVISIONS**

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

## **ARTICLE II. PAYMENT METHODS AND RESTRICTIONS**

### **2.1 PAYMENT METHODS**

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
  - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
  - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
  - iii. Advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has

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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

## **2.2 FINAL BILLING SUBMISSION**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

## **2.3 FINANCIAL STATUS REPORTS (FSRs)**

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

## **2.4 USE OF FUNDS**

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

## **2.5 USE FOR MATCH PROHIBITED**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

## **2.6 PROGRAM INCOME**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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## **2.7 NONSUPPLANTING**

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

## **2.8 ALLOWABLE COSTS**

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

## **2.9 INDIRECT COST RATES**

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

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

## **3.1 FUNDING**

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

## **3.2 NO DEBT AGAINST THE STATE**

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

## **3.3 DEBT AND DELINQUENCIES**

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

## **3.4 RECAPTURE OF FUNDS**

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

#### ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

##### 4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### 4.2 AUDITS AND FINANCIAL STATEMENTS

##### A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

##### B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

#### **4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS**

##### **A. Audits**

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at: or,  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

##### **B. Financial Statements**

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

- i. HHS portal at:  
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

#### **ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

##### **5.1 GENERAL AFFIRMATIONS**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

##### **5.2 FEDERAL ASSURANCES**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

##### **5.3 FEDERAL CERTIFICATIONS**

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

#### **ARTICLE VI. INTELLECTUAL PROPERTY**

##### **6.1 OWNERSHIP OF WORK PRODUCT**

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

## **6.2 GRANTEE'S PRE-EXISTING WORKS**

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

## **6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

## **6.4 DELIVERY UPON TERMINATION OR EXPIRATION**

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

## **6.5 SURVIVAL**

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

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

### **7.1 BOOKS AND RECORDS**

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

### **7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

### **7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS**

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.



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## **7.4 SAO AUDIT**

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

## **7.5 CONFIDENTIALITY**

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

# **ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION**

## **8.1 CONTRACT REMEDIES**

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

## **8.2 TERMINATION FOR CONVENIENCE**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

## **8.3 TERMINATION FOR CAUSE**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

**i. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

## **ARTICLE IX. MISCELLANEOUS PROVISIONS**

### **9.1 AMENDMENT**

The Contract may only be amended by an Amendment executed by both Parties.

### **9.2 INSURANCE**

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

### **9.3 LEGAL OBLIGATIONS**

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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#### **9.4 PERMITTING AND LICENSURE**

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

#### **9.5 INDEMNITY**

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

#### **9.6 ASSIGNMENTS**

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.**
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.**

## 9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

## 9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

## 9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

## 9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

## 9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

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enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

#### **9.12 SURVIVABILITY**

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

#### **9.13 FORCE MAJEURE**

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

#### **9.14 NO WAIVER OF PROVISIONS**

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### **9.15 PUBLICITY**

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

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#### **9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS**

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **9.17 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

#### **9.18 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.

#### **9.19 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.20 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

#### **9.21 E-VERIFY PROGRAM**

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

#### **9.22 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

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- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
  - C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
  - D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
  - E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
  - F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
  - G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

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### 9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "System Agency Data"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.



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Insert  
ATTACHMENT B  
Here

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**ATTACHMENT B**  
**STATEMENT OF WORK**  
**Subrecipient Contract for**  
**CONTRACT NO.: HHS000897700004**

Funding under this Subrecipient Contract, the Ending the HIV Epidemic (EHE) initiative, is intended to build on the ongoing activities funded through The Texas Department of State Health Services (DSHS) TB/HIV/STD Section to strategically advance (i.e., initiate new or expand existing) HIV prevention and surveillance efforts in specific jurisdictions in Texas. The funded services will, based on the best available scientific evidence and experience, most rapidly accelerate efforts to reduce new HIV infections. Funded entities must be responsive to local circumstances and are therefore encouraged to implement innovative activities unique to the jurisdiction's local context. Services under this Contract will be structured to support the following activities:

- Strategic partnerships, planning, and coordination to support ending the HIV epidemic.
- Testing and Status-Neutral Linkages:
  - Increased routine opt-out HIV screenings in healthcare and other institutional settings;
  - Increased local availability of and accessibility to HIV testing services;
  - Increased HIV screening and re-screening among persons at elevated risk for HIV;
  - Increased rapid linkage to HIV medical care;
  - Increased early initiation of antiretroviral therapy (ART);
  - Increased immediate re-engagement to HIV prevention and treatment services for persons living with HIV (PLWH) who have disengaged from care;
  - Increased screening for pre-exposure prophylaxis (PrEP) eligibility among persons who are HIV-negative; and
  - Increased referral and rapid linkage of persons who are eligible for PrEP.
- Surveillance-Based Response:
  - Increased HIV surveillance capacity at the local level;
  - Increased health department and community engagement for cluster detection and response;
  - Improved surveillance data for real-time cluster detection and response;
  - Improved policies and funding mechanisms to respond to and contain HIV clusters and outbreaks; and
  - Improved response to HIV transmission clusters and outbreaks.

All activities conducted under this Contract shall support the goals and objectives of the Ending the HIV Epidemic: A Plan for America, National HIV/STD Strategy, the Texas HIV Plan, Achieving Together: A Community Plan to End the HIV Epidemic In Texas, The Centers for Disease Control and Prevention (CDC) National Center for HIV/AIDS,

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Viral Hepatitis, STD, and TB Prevention Strategic Plan Through 2020, State of Texas 2018  
State Plan for Hepatitis C, and the CDC STD Program Operations Guidelines.

**DEFINITIONS**

- A. “Service Area” means the DSHS-defined HIV Service Delivery Area (HSDA).
- B. “HSDA” means the HIV service delivery area as defined by DSHS.
- C. “Priority Populations” means groups of people which are determined by local epidemiological data to be the primary populations for an intervention or program.
- D. “Focused Testing” means programs that are designed to promote testing to priority populations (formerly known as Targeted HIV Testing).
- E. “Referral” means directing individuals to relevant and available resources to address their healthcare and social needs.
- F. “Linkage to Care” means persons who are tested and receive a positive result for HIV (including preliminary positive results) will be linked to, and assisted in, scheduling an appointment with a provider of the person’s choosing. Successful linkage to care is measured as attendance to case management and/or a medical appointment with a prescribing provider.
- G. “Engagement to Care” means assisting persons who were previously diagnosed and are not currently in care with entering HIV-related medical care, and assistance with making medical appointments and addressing barriers to maintenance in care. May include referrals to non-HIV-related services.
- H. “Rapid Linkage to Care” and “Early Initiation of ART” mean initiation of HIV medical care and medication ideally in under 72 hours of the receipt of a test result for persons who are either newly diagnosed or previously diagnosed.
- I. “Routine HIV Screening” means the provision of HIV screening services as an integrated standard of care in health care settings to all eligible patients between 13 and 65 years of age.
- J. “HIV Transmission Cluster” refers to a group or population of people that are experiencing higher than expected rates of HIV transmission. These clusters can be identified using surveillance data and molecular or time/space analysis methodology.
- K. A “Time-Space Cluster” occurs when the number of diagnoses of HIV infection in a geographic area is elevated above levels expected given previous patterns.
- L. A “Molecular Cluster” occurs when a group of persons are diagnosed with an extremely similar viral DNA or RNA sequence, indicating that transmission happened in this sub-group in a specific period.
- M. “HIV Outbreak” means that there is an extremely high incidence of new infections

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happening in a relatively small geographic area in a specific period.

- N. “Real-Time Cluster Intervention” means the rapid deployment of staff to respond to the follow-up needs of a cluster when the need arises which includes, but is not limited to, rapid linkage to care, re-engagement in care, re-testing, PrEP linkage and navigation, medical chart review, and other social support duties as needed by the client.

## **I. GENERAL REQUIREMENTS**

As the Grantee, COUNTY, must subcontract a minimum of 25% of the funds they received from DSHS to traditional and non-traditional partnering agencies for the purposes of achieving the goals of this Contract. Activities below may be conducted via direct service provision by the Grantee or through subcontracting of funds.

The Work Plan submitted by the Subrecipient is hereby incorporated by reference and is the official record of specific activities performed under this Subcontract.

Grantee and all subgrantees will follow all requirements outlined in this section (Section I: General Requirements). Grantee and subgrantees will follow applicable activity-specific requirements as outlined in Section II: Requirements by Activity of this document.

For ALL activities funded under this Contract, Grantee and any subcontractors will:

- A. Ensure the provision of a combination of public health activities to support HIV diagnosis, linkage to treatment, prevention, and response;
- B. Ensure activities are provided in accordance with this Contract to appropriate jurisdictions or service areas and priority populations as directed by DSHS and outlined in the approved Work Plan;
- C. Comply with the terms of the approved Work Plan for this Contract;
- D. Ensure activities begin no later than 90 days following the Contract start date (either via direct service provision or subcontract);
- E. Employ and support an EHE Project Coordinator who will coordinate and report on all activities related to this grant;
- F. Support local efforts to coordinate prevention, education, testing, and medical or treatment services for HIV, Hepatitis C virus (HCV), and syphilis (and other STDs);
- G. Establish or expand an EHE community planning process to inform activities (this may be integrated into existing planning processes);
- H. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of those served;
- I. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of PrEP and non-occupational post-exposure prophylaxis (nPEP);

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- J. Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services. Participate in DSHS-identified trainings and coaching sessions as directed by DSHS (refer to Section VIII: Training Requirements for additional details);
- K. Provide services that are equitably available and accessible to all people needing services and/or care. Grantee will make reasonable efforts to provide office hours and service locations that are accessible to as many people as possible;
- L. Deliver all services in a culturally competent and sensitive manner, taking low health literacy into account, and using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee must implement strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority populations(s);
- M. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:
1. DSHS HIV, STD, and HCV Program Operating Procedures and Standards (POPS) Chapters 1, 2, 3, 7, 9, 14, 15, and 17, as appropriate, including any revision, located at <https://dshs.texas.gov/hivstd/pops/>;
  2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Instruction, located at <https://www.dshs.texas.gov/hivstd/policy/security.shtm>;
  3. DSHS HIV Testing Policy 2013.02, located at <https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>;
  4. DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children, located at <http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm>;
  5. CDC STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/gl-2001.htm>;
  6. CDC STD Treatment Guidelines, located at <https://www.cdc.gov/std/tg2015/default.htm>;
  7. Ryan White Part B Contract Guidance, issued December 14, 2011, posted at [www.dshs.texas.gov/hivstd/funding/default.shtm](http://www.dshs.texas.gov/hivstd/funding/default.shtm);
  8. DSHS HIV Assurances, located at [www.dshs.texas.gov/hivstd/funding/docs/HIV Contractor Assurances.pdf](http://www.dshs.texas.gov/hivstd/funding/docs/HIV_Contractor_Assurances.pdf);
  9. Health Resources and Services Administration (HRSA) Program Policy and Clarification Notices, located at

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<http://hab.hrsa.gov/manageyourgrant/policiesletters.html>;

10. HIV Core and Support Service Categories (DSHS Standards of Care) and Universal Standards, Sections 1, 2, 3, 4, 5, 6, and 7, contained in the HIV-STD Program Policies located at [www.dshs.texas.gov/hivstd/taxonomy/default.shtm](http://www.dshs.texas.gov/hivstd/taxonomy/default.shtm);
  11. DSHS Eligibility to Receive HIV Services, contained in the HIV-STD Program Policies located at [www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm);
  12. HIV Health Insurance Assistance, contained in the HIV-STD Program Policies, located at [www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm);
  13. DSHS Funds as Payment of Last Resort, contained in the HIV-STD Program Policies, located at [www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm);
  14. Ryan White HIV/AIDS Program Part B Manual, located at <http://hab.hrsa.gov/sites/default/files/hab/Global/habpartbmanual2013.pdf>;
  15. Clinical Quality Management Policy Clarification Notice, located at <http://hab.hrsa.gov/sites/default/files/hab/Global/clinicalqualitymanagementpcn.pdf>;
  16. DSHS HIV Surveillance Guidelines and Procedures, located at <https://www.dshs.texas.gov/hivstd/contractor/surveillance.shtm>;
  17. DSHS HIV/STD Overall Responsible Party for TB/HIV/STD Surveillance Data, located at <https://www.dshs.state.tx.us/hivstd/policy/policies/2012-01.shtm>; and
  18. Any additional relevant letters or memos with additional directions and policies issued by DSHS.
- N. Comply with all applicable federal and state regulations and statutes, including but not limited to:
1. Texas Health and Safety Codes:
    - a. §81 - Communicable Diseases;
    - b. §85 - Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection (paying attention to §85.085 - Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedures provided as part of the testing activities conducted under this Contract); and
    - c. §94 - State Plan for Hepatitis C; Education and Prevention Program;
  2. Texas Administrative Code (TAC) Title 25, Chapters 97 (Subchapter A, F) and 98;

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3. Ensure the delivery of comprehensive support services to meet the identified needs of persons living with HIV and their families, for Early Intervention Services and Outreach Services in accordance with Health Resources and Services Administration (HRSA) Program Policy, located at [http://hab.hrsa.gov/sites/default/files/hab/Global/service\\_category\\_pcn\\_16-02\\_final.pdf](http://hab.hrsa.gov/sites/default/files/hab/Global/service_category_pcn_16-02_final.pdf);
  4. Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code as amended, located at <https://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A>; and
  5. Misuse of Funds and Performance Malfeasance which states:
    - a. Report to the contract manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract;
    - b. Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
    - c. If this Contract is federally funded by the Department of Health and Human Services (HHS):
      - i. Report any credible evidence that a principal, employee, subgrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds; and
      - ii. Make this report to the SAO at <http://sao.fraud.texas.gov>, and to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/>, no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
  - O. All documents named in items M and N above are hereby incorporated by reference and made a part of this Contract. Grantee must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s);
  - P. Use collected data, together with input from persons using services and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population(s);
  - Q. Submit written reports to DSHS that summarize the activities and services delivered

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and discuss the barriers and facilitators of the effective delivery of services (refer to Section V: Program Data Reporting, Security and Confidentiality Requirements);

- R. Submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>;
- S. Ensure that content in publications partially or fully funded by this Contract are verified by DSHS and that DSHS is acknowledged; and
- T. Perform other activities as may be reasonably requested by DSHS to meet the goals of this Contract.

## **II. REQUIREMENTS BY ACTIVITY**

### **STRATEGIC PARTNERSHIPS, PLANNING, AND COORDINATION TO**

### **SUPPORT ENDING THE HIV EPIDEMIC**

The Grantee will conduct a community process to support ongoing planning and coordination of efforts, in collaboration with any existing community planning efforts or councils, to address ending the HIV epidemic in their service area. Efforts must include:

- A. A community engagement strategy that describes community partners and stakeholders who will be engaged in the planning and coordination process, how community partners and stakeholders will be engaged, and a timeline of activities. The community engagement strategy should include representation from local planning councils, HIV service providers, communities vulnerable to HIV, mental health providers, substance abuse providers, and other local partners;
- B. Any updates or revisions to their local plan to address and end the HIV epidemic in their service area including:
  - 1. Any updates or revisions to the area's situational analysis that provides an overview of the strengths, challenges, and identified needs with respect to key aspects of HIV prevention and care activities. The analysis should synthesize information from the local epidemiologic profile, and from local community engagement activities;
  - 2. Any updates or revisions to strategies to end the HIV epidemic in the service area. Strategies should be based on the results of the situational analysis and should be developed in consultation with community members through the community engagement process. The identified strategies should align with the focus areas of the Texas Achieving Together plan and the strategies of the national Ending the HIV Epidemic initiative; and
  - 3. Any updates or revisions to the area implementation plan for activities to address the identified strategies. The implementation plan should be time-delineated, and must include a description of the activities, the time when those



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activities will occur, and who is responsible for each activity.

TESTING AND STATUS-NEUTRAL LINKAGES: ROUTINE HIV SCREENING  
IN HEALTH CARE SETTINGS

Grantee and any subcontractors will:

- A. Provide HIV routine screening services as an integrated standard of care in a health care setting to all eligible patients (ages 13-65), or as otherwise stated in Grantee's approved Work Plan, in compliance with the requirements herein;
- B. Ensure management of the funding and implementation of the program is directed by the administration and medical staff of the healthcare organization;
- C. Ensure funds from this Contract are not used to conduct the legally-required screening for HIV, hepatitis B, and syphilis during prenatal care and at labor and delivery;
- D. Ensure funds are used for the three core components of an HIV screening program:
  - 1. Routine HIV screening and notification of HIV-positive test results;
  - 2. Linkage to and engagement in HIV-related medical care for people with HIV-positive test results; and
  - 3. Program management to develop policy and infrastructure to assure sustainable screening and quality improvement of screening activities;
- E. Ensure that personnel are assigned to:
  - 1. Coordinate all grant activities including the management and oversight of screening activities, training, quality assurance and improvement, and all reporting requirements; and
  - 2. Notify persons who screen positive of their test results and refer and confirm linkage to medical care and other services;
- F. Use DSHS-approved testing technologies and laboratory approaches. Grantee must follow CDC recommendations for diagnostic testing algorithms. At present, DSHS requires an algorithm that uses Ag/Ab Combo screening and supplemental testing via Genius, HIV-1/2 antibodies, and HIV-1 RNA NAT if required to confirm acute diagnosis. DSHS will notify Grantee if these recommendations change;
- G. Ensure adequate blood specimens are collected for confirmatory testing during the same visit of the HIV-positive preliminary test result;
- H. Provide timely test results to the person tested followed by referral to HIV medical care or HIV prevention resources as appropriate. Grantee and any subcontractors must ensure that positive test results are delivered to persons tested as directed in Texas Health and Safety Code §81.109, as amended;
- I. Facilitate initial linkage to care for persons who are newly diagnosed with HIV and engagement in care for persons previously diagnosed with HIV who are not currently in care for their HIV infections. When possible, ensure rapid linkage to HIV medical care (ideally in under 72 hours). Grantee and any subcontractors must confirm people who test positive for HIV are linked to HIV medical care within 30

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days;

- J. Ensure positive results are reported to the local health authority in accordance with Texas Administrative Code 97.131-134, as amended;
- K. Provide other referrals (e.g., HIV support services, substance abuse treatment services, and mental health services) as needed and in a timely manner;
- L. Ensure that all pregnant women who do not report being in prenatal care are referred to prenatal care; and
- M. Maintain relationships with the local or regional public health authority for public health follow-up (i.e., partner elicitation and notification) to ensure that people are notified of their diagnosis.

TESTING AND STATUS-NEUTRAL LINKAGES: FOCUSED HIV OUTREACH AND TESTING WITH LINKAGE TO MEDICAL CARE AND REFERRALS TO PREP

Grantee and any subcontractors will:

- A. Implement or subcontract the following components of a core HIV prevention program:
  - 1. Engagement of groups and communities to be served;
  - 2. Focused HIV and syphilis testing and tailored health education; and
  - 3. Linkage/enrollment in medical care for people who are living with HIV, and referral to PrEP and nPEP and other needed services for people with a negative HIV test result who are at a higher risk for acquiring HIV;
- B. Provide outreach and education to the priority population(s) identified in the approved Work Plan;
- C. Conduct active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms;
- D. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the priority population(s). Grantee and any subcontractors must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders;
- E. Ensure that syphilis testing is provided to all individuals testing for HIV unless the person refuses. Grantee will consider collecting specimens for:
  - 1. Other Sexually Transmitted Infections (STI) (including specimens for extra-genital screening for chlamydia and gonorrhea); and/or
  - 2. Hepatitis C antibody testing for at-risk populations;
- F. Maintain a current Clinical Laboratory Improvement Act (CLIA) Certificate of Waiver if performing rapid testing;
- G. Ensure that HIV testing programs include all required components of a testing

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session as described in the DSHS HIV/STD Program POPS, Chapters 1 and 2;

- H. Implement testing processes that follow the requirements in DSHS Policy 2013.02, located at <https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>;
- I. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care;
- J. Ensure people tested receive their HIV test results in a timely and appropriate manner;
- K. Ensure that people with negative HIV test results receive information on PrEP and nPEP;
- L. Ensure active referrals are made to PrEP, nPEP, and other needed health and social services as appropriate;
- M. Ensure that persons with positive HIV test results are given an immediate opportunity for individual, face-to-face post-test counseling in accordance with Texas Health and Safety Code §81.109;
- N. Provide the minimum required components for counseling and linkage to care for people living with HIV as outlined in Section 1.1.2 of the DSHS HIV/STD Program POPS;
- O. Facilitate initial linkage to care for persons who are newly diagnosed with HIV and engagement in care for people who have been previously diagnosed with HIV who are not currently in care for their HIV infections. When possible, ensure rapid linkage to HIV medical care (ideally in under 72 hours). Grantee and any subcontractors are responsible for confirming individuals are linked to care; and
- P. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

#### TESTING AND STATUS-NEUTRAL LINKAGES: INCREASED SCREENING AND LINKAGES TO PREP AND NPEP

Grantee and any subcontractors will:

- A. Deliver each of the program components listed below:
  - 1. Promotion of PrEP/nPEP through community education and awareness activities;
  - 2. Promotion of adoption of PrEP/nPEP by local clinical providers; and
  - 3. Delivery of PrEP/nPEP clinical and support services;
- B. Tailor education and recruitment efforts to the priority population(s) identified in the approved Work Plan;
- C. Assess awareness of PrEP/nPEP and barriers to use in each priority population;
- D. Raise awareness of PrEP and nPEP and address barriers to these services, and engage in active outreach and recruitment, which must include online and social

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media activities;

- E. Create or expand existing partnerships with community-based organizations (CBOs), LGBT organizations, private health care providers, clinics, Disease Intervention Specialists (DIS) and community health centers to increase access to PrEP and nPEP;
- F. Undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP;
- G. Implement supportive services and activities using patient flows and staff roles that best serve persons seeking services and best fit their organizational structure and staffing;
- H. Provide PrEP and nPEP services in accordance with the most current CDC guidelines for PrEP and nPEP;
- I. Conduct initial and follow-up laboratory testing as recommended in treatment guidelines, with more frequent STD testing as needed. Grantee and any subcontractors must prescribe medications following the most recent treatment guidelines for STDs;
- J. Develop patient care protocols, policies, and procedures, and share these with other stakeholders and providers;
- K. Track individuals who have completed their nPEP regimen and how they will be linked to PrEP services;
- L. Ensure that clinical PrEP and nPEP services include formal intake and eligibility determination processes;
- M. Ensure people receive basic education on PrEP and nPEP, including the pros and cons of PrEP/nPEP, side effects and long-term safety, and other HIV prevention options;
- N. Provide supervision that is appropriate for clinical services staff;
- O. Not use DSHS funds to pay for PrEP or nPEP medications, although funds may be used to pay for clinical staff time (through salary or contract) and medical testing;
- P. Ensure supportive activities wrap around PrEP and nPEP clinical services and increase the likelihood that individuals will use PrEP and/or nPEP effectively and safely;
- Q. Ensure staff assist with obtaining treatment medications. This includes understanding how pharmacy benefits are typically structured in public and private insurance plans and being able to assist individuals with accessing these benefits. For people who are uninsured, staff must aid with applying to local medical assistance programs or patient assistance programs offered by drug manufacturers and should screen for eligibility for public insurance;
- R. Assess individuals' needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV; and

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- S. Ensure staff will work with people accessing PrEP and/or nPEP to promote adherence to treatment instructions.

TESTING AND STATUS-NEUTRAL LINKAGES: PUBLIC HEALTH FOLLOW-UP ACTIVITIES

Grantee and any subcontractors will:

- A. Ensure programs, as described herein, are conducted to control and prevent the spread of human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS) in accordance with the CDC STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/gl-2001.htm>;
- B. Perform the following six (6) core activities:
  - 1. Community and Individual Behavior Change Interventions;
  - 2. Medical and Laboratory Services;
  - 3. Partner Services;
  - 4. Leadership and Program Management;
  - 5. Surveillance and Data Management; and
  - 6. Training and Professional Development;
- C. Maintain written program procedures covering these six (6) core activities. All procedures shall be consistent with the requirements of this Contract;
- D. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of the HIV/STD confidential information maintained by the Grantee and any subcontractors as part of the activities under this Contract (as per Section I: General Requirements [M.17]);
- E. Establish and maintain mutually agreed-upon formal written procedures with local providers to ensure the provision of partner services in accordance with DSHS HIV/STD Program POPS. The procedures must specify processes (e.g., communication, documentation) to facilitate timely partner elicitation by the local health department following the delivery of HIV-positive test results to persons tested by Grantee;
- F. All staff conducting these services must be permitted to provide HIV and/or syphilis screening(s) by collecting blood-based specimens, in both field and clinical settings. Supplemental testing must be collected by venipuncture immediately, on site, after a point-of-care preliminary positive test result. Staff will offer and perform these tests unless the person refuses. HIV and syphilis specimens may be submitted through the DSHS public health laboratory or another laboratory designated by the Grantee and approved in advance by DSHS;
- G. All staff conducting these activities must be permitted to deliver all HIV and/or STD results, including positive results, in both field and clinical settings;

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- H. When conducting field work, all staff conducting these activities must be permitted to disclose the reason for contact (e.g., exposure to someone who tested positive for HIV and wanted to ensure test availability, positive test results were received from a provider, laboratory, life insurance company, etc.) with the exception of when an individual has been identified as part of a cluster; and
  - I. Staff conducting these activities will deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure the individual is provided with adequate information about their test results and the implications, is offered appropriate treatment, and is linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; PrEP; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services).

#### TESTING AND STATUS-NEUTRAL LINKAGES: DATA TO CARE

Grantee will:

- A. Establish a schedule with DSHS for when surveillance line lists of people who need engagement in care services will be available for public health follow-up. Grantee shall notify DSHS if the schedule or public health follow-up work load needs to be adjusted;
- B. Ensure 25% of eligible persons who have tested positive for HIV who are identified and appear to be without regular HIV medical services based on laboratory criteria (e.g., viral load/CD4 results) or evidence from a provider/case manager are referred to specifically trained, designated Local Health Department or Jurisdictional (LHD/J) staff to be connected to HIV-specific medical care. The activities taken to locate individuals must be documented in the designated data system. This includes confirmation that the person attended the HIV medical care appointment;
- C. Ensure 25% of eligible persons who have been identified as out of medical care for more than twelve (12) months after their initial diagnosis are contacted by designated LHD/J staff to re-establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the person attended the HIV medical care appointment;
- D. Inform the local HIV Ryan White Planning Council of activities and outcomes of Data to Care efforts, at least semiannually. The report will include, but should not be limited to, a summary of outcomes for investigations initiated; the number of re-engaged individuals who are retained in HIV medical care one year after re-engagement; and viral suppression outcomes for re-engaged individuals one and two years after re-engagement who were linked to care because of the intervention. DSHS will assist the Grantee in the analysis of these outcomes;
- E. Share successes, failures, and best practices for Data to Care linkage/re-linkage with DSHS Central Office and other Data to Care sites. These will be shared and

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discussed during regularly scheduled calls with DSHS Central Office and Data to Care-funded sites; and

- F. Establish an agreement with at least one HIV care provider in their area. The agreement will outline procedures to ensure the local health department will receive a line listing of persons who may be out medical care from that facility. The procedures may include, but should not be limited to, the following activities: conduct a data match to surveillance data to determine if an individual requires follow-up for linkage services and conduct re-linkage activities for those individuals requiring linkage services.

TESTING AND STATUS-NEUTRAL LINKAGES: PROVIDER OUTREACH AND EDUCATION RELATED TO HIV, STDs, AND HCV TESTING

Grantee and any subcontractors will:

- A. Ensure local providers have the most current information about HIV, STD, and HCV testing and treatment; and
- B. Provide key public health messages related to HIV viral suppression, the promotion of prevention services, encouraging the provision of PrEP and nPEP, or other related and locally relevant topics to local medical providers.

SURVEILLANCE-BASED RESPONSE: CLUSTER DETECTION AND RESPONSE (CD&R)

Grantee will:

- A. Hire a Management Analyst who will assist with response activities related to clusters. This position will be responsible for:
1. Linking persons who are not in care to HIV medical care;
  2. Offering additional HIV testing to persons identified related to the cluster who tested negative in the past, and linking persons newly diagnosed with HIV to HIV medical care;
  3. Linking persons who test negative for HIV to PrEP services;
  4. Conducting chart abstractions for assigned persons related to one or more clusters, as determined by DSHS;
  5. Conducting public health detailing with appropriate health care providers to ensure providers understand the importance of routine HIV testing, the HIV diagnostic algorithm, PrEP and how to prescribe or to make a referral to PrEP, and genotyping/resistance testing for persons newly diagnosed with HIV; and
  6. Working with Central Office to investigate molecular and time/space clusters identified by DSHS or CDC, and informing Central Office of any patterns observed by Public Health Follow-Up that might indicate a cluster;
- B. Ensure all individuals newly diagnosed with HIV will be interviewed in accordance with DSHS HIV/STD Program POPS;

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- C. Ensure all partners elicited will be entered into the STD data management system, according to the DSHS HIV/STD Program POPS, Chapter 8;
  - D. Ensure all persons within the social-sexual network of an identified HIV cluster who have been previously diagnosed with HIV and who have been out of care for more than six (6) months, are re-engaged to establish HIV medical services. The activities taken to locate the person must be documented in the designated data system. This includes confirmation that the person attended an HIV medical care appointment;
  - E. Deliver all positive test results within the designated timeframes referenced in the DSHS HIV/STD Program POPS. Staff will ensure individuals understand test results and are linked to other medical and social resources as appropriate (e.g., HIV testing and counseling; Pre-Exposure Prophylaxis; Harm Reduction Services; STD clinical services; partner services; HIV medical and support services; substance abuse treatment services; and mental health services);
  - F. Ensure that each HIV/AIDS case reflects the following:
    - 1. The person was informed of HIV status;
    - 2. Partner services were discussed and offered, if appropriate; and
    - 3. Referrals for appropriate additional services (e.g., HIV Services, Other Medical Services, and Substance Abuse Treatment) were made;
  - G. Complete the cluster abstraction form provided by DSHS. If data indicates less than eighty-five percent (85%) of cases assigned for abstraction have a completed cluster abstraction form, DSHS may (at its sole discretion) require additional measures to be taken to improve that percentage according to the timetable mandated by DSHS; and
  - H. Establish and maintain collaborative relationships with local businesses, community clinics, and CBOs who serve populations most affected by HIV or other STDs, as well as with appropriate local and institutional individuals and groups (e.g., providers, hospitals, mental health and intellectually disabled facilities, and infection control nurses).

### **III. PERFORMANCE MEASURES**

System Agency will monitor Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

Performance of the Grantee and their subcontractors, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports will be regularly assessed. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.

### **IV. TANGIBLE REINFORCEMENTS**

Grantee and any subcontractors will:



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- A. Receive approval for tangible reinforcements in advance in writing by DSHS Program. DSHS funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage participation of the priority population(s) in relevant activities funded under this Contract; and
  - B. Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements. The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for recruitment of individuals into testing and linkage programs; for recruitment and retention of peer volunteers; to encourage people to return for test results; for people who are confirmed to have linked to HIV medical care; and for participation in community assessments, engagement, planning, or focus groups. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

V. **PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS**

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Grantee and any subcontractors will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Data may be included in Grantee and subcontractor reports to parties other than DSHS provided DSHS is acknowledged and the information is aggregated in such a way that no individual may be identified. Data may not be used for research purposes by Grantee or any other party without prior approval of the DSHS Institutional Review Board and pre-approval by DSHS Program. Grantee and any subcontractors may not share electronic data sets with other parties without advance written permission of DSHS.

Grantee and any subcontractors will:

- A. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of the HIV/STD confidential information maintained by the Grantee and any subcontractors as part of the activities under this Contract (as per Section I: General Requirements [M.17]);
- B. Submit data on all program activities and contacts using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs;
- C. Ensure that all data submitted to DSHS are complete and accurate. Grantee and any subcontractors must conduct data quality assurance prior to monthly submissions

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following the DSHS-approved Work Plan quality assurance procedures. Data quality assurance activities must be documented and made available for review by DSHS staff upon request;

- D. Protect the security of program reporting data and the confidentiality of individuals' information;
- E. Protect paper records and electronic data collected and stored at its facility from security breaches, and keep such data confidential;
- F. Ensure individuals' privacy is maintained and data is collected confidentially when data/information is elicited verbally;
- G. Ensure that data entry into program reporting systems will occur in a confidential environment, safeguarding against unauthorized disclosure of people's information and ensure that such environments are consistently maintained;
- H. Ensure data entered into program reporting systems is input only by properly authorized staff;
- I. Assure data integrity is maintained and that data entered in program reporting systems is entered accurately;
- J. Understand that users of the program data systems will require user identification and authentication (such as challenge passwords);
- K. Ensure that persons entering data do not circumvent security measures;
- L. Ensure data are accessed only by authorized persons;
- M. Ensure program data are used in a manner that protects people's privacy and is in accordance with federal and state law and the terms of this Contract;
- N. Implement policies and procedures for use of data in a secure manner that protects individuals' privacy and prevents against unauthorized access to, and use of, program data;
- O. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers;
- P. Protect data transported within its entity or to external parties consistent with the constraints and requirements listed herein;
- Q. Protect data transmitted electronically within its entity or to external parties (when not using DSHS data reporting systems) consistent with the constraints and requirements listed herein;
- R. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed;
- S. Agree to publish, implement, and make available policies on data security and people's privacy, and train staff regularly regarding those requirements (Grantee and any subcontractors must maintain records documenting such training);
- T. Require each individual member of Grantee's staff, subcontractors' staff, and all volunteers, to sign an agreement pledging to abide by applicable policies and procedures pertaining to data security and people's privacy. Grantee and any subcontractors will maintain these written agreements and make them available

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- upon request to DSHS in a timely manner;
- U. Abide by rules of conduct/data security guidelines provided by DSHS to safeguard the program reporting data;
  - V. Develop a personnel sanction policy to hold Grantee staff, subcontractor staff, and all volunteers responsible for any violations of these policies. If Grantee uses subgrantees, Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract, including all provisions related to confidentiality;
  - W. Agree to make staff available for training on the use of program reporting systems and data security;
  - X. Comply with DSHS efforts to maintain lists of staff under this Contract authorized to use the program reporting systems;
  - Y. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach;
  - Z. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits; and
  - AA. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee and any subcontractors shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee and any subcontractors perform quality services and meet performance standards.

## **VI. PROGRAM MONITORING AND PROGRESS REPORTS**

Grantee will:

- A. The Grantee (and each subcontractor or volunteer, if applicable) shall cooperate with direct monitoring by DSHS. Monitoring will be conducted via site visits using DSHS monitoring tools and may be announced or unannounced. This monitoring may consist of the review of records (including the records of people who received services) and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable);
- B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include: a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed in Section III: Performance Measures above and a detailed response to all items listed in the report;
- C. Provide the required reports to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) with copies to the designated DSHS HIV/STD Program Consultants and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates: March 1, 2021,

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and October 1, 2021;

- D. The Grantee shall provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns, all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable);
- E. The Grantee shall maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subcontractor staff as needed;
- F. The Grantee and any relevant subcontractor(s) or volunteer(s) shall cooperate with DSHS policies for addressing all concerns or problems identified during the Contract period;
- G. If Grantee or subcontractor performance is deficient, DSHS will notify the Grantee in writing. The Program Consultant will work with the Grantee to identify the corrective action required by the Grantee to address the deficiency. The Program Consultant will deliver, or coordinate the delivery of, additional technical assistance to support the Grantee in taking the corrective action. If the corrective action is successful in resolving the problem, DSHS will notify the Grantee in writing that resolution has been achieved. If the corrective action is unsuccessful in resolving the problem, DSHS has all the following options:
  - 1. Revise deliverables (e.g., requiring Grantees to report with increased frequency);
  - 2. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;
  - 3. Progressively reduce the total funds in response to repeated failures to comply with requirements;
  - 4. Suspend payment on the Contract pending correction of the deficiency by the Grantee; or
  - 5. Terminate the Contract.

## **VII. QUALITY ASSURANCE ACTIVITIES**

Grantees that enter into contracts with subcontractors are entirely responsible to DSHS for the performance of those subcontractors. If subcontractors are used, Grantee is expected to adequately monitor the implementation of interventions and other funded activities under this Contract, the efficient and effective use of resources by the subcontractor(s), and the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Contract, and to ensure that subcontractors are properly collecting and reporting data. DSHS staff may also monitor the subcontractor's activities and conduct periodic site visits, with notification to the Grantee.

Grantee and any subcontractors will:

- A. Ensure that activities performed under this Contract are of high quality and

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consistent with all the requirements of this Contract, to meet DSHS performance expectations;

- B. Implement an orientation plan for new staff (i.e., new hires involved in activities funded under this Contract), which may be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Contract;
- C. Solicit feedback from people served by this Contract and create a summary of the feedback for each intervention at least once during the term of this Contract. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period. All related documentation must be available for review during DSHS site visits;
- D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting;
- E. Follow DSHS quality assurance requirements for all activities related to this funding. Refer to Section I: General Requirements above for links to relevant documents;
- F. Perform the Quality Monitoring activities for all staff members performing direct services to ensure compliance. Refer to Section I: General Requirements above for links to relevant documents; and
- G. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subcontractors. DSHS may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

#### **VIII. TRAINING REQUIREMENTS**

Grantee and any subcontractors will:

- A. Authorize and require staff to attend training, conferences, and meetings as directed by DSHS;
- B. Appropriately budget funds in order to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <https://www.dshs.texas.gov/hivstd/training/> and/or as otherwise specified by DSHS. Grantee and any subgrantees shall document that these training requirements are met; and
- C. Ensure that staff hired are trained within three (3) months of employment.

#### **IX. FUNDS MANAGEMENT, INVOICING, AND PAYMENTS**

Grantee will:

- A. Request payments monthly using the State of Texas Purchase Voucher (Form B-13), located at <http://www.dshs.texas.gov/grants/forms.shtm>, the Voucher Support Form and acceptable supporting documentation for reimbursement of the required services/deliverables. Grantee is required to identify expenditures by budget

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category and funding code. Voucher and any supporting documentation must be emailed to the address below:

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, TX 78714-9347  
EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov);

- B. Be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract;
- C. Conduct periodic examinations of utilization and expenditure data;
- D. Agree to read the DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract (<http://www.dshs.texas.gov/contracts/cfpm.shtm>);
- E. Not use funds to make payments directly to people seeking services OR use funds to purchase or majorly improve any building or other facility; and
- F. Bill according to the activities and amounts defined in the Allocation by Code document, located at <http://www.dshs.texas.gov/hivstd/funding/default.shtm>.

If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

DSHS Program will monitor Grantee's expenditures on a quarterly basis.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.

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Insert  
ATTACHMENT C  
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## Program Information

**Organization Name** Safe City Commission dba One Safe Place

One Safe Place will utilize the Ending the HIV Epidemic grant funds to help inform and empower IPV survivors, social service providers, and others about the intersection of HIV and IPV. Funding components will include basic education on the intersection of HIV & IPV in addition to referral to HIV/sexual health services for those who seek assistance at One Safe Place; marketing and engagement that delivers a message on the importance of the intersection of HIV and IPV; and education and empowerment that increases knowledge of HIV and IPV among services providers and community leaders.

**Program Description** services providers and community leaders.

**Program Timeline** August 2022 - July 2023

### Designated Contacts

#### Contract Reviewer

Name Michelle Morgan

Title Executive Vice President & Director, Family Justice Center

Email Address [mmorgan@onesafeplace.org](mailto:mmorgan@onesafeplace.org)

Phone Number 817-502-7122

#### Contract Signer

Name Ken Shetter

Title President

Email Address [kshetter@onesafeplace.org](mailto:kshetter@onesafeplace.org)

Phone Number 817-502-7110

#### Reporting/Evaluation

Name Michelle Morgan

Title Executive Vice President & Director, Family Justice Center

Email Address [mmorgan@onesafeplace.org](mailto:mmorgan@onesafeplace.org)

Phone Number 817-502-7122

#### Reimbursement/Financial

Name Grant Summers

Title Vice President, Finance & Operations

Email Address [gsummers@onesafeplace.org](mailto:gsummers@onesafeplace.org)

Phone Number 817-502-7121

### Payment Information

Organization Address 1100 Hemphill St., Fort Worth, TX 76104

Attention To Grant Summers

**Unique Entity Identifier** Y2J3JTTGX895

the person we should send the contract to to review and make any necessary edits/provide comments

the person responsible for signing the contract

the person(s) responsible for providing periodic reporting as required by the contract

the person responsible for submitting reimbursement requests and providing supporting documentation



## Program Budget\*

EXPENSE CATEGORY	BUDGET
<b>PERSONNEL</b>	
Subtotal	\$ -
<b>FRINGE</b>	
Subtotal	\$ -
<b>TRAVEL</b>	
Subtotal	\$ -
<b>EQUIPMENT</b>	
Subtotal	\$ -
<b>SUPPLIES</b>	
Paper Marketing Materials	\$250
Clinic Supplies	\$6,000
Subtotal	\$ 6,250.00
<b>CONTRACTUAL</b>	
Graphic Design	\$5,000
Video Production	\$6,000
Subtotal	\$11,000
<b>OTHER</b>	
Professional Printing Expenses	\$17,750
Social Media Outreach	\$2,000
Training Cost	\$3,000
Subtotal	\$ 22,750.00
<b>TOTAL</b>	<b>\$ 40,000.00</b>

Note - If you do not have expenses in a category, enter 0.00

## Budget Narrative

NOTE: The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables. The amounts should directly correlate to the amounts shown in your program budget.

**Overview:** One Safe Place will utilize the Ending the HIV Epidemic grant funds to help inform and empower IPV survivors, social service providers, and others about the intersection of HIV and IPV. Funding components will include basic education on the intersection of HIV & IPV in addition to referral to HIV/sexual health services for those who seek assistance at One Safe Place; marketing and engagement that delivers a message on the importance of the intersection of HIV and IPV; and education and empowerment that increases knowledge of HIV and IPV among services providers and community leaders. The total cost for this program is \$40,000.

### Explanation of Each Budget Category:

#### Personnel – \$0.00

N/A

#### Fringe – \$0.00

N/A

#### Travel – \$0.00

N/A

#### Equipment\* – \$0.00

N/A

\*Apply your organization's capitalization threshold if it is below the federal threshold of \$5,000.00.

#### Supplies – \$6,250.00

\$6,000 is allocated towards basic supplies to outfit the clinic space located in One Safe Place's Family Justice Center. Items that are needing to be purchased to outfit the clinical with basic supplies include clinic chairs, a medical side table, hand sanitizer, alcohol/chlorohexidine wipes, lockable medicine cabinet, gloves, stethoscope, Dinamap, eye chart, first aid supplies, venipuncture kits, etc.

\$250 has been allocated for paper marketing materials, including educational materials that are developed and provided to OSP clients. In-House Printing Fees (toner, ink) at \$25/month for 7 months and Paper at \$35/box of paper (2 boxes).

#### Contractual – \$11,000.00

A professional videographer will help produce two 2-min videos that will be included in social media outreach. The rate will be \$1500/min of video production: 4min x \$1500 = \$6,000

Professional graphic design services will be utilized to create a logo and other design features that will be included on print and social media content with an estimated cost of \$5,000 for services. The logo will be aimed at promoting the program, not One Safe Place as an agency. All marketing activities related to this funding from One Safe Place will fall under one campaign logo focused on One Safe Place's efforts to help meet the goals of the EHE mission. The campaign logo will emphasize EHE, One Safe Place's place in the fight to beat HIV in Tarrant County, and the intersection of HIV and IPV. The designs will be created in collaboration with a graphic designer and a feedback committee formed of One Safe Place leadership, individuals from the VOICES survivors committee, and HIV advocates.

#### Other – \$22,750.00

Marketing materials will need to be printed through professional printing due to high volume of material as well as specific needs for the material. Printing will include posters for OSP intake rooms, stickers with logo, flyers/pamphlets to be distributed at community events, napkins, coasters, stickers, etc. The estimated cost is \$17,750 for professional printing costs.

Social media advertisement costs for digital outreach and engagement at \$200 per advertisement (10 advertisements over the course of the funding period x \$200 = \$2,000).

Training is a major programming component of this funding request. OSP will use the \$3,000 allocated to Bring in expert trainers to provide cultural humility and/or professional education training to staff, partners, and/or community members (costs for speaker, mileage, training fees, etc.).

**Total FRF Program Cost - \$40,000**

Program Evaluation

Program Evaluation Information								
Activity Number	Activity Conducted	Time Frame for Activity	Anticipated Cost of Activity	Expected Number to be Served by each Activity	Expected Outputs*	Expected Outcomes**	Outcome Measurement***	Intended Benefit
1	Education and Referral to HIV/Sexual Health Services for IPV Survivors	October 2022 - July 2023	\$ 12,667	250	250 clients educated on HIV risk and/or referred to sexual health resources.	50% of survivors with significant HIV risk will have indicated that they received appropriate HIV/STI testing.	Survey	Survivors of intimate partner violence will have reduced barriers to access for HIV, STI, and other sexual health services.
2	Delivering the Message on IPV and HIV	October 2022 - July 2023	\$ 22,333.00	Total Reach of 15,000 Total Engagement of 5,000	10 social media ads, attendance at 2 HIV-centered events.	Total Reach of 15,000 Total Engagement of 5,000.	1.) Social media ad data	Marketing outreach and engagement will send an important message on the intersection of HIV and IPV.
3	Increasing Knowledge of IPV and HIV	October 2022 - July 2023	\$ 5,000	60 presentation participants	60 presentation participants	70% of service providers will show an increase in knowledge on the intersection of HIV and IPV.	Post-training survey	1.) Social media ad data 2.) Tracking material distributed each report period.17

\*Show the amount of work performed or units of service to be delivered (e.g., the number of seminars, number of procedures completed, number of persons who received treatment, etc.)

\*\*Show the percentage expected change in clients' behavior / participation as a result of engaging in the program (e.g., the percentage of homeless clients placed in emergency shelter who enter job training program,

\*\*\*Choose the type of measurement you will use to measure outcomes (pre/post survey, focus group, interviews, questionnaires, combination of survey and focus group, etc.)

# Reimbursement Request Form

Subrecipient:		Unique Entity Identifier:	
Reporting Period:		SAM.gov expiration:	
Preparer's Email:			
Preparer's Phone:			

EXPENSE CATEGORY	Approved Budget	Reimbursement Request	YTD Expense	Budget Balance
PERSONNEL				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
FRINGE				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
TRAVEL				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
EQUIPMENT				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
SUPPLIES				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL				
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
OTHER				
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -
Total Request for Reimbursement: \$ -				

I certify to the best of my knowledge that the information provided herein is true and complete and that reimbursement for these expenses has not been request from any other source.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

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Insert  
ATTACHMENT D  
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# Ending the HIV Epidemic (EHE) - Work Development Plan

## PROJECT WORK PLAN

The Ending the HIV Epidemic (EHE) Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Sub awardee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by DFPS and Tarrant County prior to implementation. DFPS and Tarrant County reserve the right to make the final determination on any proposed revisions.

**GRANTEE NAME:** Tarrant County

**SUBAWARDEE NAME:** Safe City Commission dba One Safe Place

**NAME OF PROGRAM(S):** Ending the HIV Epidemic: Intersection of IPV and HIV

**GRANT AGREEMENT NUMBER:** TBD

**PERIOD OF PERFORMANCE:** 8/01/2022 - 7/31/2023

**ZIP CODES/S:** 76104

**FUNDING AMOUNT REQUESTED:** \$40,000

## RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)
1				
2				
3				
4				
5				

## CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY EHE PROGRAM CONTACT	Julian Rangel	Engagement & Outreach Specialist/Public Health Coordinator	jrangel@onesafeplace.org	817-502-7125

<b>FISCAL MANAGER</b>	Grant Summers	Vice President of Finance & Operations	gsummers@onesafeplace.org	817-502-7121
<b>EXECUTIVE DIRECTOR OR PRESIDENT</b>	Kenneth Shetter	President	kshetter@onesafeplace.org	817-502-7110
<b>PUBLIC CONTACT INFORMATION</b>				
<b>MAIN AGENCY WEBSITE:</b> www.onesafeplace.org				
<b>AGENCY EMAIL ADDRESS:</b> mmorgan@onesafeplace.org		<b>PUBLIC PHONE:</b> 817-916-4323	<b>PUBLIC EMAIL CONTACT:</b> mmorgan@onesafeplace.org	
<b>Main Agency Office Address:</b> List office locations (address and phone number), identifying primary and any other offices. 1100 Hemphill St., Fort Worth, TX 76104				

The Ending the HIV Epidemic (EHE)  
PROGRAM SUMMARY CHART

PROGRAM COMPONENT <i>List all required and ancillary program components offered (use new line for each component)</i>	PROGRAM NAME	ANTICIPATED ANNUAL OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	FREQUENCY OF PROGRAMMING	PROGRAM LENGTH	INTENSITY <i>Total # of sessions, visits, or interactions per Participant</i>	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION <i>Include all locations where programming is offered</i>	VIRTUAL CAPABILITY (Y/N)	VIRTUAL MODIFICATIONS
Ex: Mentoring	Ex: Kids in Action	80	35	Weekly	3-month cohorts (1 summer cohort)	2 sessions weekly x 12 weeks = 24	M-F 8a-5p	Home, Community, School, Library.	Yes	Via X platform
Education & Referral	Education and Referral to Services for IPV Survivors	250	25	Continuous	October 2022 – July 2023	As needed by client	M-F 8:30am – 5pm	One Safe Place	Y	Zoom
Marketing	Delivering the Message on IPV and HIV	10 social media ads, attendance at 2 HIV-centered events.	1 Social Media Ad a month; 2 HIV events over the course of year.	Monthly	October 2022 - July 2023	10 ads over the grant period; attending 2 HIV-centered events; continuous distribution of materials through various means	Continuous/Based on Event	One Safe Place, Community, Online	Y	Facebook, Instagram
Education and Empowerment	Increasing Knowledge of IPV and HIV	60 presentation participants	20 per quarter	Quarterly	October 2022 - July 2023	3 presentations	Based on event	One Safe Place, Community, Online	Y	Zoom



OUTPUTS	TARGET	OUTCOMES	TARGET
<b>OUTPUT Example:</b> Expected average number of Index Youth served annually		<b>OUTCOME Example:</b> 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
<b>OUTPUT 1:</b> Expected number of clients educated on HIV risk and/or referred to sexual health resources.	250	<b>OUTCOME 1a:</b> By the end of the grant period, 50% of IPV survivors will indicate that barriers for accessing additional services were reduced because of One Safe Place's advocacy services.  <b>OUTCOME 1b:</b> Each quarter, 70% of IPV survivors served will express that they are satisfied with the advocacy services they received at One Safe Place.	50%  70%
<b>OUTPUT 2:</b> 60 social service providers will have received training on the intersection of HIV and IPV.	60	<b>OUTCOME 2a:</b> Service providers with an increase in knowledge on the intersection of HIV and IPV.  <b>OUTCOME 2b:</b> 50% of Service providers will feel confident in being able to explain the importance of integrating of sexual health services in intimate partner violence advocacy.	70%  50%

<b>OUTPUT 3:</b> Expected number of social media ads posted, and HIV-centered events attended	10 social media ads and 2 events	<b>OUTCOME 3a:</b> Total reach and engagement from social media ads promoting awareness on the intersection of HIV & IPV (15,000).  <b>OUTCOME 3b:</b> Total engagement from social media ads and attending HIV-centered events (5,000). Engagement for media will be measured by the “engagement” number per post as reported through social media post insights. Engagement for events will be defined as the number of individuals that provided an evaluation response when visiting the One Safe Place table at an HIV-centered event.	Total Social Media Reach of 15,000  Total Social Media Engagement of 5,000 & Total of 50 individuals engaged through an HIV event.
<b>OUTPUT 4:</b>		<b>OUTCOME 4:</b>	

TARGET POPULATION	
	ANTICIPATED PERCENTAGE OF CLIENTS SERVED ANNUALLY
IPV survivors who are referred to further sexual health/HIV services by One Safe Place advocate	250 individuals (~20% of OSP clients)

## GOALS AND OBJECTIVES

*Please outline the goals and objectives. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).*  
<http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html> ).

#### Goals for the program

1. Survivors of intimate partner violence will have reduced barriers to access for HIV, STI, and other sexual health services.
2. Social service providers will have an increased understanding of the intersection between HIV and IPV.
3. Marketing outreach and engagement will send an important message on the intersection of HIV and IPV.

Goal 1: Survivors of intimate partner violence will have reduced barriers to access for HIV, STI, and other sexual health services.

Objective 1: Each quarter, 70% of IPV survivors served will express that they are satisfied with the advocacy services they received at One Safe Place.

Objective 2: By the end of the grant period, 50% of IPV survivors will indicate that barriers for accessing additional services were reduced because of One Safe Place's advocacy services.

Objective 3: By the end of the grant period, 50% of IPV survivors with significant HIV risk will have indicated that they received appropriate HIV/STI testing.

Goal 2: Social service providers will have an increased understanding of the intersection between HIV and IPV.

Objective 1: By the end of the grant period, at least 30 social service providers will have received training on the intersection of HIV and IPV.

Objective 2: By the end of a training session, at least 70% of service providers will report they have an increase in knowledge on the intersection of HIV and IPV.

Objective 3: 50% of service providers will feel confident in being able to explain the importance of integrating of sexual health services in intimate partner violence advocacy.

Goal 3: Marketing outreach and engagement will send an important message on the intersection of HIV and IPV.

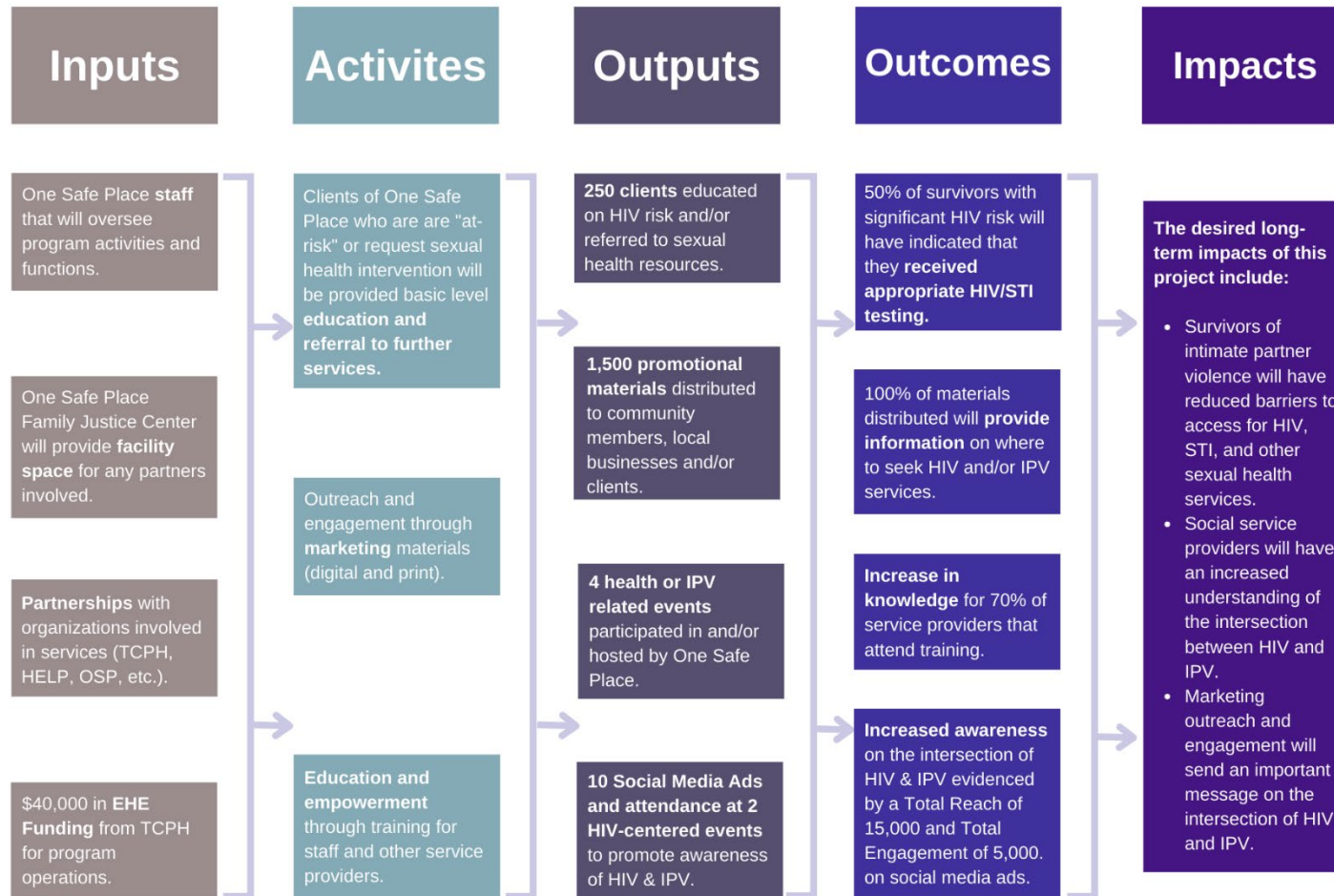
Objective 1: Each month, ad postings on social media will garner a "Total Reach" of at least 1,500 per post.

Objective 2: Each month, ad postings on social media will accumulate a "Total Engagement" of at least 500 per post.

Objective 3: 100% of marketing materials distributed (print or digital) will provide information on how to seek help for HIV and/or IPV services.

**LOGIC MODEL**

*There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes, and impact). Please include your logic model below.*



**REQUIRED & ANCILLARY PROGRAMMING PROVIDED**

*Please describe in detail the EHE Required and Ancillary Programming your agency provides and how the program will be delivered.*

**SERVICES –**

**List all addresses (locations) where services will be provided (please use full address, including ZIP Code), as well as days and times.**

*Example: Northside High School: 2211 McKinley, Fort Worth, TX 76164  
Mondays, 3:00 p.m. – 5:00 p.m.*

1. One Safe Place: 1100 Hemphill St., Fort Worth, TX 76104. M-F 8:30am – 5pm
2. GRACE: 837 E. Walnut St., Grapevine, TX 76051. By appointment.
3. Partner Agencies, Location & times vary based on agency

**Check all the service types to be provided in this program:**

- ☒ Community Engagement/Mobilization
- ☒ Education and Empowerment
- ☐ Health Literacy
- ☐ HIV Advocacy
- ☐ HIV Risk reduction counseling
- ☐ HIV Testing
- ☐ Peer Support
- ☐ PrEP/PEP services
- ☐ Stigma Reduction
- ☐ Syringe service programs (SSPs)
- ☐ Youth Engagement Activities
- ☒ Other: IPV services

**Identify the target population to be served:**

IPV survivors that indicate their abuser forced them to have sex against their will. Additionally, IPV survivors that request an HIV test and/or those that may show other risk factors for HIV infection (i.e., IV drug use, multiple sex partners, partner infidelity, etc.).

Describe the services to be provided in detail. For each program component chosen above list and detail information each program component separately. Identify ZIP Code(s) service area.

One Safe Place will integrate HIV/sexual health needs into its intake process. This will provide a way for One Safe Place advocates to identify clients who may benefit from HIV testing and/or sexual health intervention. Actual HIV testing and sexual health services will be provided by partner agencies (TCPH, HELP, JPS, etc.). Marketing and outreach will include having One Safe Place attend HIV related events, social media ads, video production, and promotional item distribution.

Education and empowerment will include training of staff, partner agencies, other service providers, and community members of the intersection of HIV and IPV. One Safe Place's services are available to all residents of Tarrant County.

**If providing REQUIRED programming, complete applicable sections below (if not, leave blank).**

<u>Harm Reduction</u>
<b>Describe the Harm Reduction services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:</b>
<b>What is the mentor to client mentee ratio:</b>

<u>Intimate Partner Violence</u>
<b>Describe the EHE program design, meeting structure and implementation plan in detail as outlined in Section 4.1.A of the RFA:</b> <ul style="list-style-type: none"> <li>• One Safe Place will provide advocacy services to those experiencing IPV. During these advocacy services, items will be assessed that may put the individual at high-risk for HIV infection (forced sex, reports of infidelity, substance use, prostitution, sex trafficking, etc.). Brief education on why client is being referred to services will be provided, and the client will then be connected to services.</li> <li>• For partners that want to provide services on site, space will be provided.</li> <li>• One Safe Place will attend at least 2 HIV-centered events to promote awareness of services provided at One Safe Place through the lens of the intersection of HIV and IPV.</li> <li>• Marketing will be conducted through social media advertisement with at least 10 ads posted throughout the grant period. Additionally, two short videos will be produced that focus on the intersection of HIV and IPV and utilized in digital marketing/advertising.</li> </ul>
<b>Describe the process for ensuring EHE members will be provided opportunities to serve in leadership roles in the community:</b> <p>Julian Rangel and Michelle Morgan will be key focal points in ensuring that One Safe Place's EHE programming is implemented smoothly. Within the role of implementing this EHE proposal, both individuals will be able to serve as leaders in the fight against HIV amongst IPV survivors, a population that requires specific and tailored understanding in trauma-informed care. Additionally, a partnership with the TCPH EHE Team will be a vital part of the implementation and management of this proposal, particularly in providing direct services to IPV survivors with sexual health needs. The TCPH EHE Team members will collaborate with OSP team members to lead the community towards a better understanding of the intersection of HIV and IPV.</p>

<u>Youth</u>
<b>Summarize the EHE program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include a EHE Scope and Sequence and label as <u>Attachment D-1 Scope and Sequence</u>.</b>



<p><b>Describe how the three EHE elements will be incorporated into your program design.</b></p> <ol style="list-style-type: none"> <li><b>1. Leadership knowledge</b></li>   <li><b>2. Leadership skill building</b></li>   <li><b>3. Leadership in action</b></li> </ol>
<p><b>Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:</b></p>
<p><b><u>Community-Based Services</u></b></p>
<p><b>Summarize the EHE program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include a EHE Scope and Sequence and label as <u>Attachment D-1 Scope and Sequence</u>.</b></p>
<p><b>Describe how the three EHE elements will be incorporated into your program design.</b></p> <ol style="list-style-type: none"> <li><b>4. Leadership knowledge</b></li>   <li><b>5. Leadership skill building</b></li>   <li><b>6. Leadership in action</b></li> </ol>

**Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:**

**Engagement:**

*Please outline how you plan to engage community in your Ending the HIV Epidemic programming.*

What strategies will be used to demonstrate a commitment to the meaningful involvement of community in your program implementation process?

One Safe Place will be a presence at Ending the HIV Epidemic programming across the county as well as any other relevant events. Additionally, One Safe Place hopes to host community members for networking events, trainings, and/or discussions that increase community knowledge on the intersection of HIV and IPV. Community will also be a continued underlying principle when creating promotional materials and marketing messages that address the intersection of HIV and IPV. Finally, One Safe Place works with various community leaders, business owners, nonprofit organizations, elected officials, and so much more, illustrating our commitment to community involvement.

Please detail the timeline for implementing your plan and strategies as described above.

All of the strategies listed will be continuous through the grant period. More specifically, some form of training on HIV, sexual health, and IPV will be held quarterly throughout the grant period. Social media advertisements will be posted at least once a month with messages that emphasize the connection between HIV & IPV. Lastly, attendance at HIV related events will be of top priority throughout the grant period.

**PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS**

*Please briefly describe how all funded evidence-based or promising programs will be implemented.*

Provide **Exhibit F Evidence-Based Ranking Tool** and label as **Attachment D-2 Evidence-Based Ranking Tool**

Applicant provides documentation of evidence-base, research, or information on each proposed program with a curriculum by completing the PEI Evidence-Based Program Ranking Tool.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

N/A			
Curriculums			
<i>Add additional rows as needed</i>			
Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments

Virtual Programming			
<i>Please briefly describe how you may shift components of your program to virtual if needed.</i>			
What is your plan if for any reason <b>training</b> must shift to a <b>virtual format</b> due to social distancing, local restrictions etc.?			
One Safe Place has multiple Zoom accounts. Each advocate has their own Zoom account that is available to use when an intake or follow-up needs to be completed virtually. Additionally, multiple admin personnel have Zoom Pro accounts to use when necessary. Most importantly, One Safe Place does have Zoom Webinar capabilities if a webinar format is called for.			
<i>If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.</i>			
Event or Initiative	Begin Date	End Date	Audience/ Stakeholders
For each Program Component able to be provided virtually, describe any variations or modifications.			
Any trainings that are scheduled will be moved to a virtual format via Zoom instead of in-person.			
One Safe Place will be able to provide intake services virtually via Zoom instead of in-person.			

**PROGRAM IMPLEMENTATION**

*Please describe in detail how program will be implemented under this Grant Agreement*

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting CLIENTS to the program.

Startup activities will include the following:

- Integrating any necessary HIV/sexual health related questions that will help identify clients in need of HIV/sexual health intervention.
- Developing and finalizing partnerships with agencies that will be used as resources for those in need of HIV testing/sexual health intervention.
- Creating logos and designs for digital marketing
- Developing, approving, and ordering promotional items to be distributed.
- Scheduling initial trainings for staff, other service providers, and interested community members.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of CLIENTS and families were identified to be served by the program, please provide ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

Outreach strategies will include:

- Client intake process
- Social media outreach

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Clients with the potential to be underrepresented in programming such as young men or Youth of color.

One Safe Place's doors are open to all individuals no matter their sex, gender, race, or sexual orientation. One Safe Place has and continues to put out the message that we serve *all* individuals who are experiencing intimate partner/domestic violence. Strategies include using inclusive language in social media messaging, inclusive language on intake forms, and inclusive language when describing our services.

Describe accessibility of programming for clients. Applicant must offer programming at times and places that meet the needs of local client.
One Safe Place is open 24/7. Advocacy services provided by One Safe Place advocates are offered Monday through Friday from 8:30am – 5pm and no appointment is required. The Underground, operated by Unbound, is open to youth 22yrs of age and younger all year around, 24/7. The Underground provides crisis drop-in services for 24 hours.
Describe how transportation needs will be met. Address any client transportation barriers or needs, and how you will coordinate or provide transportation of client to participate in EHE program activities.
One Safe Place utilizes Lyft to help with client transportation.
Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of client and their families, and what impact the program will have on the community.
N/A – program focused on IPV survivors
Describe any established community partners (including program sites, referrals, special events, etc.)
<p>One Safe Place has 24 onsite partners:</p> <ul style="list-style-type: none"> <li>• ACH Child and Family Services</li> <li>• Alliance Child &amp; Family Solutions</li> <li>• Catholic Charities</li> <li>• Cheryl's Voice</li> <li>• Clayton Youth Enrichment Services</li> <li>• DFW Non-Profit Resource Group</li> <li>• Flor Yoga Institute</li> <li>• Fort Worth Police Department</li> <li>• Goodwill Industries</li> <li>• Hairapy Center (Salon services)</li> <li>• Legal Aid of Northwest Texas</li> <li>• Methodist Justice Ministry</li> <li>• MHMR Tarrant County</li> <li>• New Day Services</li> <li>• One Safe Place</li> <li>• Tarleton State University</li> <li>• Tarrant Area Food Bank</li> <li>• Tarrant County District Attorney's Office</li> <li>• Texas A&amp;M University School of Law</li> <li>• The Ladder Alliance</li> <li>• The Net</li> <li>• The Parenting Center</li> <li>• The Shaken Baby Alliance</li> </ul>

<ul style="list-style-type: none"> <li>• Unbound</li> </ul> <p>One Safe Place has one satellite Location at Grace in Grapevine (by appointment)</p> <p>One Safe place has 5 off-site partners</p> <ul style="list-style-type: none"> <li>• Southside Church of Christ</li> <li>• Various Law Enforcement Agencies</li> <li>• The Women’s Center of Tarrant County</li> <li>• Alliance for Children</li> <li>• Crazy 8 Ministries - Burleson</li> </ul>
Describe the procedures or processes for enrollment, including how a family’s eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of EHE forms and action plans. Include your process for obtaining a new data authorization form annually for each Participant.
An initial screening process is utilized when a client walks in to identify whether they have been identified by a client as an abuser. All clients who seek services from One Safe Place are eligible for services if they are a victim of domestic violence and/or human trafficking.
List any pre- or post-assessment tools or surveys that will be utilized during program (e.g. 40 Developmental Assessments or organizational surveys etc.)
<ul style="list-style-type: none"> <li>• Client follow-up surveys</li> <li>• Training evaluations</li> </ul>
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Clients will be referred to the appropriate sexual health/HIV services when they are deemed high-risk and/or they indicate their interest in further sexual health related care. In addition, all clients are provided with a follow-up survey that asks if their needs were met and what, if anything, could be done to meet those needs. Clients with a high risk for homicide are followed-up on 1-2 days from the point of entry, all others are followed-up within 3-5 days. Follow-up methods include phone calls, emails, and in-person dependent on what is safest for the client.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
Our services are not limited to the adult population only and are therefore youth as needed. For clients requiring referrals, a service plan is created, provided to the client if safe to do so is, and tracked in client database.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities as well as information that will be required in Participant file or activity notes.
One Safe Place maintains a confidential digital client database as well as hard copies.

Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Post-surveys, and administration of the Program Experience Survey.
Monitoring tool to meet guidelines will come TCPH.
Outline plans to sustain programming beyond the five-year Period of Performance.
N/A – a 5-yr period of performance was not requested in initial request for proposals.
Where are your programs listed? (i.e.: social media, 2-1-1 Texas, etc.)
Facebook, Instagram, 2-1-1 Texas, domesticshelters.org

#### ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of Participants, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities, and other aspects.
One Safe Place is able to provide services in a variety of languages through its partnership with Akorbi, Inc. Akorbi provides translators for more than 145 languages as well as American Sign Language and Braille. Additionally, One Safe Place is a LGBTQ+ friendly organization. All intake forms use gender and sexual orientation inclusive language. One Safe Place's chaplain is able to connect clients with faith-based services that met their spiritual and/or religious needs. Advocates at One Safe Place are specialized in working with low-income survivors and utilize approaches that take low socio-economic status into consideration.
Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.
One Safe Place is led by one president and one executive vice president and two vice presidents. The Executive Vice President is Michelle Morgan, she has an extensive background in victim advocacy. The Vice President of Development & Engagement is Felipe Gutierrez, he is Latino and identifies as LGBTQ+. Felipe has extensive Fort Worth and Tarrant County community connections at all levels of the community. The One Safe Place Board is made up of 14 individuals in which 50% are female, one-third is people of color, and two members have personally been impacted by domestic violence. Additionally, the One Safe Place Board comes from a wide variety of backgrounds including security, public health, healthcare, civic leaders, and attorneys.

#### PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:
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None
Provide the following attachment(s):
<ul style="list-style-type: none"> <li>▪ <b>Agency Organization Chart</b> that shows how the PEI-funded program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as <b><u>Attachment D-3 Agency Org Chart</u></b>.</li> <li>▪ <b>EHE Program Chart</b> should include all staff and volunteers funded by EHE and clearly show lines of reporting and supervision. Label as <b><u>Attachment D-4 EHE Program Chart</u></b>.</li> <li>▪ <b>EHE Job Descriptions</b> should include all staff positions funded by EHE. Label as <b><u>Attachment D-5 EHE Job Descriptions</u></b>.</li> </ul>
Describe the staffing structure for the EHE program. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting IPV survivors.
Anybody that is working on the grant deliverables.
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.
Please see organizational chart for supervision structure. The EHE activities/strategies will mainly be managed by Julian Rangel and Michelle Morgan with certain components being integrated with the help of Jessi Rixie (advocacy services) and Felipe Gutierrez (assistance with engagement and development). All fiscal management will be under the supervision of Grant Summers.
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.
Interns may be utilized for activities related to this grant. Interns are to be college level and their tasks/duties may span from organizing materials, creating social media posts, managing training evaluation data, and even providing supervised advocacy services themselves. Interns may come from a social work, public health, healthcare, mental health, and/or criminal justice college level program. Supervision of interns is determined based on the college institutions requirements. Usually this means they are supervised by a One Safe Place employee that is qualified in the profession that the intern is seeking their degree in.
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.
In the case of a vacancy, the Executive Vice President will assume the role of providing deliverables.
Describe your organization's policies and procedures for reviewing case files for quality and completeness.
A quarterly audit of files, a quarterly supervision of an intake done by an advocate, and one-on-one meetings with advocate team member to review and reflect on file audits and observations.



Describe your process for tracking all training for staff and the position(s) responsible for tracking.			
Initial hires are required to undergo 20 hours of training focused on domestic violence, trauma-informed care, child witnesses to violence, and LGBTQ+ intimate partner violence. These are tracked on a checklist with a date of completion and maintained in the employee's personnel file. Ongoing staff training is not systematically maintained, and staff is responsible for maintaining their own professional training that may apply to any certifications, licenses, etc. Training that is provided by One Safe Place is tracked and maintained for CCPD reporting.			
List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural competency/humility, stigma reduction, structural racism, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA:			
Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Diversity, Equity, and Inclusion Training with focus on racial biases, discrimination, and injustices.	All staff	<input type="checkbox"/> In-person by model <input checked="" type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	June 2023
The intersection of HIV and IPV with an emphasis on reducing stigma	All staff	<input checked="" type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	January 2023
Addressing HIV Risks with IPV survivors	Advocacy staff	<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	By December 2022
		<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	
		<input type="checkbox"/> In-person by model	

		<input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	
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**DATA USE**

*Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement*

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

Data gained from two main sources will be used to inform ongoing program improvement. Data from client follow-up surveys will be used to understand client needs, where our staff needs to improve, and to inform what advocacy approaches are working. Training evaluations will inform which trainings are providing relevant information, increasing knowledge, and improving empowerment.

**GRANT ADMINISTRATION**

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

The activities and strategies set out in this grant will be managed by Julian Rangel under the supervision of Michelle Morgan. One Safe Place has extensive experience in managing reporting on multiple grants. Reports are generated about a week before they are due so that time is allowed for review, revision, and submission by the 15<sup>th</sup> of the month. Additionally, Grant Summers, the VP of Finance and Operations has a track record of responsible fiscal management of grant monies. All accounting and fiscal management is maintained through QuickBooks and, as required by several recurring grants, a full third-party audit is undergone each year. In addition, during Grant's eight years providing oversight, no material issues have been noted.

Describe the quality assurance procedures you have in place.

2.16 Separation of Accounting Responsibilities 1. Procedures for Handling Checks and Cash Received a. VP Finance: Open mail and any checks received, then book the funds into QuickBooks and prepare for deposit (Cash funds should be placed in a lockable safe until deposited). Copies of each check should be made and stamped "Posted" to indicate that they have been recorded in the accounting books, the date and name of the person booking the deposit are recorded as well. b. VP Finance: Prepare the deposit slip with the original being sent with deposits and the carbon being retained with the copies of the checks. Staple the deposit receipt issued by the bank together with the copy of the deposit slip and the copies of the checks. c. VP Finance: File the deposit bundle in an appropriate manner so that anyone needing to research or confirm a deposit can locate and verify the contents. d. President: Review reports periodically. 2. Procedures for Invoices and Bills Received a. VP Finance: Open mail and immediately stamp each invoice with the date received stamp as well as an endorsement stamp (which includes boxes for name of entity responsible for payment,

account number or name, amount, approved by, date of check and check number). Record the name of the entity, account number or name and amount. b. VP Finance: Book the invoices in QuickBooks accounts payable, stamp the invoice "Posted" and initial. Deliver to President. c. President: Approve appropriate invoices by initialing. 15 d. VP Finance: Prepare the checks for all approved invoices. Stamp each invoice as "Paid", initial each invoice, and record date and check number in the appropriate box on each invoice. Assemble checks with supporting invoice to deliver to signers. e. Signers: Verify that the name, address and amount on each check ties to the information supporting invoices. Any discrepancies should be noted and returned immediately for correction. All checks should be signed and returned to the person responsible for mailing. f. VP Finance: Mail the checks and payment coupons. Staple a copy of the signed check, along with the voucher copy of each check, to each invoice and file the bundle to insure anyone needing to research or confirm payment of the expense can locate and verify the contents 3. Reconciliation, Monthly Closing of the Books a. Independent Accountant: Perform monthly bank account reconciliation to verify that all deposits and all disbursements on the bank statement have been properly booked in the accounting records. Prepare a monthly reconciliation report, dated and signed by the person that performed the function which is then sent to the President. b. President: Review and approve monthly reconciliation reports and forward to VP Finance for filing. c. VP Finance: File the report at SCC offices in a manner to allow anyone needing to research or confirm a reconciliation to locate and verify its contents.

LOG OF ATTACHMENTS		
<i>Add additional rows as needed</i>		
Name of Attachment	Provided	Notes:
Attachment D-1: EHE Scope and Sequence	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	Does not apply to this proposal.
Attachment D-3: Agency Org Chart	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-4: EHE Program Chart	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	No personnel funded by EHE grant
Attachment D-5: EHE Job Descriptions	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	No personnel funded by EHE grant

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Insert  
ATTACHMENT E  
Here

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**Certificate Number:**  
2022-924347

Date Filed:  
08/19/2022

**Date Acknowledged;**

MJR 9/29/22

- 1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

Safe City Commission  
Fort Worth, TX United States

- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HHS000897700004-1

## Ending the HIV Epidemic (EHE) initiative program

[illegible]

- 5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is Ken Skelter, and my date of birth is 01/20/1972

My address is 908 MAGNOLIA GREEN DR FORT WORTH TX 76104 USA  
(street) (city) (state) (zip code) (country)

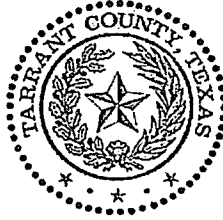
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 19<sup>th</sup> day of AUGUST, 2022.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

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Insert  
ATTACHMENT F  
Here



**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.

Michelle Morgan (Name)  
Safe City Commission dba (Company) One Safe Place  
1100 Hemphill St (Address)  
Fort Worth, TX 76104 (Address)  
PHONE 817-502-7122 -- FAX \_\_\_\_\_  
EMAIL mmorgan@onesafeplace.org

Michelle Morgan Signature 8.25.2022 Date

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Insert  
ATTACHMENT G  
Here



### Federal Award Checklist

1	Subrecipient Name	Safe City Commission dba One Safe Place
2	Subrecipient DUNS Number	363569208
3	Federal Award Identification Number (FAIN)	Y2J3JTTGX895
4	Federal Award Date	8/1/2022
5	Subaward Period of Performance Start and End Date	8/1/22 to 7/31/2023
6	Amount of Federal funds Obligated by this Action	\$40,000.00
7	Amount of Federal funds Obligated to this Subrecipient	\$40,000.00
8	Federal Award Project Description , as required by FFATA	Ending the HIV Epidemic
9	Name of Federal Awarding Agency	Centers of Disease Control
10	Pass-Through Entity	Department of State Health Service
11	Contact Information of Awarding Official	Abram Oliver
12	CFDA Number and Name	HHS000897700004-1
13	Identification of whether the award is R&D	
14	Indirect Cost Rate	\$0

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Insert  
ATTACHMENT H  
Here

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and Safe City Commission d/b/a One Safe Place, hereafter referred to as "One Safe Place", ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the "HITECH Act"), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County Public Health.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY ("Business Relationship").

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

## 1. Definitions

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the COUNTY.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean One Safe Place.

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

## 2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information, or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

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### 3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

- 3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,
  - (a) would not violate the Privacy Rule if done by COUNTY;
  - (b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;
  - (c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);
  - (d) is in compliance with the HITECH Act and its implementing regulations;
- 3.2 use or disclose Protected Health Information as required by law;
- 3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- 3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

- 3.5 Business Associate agrees to use and disclose confidential information only in the following manner:
  - As required to perform the work detailed in the Texas Department of State Health Services (DSHS) Ending the HIV Epidemic (EHE) Subrecipient Contract for Contract No. HHS000897700004 Attachment B Statement of Work.
  - As needed to provide healthcare services for HIV/STD prevention and outreach activities, educational events, and other community-based services related to obligations as a subrecipient.

### 4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

- 4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;
- 4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;

- 
- 4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;
- 4.4 to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.
- 4.5 to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;
- 4.6 to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- 4.7 to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;
- 4.8 to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- 4.9 to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

- 
- 4.10 to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;
- 4.11 to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;
- 4.12 to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- 4.13 to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY);
- 4.14 to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;
- 4.15 to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;
- 4.16 to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;
- 4.17 if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,
- (a) to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,
  - (b) if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any

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such report at least 2 business days in advance of its submission to the Secretary.

## **5. Responsibilities of COUNTY with Respect to Protected Health Information**

If deemed applicable by COUNTY, COUNTY shall:

- 5.1 provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;
- 5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- 5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

## **6. Sanctions**

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

## **7. Disclosures Required by Law**

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

## **8. Term and Termination**

**8.1 Term.** This agreement will begin on the date that the associated *Subrecipient Contract* is approved in Tarrant County Commissioner's Court, and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

**8.2 Termination for Cause.** COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

**8.3 Effect of Termination.** Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY, or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not

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affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

## **9. Miscellaneous**

### **9.1 INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

**9.2 Survival.** The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

**9.3 Notices.** Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight



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carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

**If to Business Associate:**

One Safe Place  
1100 Hemphill Street  
Fort Worth, TX 76104

Attn: Michelle Morgan

**If to Covered Entity:**

Tarrant County Public Health  
1101 South Main Street, Suite 2500  
Fort Worth, TX 76104

Attn: Privacy Officer

**9.4 Amendments.** This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

**9.5 Interpretation.** Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

**9.6 Third Parties.** Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

**9.7 Assignments.** Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

**9.8 Independent Contractor.** This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between them evidencing their Business Relationship.

**9.9 Governing Law and Venue.** This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement 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.

**9.10 Third Party Interpretation.** This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. This agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

**9.11 Form 1295 Compliance.** CAN acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties by completing Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, with the Texas Ethics Commission as required by law.

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**9.12 Required Attachments.** This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11. COUNTY shall be responsible to include instructions for completing Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies regarding Form 1295:

- ☒ Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- ☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order

No. \_\_\_\_\_.

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

**BUSINESS ASSOCIATE**

Michelle Morgan  
Signature

Michelle Morgan  
Printed Name

Executive Vice President  
Title

9.14.2022  
Date

**COUNTY OF TARRANT  
STATE of TEXAS**

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

**APPROVED AS TO FORM:**

Kimberly C. Wesley  
Criminal District Attorney's Office\*

\*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.