

COMMISSIONERS COURT
REGULAR SESSION
August 9, 2004

The Hunt County Commissioners Court met this day at 10:00A.M. with Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted, with change added to #9172 due to error on the Agenda.

NEW BUSINESS:

9179 On the motion by Jim Latham, second by Kenneth Thornton, the Court approved the Quarterly Report from Audie Murphy/American Cotton Museum presented by Adrien Witkofsky.

9180 On the motion by Phillip Martin, second by Ralph Green, the Court approved requested variance of Order #8103 prohibiting the keeping of Wild Animals approved on September 24, 2001, pursuant to Chapter 240-L.G.C. in accordance with the ADA specifications regarding Service Animals. Denease Oliver – Certified Trainer address the Court stating these animals are donated by a Doctor and once trained – given to a disabled person. These animals are screened for all types of diseases. She was asking the Court to let her continue work to help Americans with Disabilities. Limmers are trained to detect to on set of heart problems, strokes and seizures. Additionally, Mrs. Oliver asks the Court to permit the training of Pigmy Chimpanzee or Chimpanzee breeds. (Court noted Limmers do not fall under specified animals listed in Court Order #8103). The Court agreed to allow no more than 2 of any Chimpanzee breeds of any type to be trained for ADA purposes only, at any given time. The Court also noted any changes must be brought back to the Court. This agreement is for this requestor only. Any other individuals with the same type of request will be required to also address the Court.

See Attachment.

9181 On the motion by Green, second by Thornton, the Court approved the 2005 Contract for Public Health Services between the Texas Department of Health, Hunt County and the City of Greenville. Donna Hilleary advised the Court this contract is as usual, no change in money amounts, but noted receiving agency name is now listed as Department of State Health Services. *See Attachment.*

9182 On the motion by Martin, second by Latham, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR3110 in Pct 3, with the usual stipulations.

9183 On the motion by Green, second by Martin, the Court approved the preliminary plat for Sandy Creek- Phase 2 in Pct 2 presented by Michael Heine.

9184 On the motion by Latham, second by Martin, the Court approved the preliminary plat for Glenn View Estates- Phase 1 in Pct 4.

— ‘Discuss and possibly proposal for increased funding for the Warrant Service Program in FY 2004/2005 Budget. Joe Knight – Warrant Officer was present advising the Court \$94,991.34 has been collected through the recent Warrant Round-up. Joe Knight was present asking for 2 part time workers. The possibility of an Amnesty Program in the month of December was also discussed. The Court agreed no action taken today, to be addressed in FY 2004/2005 Budget. *See Attachment.*

ADDENDUM:

9185 On the motion by Green, second by Thornton, the Court approved acceptance of approximately 1.1 miles of CR 2277 (seal coat road) into the County Maintenance Program. Commissioner Green stated this road has been completed over 1 year ago and ask this to be placed on County Maintenance.

9186 On the motion by Thornton, second by Green, the Court approved approximately 1,275 ft. of road upgrade of dirt to rock on CR 1026 in Pct 1. Money has been deposited into Escrow Account.

HEAR AND DISCUSS REPORTS:

Darrell Hobbs – Buena Vista Subdivision (Smith Rd) in Pct 2 was present to discuss speeding vehicles on this road. He also was citing 4’ to 5’ high foliage on this road, but realized this was cut down last Friday by Commissioner Green’s Pct workers. Judge Bobbitt suggested the possibility of a speed control person. The Court is looking at other options stating this is the #1 complaint on County roads.

9187 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

9188 On the motion by Green, second by Martin, the Court approved line-item budget transfers.

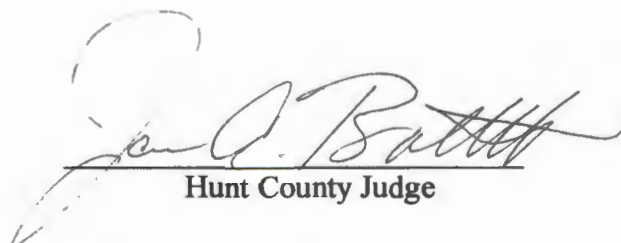
PERSONNEL AND PAYROLL:

Auditor:	Remove Jennifer Burk due to her resignation, to return to college, effective 7-29-04.
911:	Remove Casey Sharp due to her resignation, to attend TX A&M in College Station full time, effective 7-28-04.
Commissioner Pct 2:	Remove Earl Ramsey, he has exhausted all of his FMLA time and is still physically unable to return to work, effective 8-5-04. Change Charles Barnett from part time to full time Pct Worker/ G4 at \$25,000.00 per year, effective 8-2-04. Funds available.
Commissioner Pct 3:	Remove Marin Ortiz due to resignation for better job opportunity, effective 7-27-04. He left in good standing and I would hire him back again.
County Clerk:	Remove Christie Wooten due to her resignation, her husband is in the ministry and has been called by a church in Burkburnett, TX., effective 8-13-04. Definate re-hire, if job available. Add Jennifer Thomason as hourly Deputy Clerk at \$9.50 per hour, effective 8-5-04. Training period.
JP Pct 1/Pl 2:	Add Lisa Vega as hourly File Clerk at \$9.00 per hour, effective 8-5-04.
JP Pct 4:	Change Shannon Lindsey from hourly to full time Deputy Clerk/G4 at \$19,777.00, effective 7-5-04.
Juvenile Detention:	Add Zackery Woolvertson as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add William Cook as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add Tanya Collins as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add Mary Mosley as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add Susan Hawkins as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add Travis Bouldin as hourly Detention Officer at \$8.00 per hour, effective 8-4-04. Add James Hamilton as hourly Detention

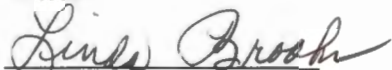
	Officer at \$8.00 per hour, effective 8-4-04.
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9189 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

_____ Court Adjourned at 11:20A.M. Minutes approved this 22 day of
August, 2004.


Hunt County Judge

Attest:



Hunt County Clerk

MAY WE HELP YOU

PO BOX 1826

(972) 563-1919

TERRELL, TEXAS 75160

Non-profit

AUG - 9 2004

9180
FILED FOR RECORD
at 2 o'clock P M
By Linda Brooks
County Clerk, Tarrant County, Tex

MAY WE HELP YOU is a non-profit organization that will train the larger Primates (Pigmy Chimpanzees and possibly Chimpanzees) as Service Animals for disabled individuals. We are a model program.

The superior intelligence of the Pigmy Chimpanzee and Chimpanzee and their loving nature has been proven for many years, making them the ideal animals for a Service Animal. We are also considering also attempting to train Spider Monkeys as Service Animals.

Disabled individuals are dependent on their care givers, who often abuse or neglect them. Disabled individuals are often afraid, have lost their self esteem and dignity, and have no independence. The AMERICANS DISABILITIES ACT of 1990 give disabled persons the privilege of using Service Animals and we want to provide them with the opportunity.

We have been training small primates to signal heart problems, seizures, and the onset of strokes. We train only with love, no food or force training. By forming a non-profit corporation we can assist more disabled persons by training and providing more animals. MAY WE HELP YOU is operated by Everlasting Life In The Word Ministries. We are lucky to have two experienced and Certified Service Animal Trainers in our congregation that have volunteered their services for many years to help others.

We want to train and provide animals that can perform more services for disabled individuals. The larger non-human primates, such as Pigmy Chimpanzees and chimpanzee can perform many services for a disabled individual that a dog or smaller primate can not, thus giving them back the dignity and independence they have lost.

We do not want our physical address made public because we do not want the animals being trained being stolen or people trying to come for show and tell at the petting zoo. This is a serious commitment and we want to be able to train and provide these non-human primates to disabled individuals in need, well trained and willing to serve.

0180

Longevity of a Service Animal is also an issue for a disabled person. They require an animal specifically trained for their needs that can be with them for many years and not have to be replaced frequently. Dogs live about 10 to 12 years but can only serve as a Service Animal for about 6 or 7 yrs. Small primates live about 17 to 20 years but are mean and their teeth must all be pulled before being placed in a home as a Service Animal. The larger non-human primates live 60 to 65 years and can willingly serve as a Service Animal for over 50 years. Obviously the larger primates can provide many more years of service and perform many more tasks for a disabled individual.

Pigmy chimpanzees and chimpanzees are capable of dialing 911, heating a prepared meal in the microwave, putting on disabled individuals' clothes, use a fire extinguisher and pulling someone to safety, act as a guardian, use sign language, and many more tasks that a dog or smaller primate can not perform.

All of the Service Animals will be delivered to their patient FREE OF CHARGE, with Certification credentials including a photo ID and having been tested and free of communicable disease.

The Service Animals in training will be out in the public as part of their training to help a disabled individual live a more normal life. They will NEVER be exhibited or exploited.

It takes a serious commitment to train a large primate as a Service Animal, allowing them to live as a child within your home. They are not grown until about 5 yrs old. The pigmy chimpanzees will come to us as babies and they will remain in training until they are at least 5 yrs. of age, and when we know that they are dependable in service and are willing to serve they will be delivered to their new home and disabled individual. The expense of training each animal is immense, but worth the efforts and expense involved.

We want to be able to provide a Certified Service Animal to any disabled individual that needs one. These animals will have been tested and be presented with all of the paperwork to prove they are disease free. Not only will a service animal give a disabled person some dignity, independence and quality of life, they also can allow individuals into the workforce that otherwise could not compete for jobs.

The trained and Certified Service Animals will never be charged for. They will be donated to an individual in need of a Service Animal.

We need your financial support. We need to purchase several of these larger non-human primates and to keep Liability Insurance.

We hope that you will feel this project is worthy of your financial support, and will send a contribution. Please help us by spreading the word about our project and assist us in being able to provide these Certified Service Animals for the disabled.

Please send a contribution.

Respectfully submitted,

Denease Oliver, Director
MAY WE HELP YOU



#9181
FILED FOR RECORD
 at 2 o'clock P M

AUG - 9 2004

LINDA BROOKS
 County Clerk, Hunt County, Tex.
 By [Signature]

DSHS DOCUMENT NO. 7560010179 2005

CONTRACT FOR PUBLIC HEALTH SERVICES

Contract Issued by: DEPARTMENT OF STATE HEALTH SERVICES
(RECEIVING AGENCY) 1100 WEST 49TH STREET
 AUSTIN, TEXAS 78756-3199

CE

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

MAILING ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

STREET ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

NAME OF AUTHORIZED

CONTRACTING ENTITY: COUNTY OF HUNT/CITY OF GREENVILLE
 (If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME: HUNT COUNTY

ADDRESS: P.O. BOX 1097 GREENVILLE TX 75401-1097
 (City, State, Zip)

State of Texas Vendor Identification No. (14 digits)
 17560010179022

PAYEE AGENCY Fiscal
Year Ending Month: September

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

☐ Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.

☐ Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.

☐ For Profit Organization ☐

SUMMARY OF CONTRACT DOCUMENTATION:

COVER PAGE 1 - Receiving and Performing Agency Data
 COVER PAGE 2 - Details of Attachment(s)
 COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS - 6/ 2004
 ATTACHMENT(S)
 EXHIBITS, IF APPLICABLE

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	OPHP/LPHS C039227000	09/01/04	08/31/05		96,906.00	0.00	96,906.00
DSHS Document No.7560010179 2005					Totals	\$ 0.00	\$ 96,906.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

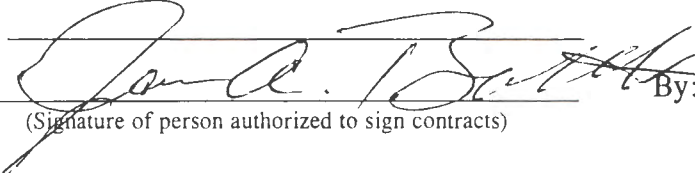
COUNTY OF HUNT/CITY OF GREENVILLE
Authorized Contracting Entity (type above if different
from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:


RECEIVING AGENCY NAME:

GREENVILLE-HUNT COUNTY HEALTH
DEPARTMENT

DEPARTMENT OF STATE HEALTH
SERVICES

By: 
By: _____
(Signature of person authorized to sign contracts)
Jim Morris, Mayor
Joe Bobbitt, Hunt County Judge

(Name and Title)

By: 
By: _____
(Signature of person authorized to sign contracts)
Bob Burnette, Director
Procurement and Contracting Services Division

(Name and Title)

Date: _____

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different
from person authorized to sign contract)
Gina Rushing, D.O.

DSHS Document No: 7560010179 2005

**GENERAL PROVISIONS FOR
DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS**

TABLE OF CONTENTS

ARTICLE	1 - PREAMBLE
	2 - TERM
	3 - FUNDING
	4 - AMENDMENTS
	5 - APPLICABLE LAWS AND STANDARDS
	6 - DEBARMENT AND SUSPENSIONS
	7 - ASSURANCES
	8 - CHILD ABUSE REPORTING REQUIREMENTS
	9 - INTELLECTUAL PROPERTY
	10 - HISTORICALLY UNDERUTILIZED BUSINESSES
	11 - CONFLICT OF INTEREST
	12 - CERTIFICATION OF SOFTWARE, HARDWARE, FIRMWARE, AND MICRO CODE PRODUCTS
	13 - STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT
	14 - BONDING
	15 - FUNDING PARTICIPATION REQUIREMENT
	16 - ALLOWABLE COSTS AND AUDIT REQUIREMENTS
	17 - TERMS AND CONDITIONS OF PAYMENT
	18 - ADVANCE PAYMENTS
	19 - PROGRAM INCOME
	20 - OVERTIME COMPENSATION
	21 - EQUIPMENT AND SUPPLIES
	22 - CONTRACTS WITH SUBRECIPIENTS
	23 - CONTRACTS FOR PROCUREMENT
	24 - REPORTS
	25 - INSPECTIONS
	26 - RECORDS RETENTION
	27 - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION
	28 - SANCTIONS
	29 - SANCTION REVIEW
	30 - BREACH OF CONTRACT CLAIM
	31 - TERMINATION
	32 - VOID CONTRACT
	33 - SEVERABILITY
	34 - LOCAL HEALTH DEPARTMENT PERSONNEL
	35 - SURVIVAL OF TERMS
	36 - CONSTRUCTION OF AMBIGUITIES
	37 - NO WAIVER OF SOVEREIGN IMMUNITY
	38 - CERTIFICATION

Paper Publications Number: 29-11834, Revised June 2004

Any alteration to this document constitutes a counter-offer and must be approved in writing by the Department of State Health Services.

GENERAL PROVISIONS FOR DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract, and to uphold and abide by its terms and provisions. This contract consists of:

- RECEIVING and PERFORMING AGENCY identifying data,
- Details of Attachment(s),
- authorized signatures,
- General Provisions, and
- Attachment(s).

Attachments may include the following elements as applicable:

- detailed Scope(s) of Work,
- Special Provisions,
- budget(s), and
- exhibit(s).

This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The terms "shall" and "will" are used interchangeably in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract for PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The term (time period) of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be renewed, extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

ARTICLE 4. Amendments

Amendments to this contract must be in writing and signed by individuals with authority to bind the parties.

Uniform Grants Management Standards and RECEIVING AGENCY procedures authorize limited changes to a contract attachment with prior written approval from RECEIVING AGENCY. PERFORMING AGENCY must submit request in format prescribed by RECEIVING AGENCY Program. RECEIVING AGENCY will consider the request and document approval or disapproval in writing. PERFORMING AGENCY is responsible for ensuring that any modification to a contract Attachment becomes a part of the contract file.

RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article. PERFORMING AGENCY shall not perform and RECEIVING AGENCY will not pay for the performance of different or additional services, work, or products except pursuant to an amendment that is executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than ninety (90) days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification shall include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at <http://www.capitol.state.tx.us/statutes/statutes.html>; the UGMS are located on the Internet at <http://www.governor.state.tx.us/stategrants/>.

PERFORMING AGENCY shall not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS). If at any time this contract exceeds \$100,000 of federal funds, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY

previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and,
- It is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation. If PERFORMING AGENCY'S status with respect to the items certified above changes during the contract term, PERFORMING AGENCY shall notify RECEIVING AGENCY immediately.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.*, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §§1101 *et seq.*, as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- The requirements of any other nondiscrimination statute(s); and

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, religion, age, sex or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY'S ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, 42 USC §§289a-1 *et seq.*, as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.
- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities in the private sector who may handle blood borne pathogens, or Title 25 Texas Administrative Code (TAC), Chapter 96, which affects facilities in the public sector.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Texas Government Code, Chapter 469, as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code, Chapter 165, relating to the rights of mothers to breast-feed and the promotion of breast-feeding. RECEIVING AGENCY will support PERFORMING AGENCY in complying by providing promotional material and information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 458-7796.

J. Environmental standards pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality."
- (2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
- (3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961.
- (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951.
- (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*, as amended.
- (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
- (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.
- (8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§1531 *et seq.*, as amended.

K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

L. The Fair Labor Standards Act, 29 USC §§201 *et seq.*, and the Intergovernmental Personnel Act of 1970, 42 USC §§4701 *et seq.*, as applicable, concerning minimum wage and maximum hours.

M. General Appropriations Act, Regular Session, 78th Legislature, 2003, Article §9-6.13, page IX-35, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a local workforce development board; or an MHMR community center.

N. Texas Government Code, Chapter 573, relating to nepotism.

O. Texas Government Code, Chapter 552, relating to open records and public information.

P. Texas Government Code, Chapter 551, relating to open meetings.

Q. Texas Occupations Code, Chapter 1701, as amended, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, as amended, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial

assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.

If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

If PERFORMING AGENCY provides immunizations, PERFORMING AGENCY shall comply with all immunization reporting guidelines and requirements set forth in the Health and Safety Code, Chapter 161, Subchapter A. This requirement shall also apply to subrecipients or subcontractors of PERFORMING AGENCY, if any.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Part 2, which cover compensation for employees' injuries.

When incorporated into an Attachment, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Child Abuse Reporting Requirements

[PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (ACFH/FEE-FP, Title X Family Planning (BWH/TITLE X), Title XX Family Planning (BWH/TTLXX), Primary Health Care (ACFH/PHC), Title V Maternal and Child Health (ACFH/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (BNS/WIC-CARD, and the Services Delivery Integration project (SDI/FFS).] PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement and enforce a written policy that includes at a minimum the TDH Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY. (The policy and checklist are available at each of the above-referenced programs' websites.)

ARTICLE 9. Intellectual Property

Texas Health and Safety Code §12.020, as amended, authorizes RECEIVING AGENCY to protect intellectual property developed as a result of this contract.

"Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.

"Work made for hire" is a copyrightable work prepared for RECEIVING AGENCY use, or a work specially ordered or commissioned through a contract for RECEIVING AGENCY use. RECEIVING AGENCY owns works made for hire unless it agrees otherwise by contract.

If federal or state funds are used to finance activities supported by this Contract that result in the production of original material, the federal or state awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal or state government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal or state awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal or state awarding agency)" or "The project described was supported by grant number _____ from (federal or state awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal or state awarding agency)."

In the event the terms of a federal or state grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a PERFORMING AGENCY purchases ownership with grant support.

If the results of the contract performance are subject to copyright law, the PERFORMING AGENCY cannot publish those results without prior review and approval of RECEIVING AGENCY.

ARTICLE 10. Historically Underutilized Businesses

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor will it acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements shall

operate "accurately" in the manner in which they were intended when given a "valid date" containing century, year, month, and day.

For purposes of this Article, "supplied or supported software, hardware, firmware, and micro code products" does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

- A) "accurately" is defined to include the following:
 - 1) calculations shall be correctly performed using four-digit year processing;
 - 2) functionality-on-line, batch including entry, inquiry, maintenance and updates shall support four-digit year processing;
 - 3) interfaces and reports shall support four-digit year processing;
 - 4) processing with a four-digit year shall occur without human intervention;
 - 5) correct results in forward and backward date calculation spanning century boundaries shall be provided;
 - 6) correct leap year calculations shall be performed; and,
 - 7) processing correct results in forward and backward date calculation spanning century boundaries shall occur;
- B) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) shall produce desired results for all valid date values within the application domain;
- C) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;
- D) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;
- E) "general integrity" shall mean no value for current date will cause interruptions in desired operation;
- F) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;
- G) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;
- H) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) shall obtain a warranty from any vendor/licensor from which it obtains product(s), that product(s) delivered and installed under the contract/license shall accurately process valid date data when used in accordance with the product documentation provided by the contractor/licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products shall perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor's standard commercial warranty or warranties contained in the

contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY'S product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in RECEIVING AGENCY'S Financial Administrative Procedures Manual (documents available at http://www.tdh.state.tx.us/grants/form_doc.htm). Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete accounting records, that identify the source and application of funds provided under each Attachment, and that support the information contained in required financial reports; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY shall bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions shall be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient shall become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY'S monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance shall provide for indemnification of losses occasioned by: 1)

any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY'S employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State, Local and Tribal Governments	OMB Circular A-133 and UGMS	UGMS

The OMB circulars cited above shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, "State of Texas Single Audit Circular." The audit shall be of PERFORMING AGENCY'S or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/ AUTHORIZED CONTRACTING ENTITY shall submit a copy to Health and Human Services Commission (HHSC), OIG Single Audit at the following address:

Health and Human Services Commission
Attention: Single Audit OIG
Mailcode H-954
1100 West 47th Street
Austin, Texas 78756-3199

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed. If those conditions are met, RECEIVING AGENCY will make payment in accordance with the Texas prompt payment law (Texas Government Code, Chapter 2251).

PERFORMING AGENCY is entitled to exercise remedies for nonpayment in accordance with Texas Government Code, Chapter 2251, Subchapter D.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY'S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall make a good faith effort to maintain its current level of support. PERFORMING AGENCY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under the Attachment(s).

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within thirty (30) days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY, or if financial status report(s) required under the Reports Article are not submitted by the date(s) due. RECEIVING AGENCY may take repayment from funds available under any Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY shall make the request on a State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY'S Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds shall be expended during the applicable Attachment term; any unexpended funds must be refunded to RECEIVING AGENCY.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY shall submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions or the Special Provisions of the Attachment.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

- A. Additive method - add the program income to the funds already committed to the project by both parties.
- B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY shall expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY'S proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health and Safety Code, §12.053, title to all equipment and supplies purchased from funds from this contract shall be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than \$5,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than \$500, they will be considered equipment, shall be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the Attachment including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds shall be itemized in the budget. Any changes to the equipment list contained in the budget shall be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY shall submit a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written amendment or Attachment Change Notice.

PERFORMING AGENCY shall maintain a nonexpendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets. If any item of equipment is no longer needed to perform services under the Attachment(s) or becomes inoperable, PERFORMING AGENCY shall request disposition instructions in writing from RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s) that are not renewed, title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling \$25,000 or twenty-five percent (25%) of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and include the following:

- Name and address of all parties;
- A detailed description of the services to be provided;
- Measurable method and rate of payment and total amount of the contract;
- Clearly defined and executable termination clause;

- Beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- Records retention requirements consistent with UGMS;
- Access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract;
- All clauses required by state/federal statutes, executive orders, and their implementing regulations; and
- Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, Uniform Grant Management Standards issued by the Governor's Office, applicable Office of Management and Budget Circulars, and applicable Code of Federal Regulations.

PERFORMING AGENCY agrees that all contracts with other subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY shall monitor both financial and programmatic performance and maintain pertinent records that shall be available for inspection by RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- Subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations including prompt payment of any subcontractors pursuant to Texas Government Code, Chapter 2251, Subchapter D;
- Subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- Subrecipients complete required audits;
- An adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports; and, that
- RECEIVING AGENCY is immediately notified in writing of alleged or actual misuse or misappropriation of contract funds by subrecipients.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement of goods and services unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement of goods and services shall be in writing and contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Remedies for prompt payment of any subcontractor pursuant to Texas Government Code, Chapter 2251, Subchapter D.
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).
- Compliance with the Copeland "Anti-Kickback" Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction

contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC § 7401), § 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), 42 USC §§6201, *et seq.*, as amended.

ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269A (TDH Form GC-4a) within thirty (30) days following the end of each of the first three (3) quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269A (TDH Form GC-4a), not later than ninety (90) days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form B-13), or any other form designated by RECEIVING AGENCY, with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY and/or HHSC other reports including financial reports determined necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY and/or HHSC.

ARTICLE 25. Inspections

RECEIVING AGENCY, Health and Human Services Commission (HHSC), and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, HHSC, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. RECEIVING AGENCY will have the right to audit billings both before and after payment. Payments will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY and/or HHSC upon examination of PERFORMING AGENCY'S records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY'S resolution of findings will be conveyed in writing within thirty (30) days of receipt of the report of the deficiencies. PERFORMING AGENCY'S resolution of findings will be sent to the agency(ies) referenced in the cover letter of the report. A RECEIVING AGENCY and/or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY and HHSC determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY and its subrecipients and subcontractors shall retain medical records in accordance with 22 Texas Administrative Code (TAC), Part 9, §165.1(b)(c) or other applicable statutes and regulations governing medical information. PERFORMING AGENCY shall retain and preserve all other records, including financial records, which are generated or collected by PERFORMING AGENCY or its subrecipients or subcontractors under the provisions of this contract, for a period of four (4) years after the termination of the Attachment(s). If an Attachment is funded through Medicaid, the federal retention period, if more than four (4) years shall apply. PERFORMING AGENCY and its subrecipients shall retain all records for an Attachment that is the subject of litigation or an audit until the litigation is ended or all questions pertaining to the audit are resolved.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 27. Confidentiality of Protected Health Information

PERFORMING AGENCY is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law.

PERFORMING AGENCY is required to disclose protected health information of patients or clients provided services funded through this contract to RECEIVING AGENCY upon request, or as otherwise required in other contract provisions.

RECEIVING AGENCY is authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, for funding, payment and administration of the grant program.

RECEIVING AGENCY is also authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, under exceptions to state confidentiality laws and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at §164.512, and Occupations Code, Chapter 159, at §§159.003 and 159.004.

PERFORMING AGENCY must maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. RECEIVING AGENCY may require PERFORMING AGENCY to transfer original or copies of patient and client records to another entity, without the consent or

authorization of the patient or client, upon termination of this contract, or if the care and treatment of the individual patient or client is transferred to another entity.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY'S policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code § 85.112-114.

ARTICLE 28. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of this contract and will monitor PERFORMING AGENCY for both programmatic and financial compliance. HHSC may impose or recommend imposition of sanctions to RECEIVING AGENCY for any breach of this contract and will monitor PERFORMING AGENCY for financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. Terminate all or a part of this contract. See the Termination Article in these provisions.
- B. Suspend all or part of this contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY'S authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. Disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. Temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. Permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. Deny contract renewal or future contract awards to a PERFORMING AGENCY;
- G. Delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

- H. Place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance shall be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. Conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. Require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. Disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. Establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. Require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. Demand repayment from PERFORMING AGENCY;
- O. Reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the Attachment(s); and,
- P. Impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which shall be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within fifteen (15) days of receipt of notice, a written response to RECEIVING AGENCY'S program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY'S decision is final and PERFORMING AGENCY shall take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of this contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;

- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of this contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY'S conduct or inaction is an emergency will be determined by RECEIVING AGENCY on a case-by-case basis and will be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 29. Sanction Review

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, reduction of contract funding or other contract amendment resulting from noncompliance, and denial of contract renewal or future contract awards.

PERFORMING AGENCY shall make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY'S notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY'S position; and (7) a statement and authorities in support of PERFORMING AGENCY'S position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY'S representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY'S representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. Breach of Contract Claim

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon its expiration date unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the Attachment term, all or a part of this contract may be terminated with or without cause as set out below.

- A. Termination is the permanent withdrawal of PERFORMING AGENCY'S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
- B. Termination without cause.
- (1) Either party may terminate this contract with at least ninety (90) days prior written notice to the other party.
 - (2) The parties may terminate this contract by mutual agreement.
 - (3) Either party may terminate this contract with at least thirty (30) days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, withdrawn, or discontinued.
 - (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.
- C. Termination for cause.
- (1) Either party may terminate for material breach of this contract with at least thirty (30) days written notice to the other party.
 - (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least thirty (30) days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:
 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;
 - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
 - (f) PERFORMING AGENCY'S management system does not meet the UGMS management standards; or
 - (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - (i) PERFORMING AGENCY fails to make payments;
 - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;

- (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or
- (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

D. Emergency termination. In emergency circumstances, RECEIVING AGENCY may terminate this contract immediately upon notice to PERFORMING AGENCY by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 32. Void Contract

RECEIVING AGENCY may hold this contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the

- A. Termination is the permanent withdrawal of PERFORMING AGENCY'S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
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 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;
 - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
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- (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

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Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

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ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the

payment to such employee of a so-called "flat rate" car allowance or travel allowance. Any travel or per diem allowance to these employees shall be on a reimbursement basis, supported by appropriate records, and shall not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction shall apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY shall utilize RECEIVING AGENCY'S policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY'S Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the contract Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state-budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY'S Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. Construction of Ambiguities

The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract shall not be construed against the drafters.

ARTICLE 37. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE PARTIES OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

ARTICLE 38. Certification

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under this contract.

DOCUMENT NO. 7560010179-2005
ATTACHMENT NO. 01
PURCHASE ORDER NO. C039227000

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with PERFORMING AGENCY'S FY 05 *Local Public Health System (LPHS) Service Delivery Plan*, dated May 27, 2004 and the FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds, dated June 15, 2004.

The assessment and/or evaluation activities must include a standard that is identified in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this contract Attachment must be pre-approved by RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services; and
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".
- Texas Administrative Code, Title 25, Chapter 83, Subchapter A "Permanent Fund for Children and Public Health".

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

The following documents are incorporated by reference and made a part of this contract Attachment:

- PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan; and
- FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds.

PERFORMING AGENCY may not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

RECEIVING AGENCY shall inform PERFORMING AGENCY in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. PERFORMING AGENCY shall comply with the amended law, rule regulation, standard or guideline except that PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 05 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit A.

PERFORMING AGENCY shall provide activities and services as submitted by PERFORMING AGENCY and approved by RECEIVING AGENCY in the FY 05 LPHS Service Delivery Plan in the following county(ies)/area: Hunt.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Reports** Article, is revised to include the following paragraphs:

PERFORMING AGENCY shall submit quarterly progress reports which describe progress toward completing the activities and services contained in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan and any written revisions. PERFORMING AGENCY shall submit the first, second and third quarter's progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter, and the final report and improvement plan to RECEIVING AGENCY sixty (60) days after the end of this contract Attachment term in a format specified by RECEIVING AGENCY.

PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2005.

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	76,243.00	0.00	76,243.00
b. FRINGE BENEFITS.....	17,683.00	0.00	17,683.00
c. TRAVEL.....	980.00	0.00	980.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	2,000.00	0.00	2,000.00
f. CONTRACTUAL.....	0.00	0.00	0.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	96,906.00	0.00	96,906.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	96,906.00	0.00	96,906.00
k. RECEIVING AGENCY SHARE.....	96,906.00	0.00	96,906.00
l. PERFORMING AGENCY SHARE (Includes m. PI)	0.00	0.00	0.00
m. PROGRAM INCOME:			
	0.00	0.00	0.00
m.2. Program Income (projected).....	0.00	0.00	0.00
m.3. Other Match.....	0.00	0.00	0.00
CONTRACT TERM			
Begin Date.....	9/1/2004		
End Date.....	8/31/2005		
DETAIL ON INDIRECT COST:			
TYPE OF RATE PROVISIONAL.....			
PREDETERMINED.....			
FINAL.....			
FIXED.....			
RATE.....	0.00000	0.00000	0.00000
BASE.....	0.00	0.00	0.00
TOTAL INDIRECT CHARGES.....	0.00	0.00	0.00

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

Exhibit A

PERFORMANCE MEASURES:

PERFORMING AGENCY: Greenville-Hunt County Health Department

Objective 1.1: PERFORMING AGENCY shall target middle schools and community groups with anti-smoking program.

Performance Measure: 100% of all 4th and 8th grade classes and all community groups, that allow, will be presented an anti-smoking program.

Objective 1.2: PERFORMING AGENCY shall participate and promote local exercise events.

Performance Measure 1.2: 100% of all local exercise events will be promoted and participated in.

Objective 1.3: PERFORMING AGENCY shall perform blood pressure tests, glucose and cholesterol screening.

Performance Measure 1.3: 100% of population is offered blood pressure, glucose, and cholesterol screening. Can only be measured by participation number.

Objective 2.1: PERFORMING AGENCY shall inspect all food establishments.

Performance Measure: 2.1: 100% of all food establishments will be inspected a minimum of twice a year or ore often depending on score and history.

Objective 2.2: PERFORMING AGENCY shall respond to food establishment complaints.

Performance Measure: 2.2: 100% of all food establishment complaints will be investigated within 24 hours of reporting.

Objective 2.3: PERFORMING AGENCY shall aid in food manager training.

Performance Measure 2.3: 100% of food management classes offered through county agent will be participated in.

Objective 2.4: PERFORMING AGENCY shall provide testing of potable water.

Performance Measure 2.4: PERFORMING AGENCY shall provide testing of potable water.

Objective 3.1: PERFORMING AGENCY shall provide immunization.

Performance Measure 3.1: 100% of all population seeking vaccinations will be provided.

Objective 4.1: PERFORMING AGENCY shall provide testing for tuberculosis.

Performance Measure 4.1: 100% of all requested TB tests will be performed.

Objective 4.2: PERFORMING AGENCY shall provide monitoring and medication for TB patients.

Performance Measure 4.2: 100% of all TB diagnosed patients will be monitored and medication provided.

Objective 5.1: PERFORMING AGENCY shall respond and enforce state laws for possible rabies exposures.

Performance Measure 5.1: 100% of all rabies exposures reported will be investigated.

Objective 6.1: PERFORMING AGENCY shall inspect and enforce state laws for public pools.

Performance Measure 6.1: 100% of all public pools under county jurisdiction will be inspected 1 time a year or more often based on score or past history.

Objective 7.1: PERFORMING AGENCY shall meet quarterly with county health coalition to discuss health concerns.

Performance Measure 7.1: 100% participation in county health coalition meetings, planning, and participation of events offered.



9181
FILED FOR RECORD
at 2 o'clock P M

AUG - 9 2004

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

CONTRACT FOR PUBLIC HEALTH SERVICES

DSHS DOCUMENT NO. 7560010179 2005

Contract Issued by: (RECEIVING AGENCY)		DEPARTMENT OF STATE HEALTH SERVICES 1100 WEST 49 TH STREET AUSTIN, TEXAS 78756-3199		CE
Legal Authority to Contract:		Chapters 12 and 121, Health and Safety Code.		
Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.				
PERFORMING AGENCY NAME: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT				
MAILING ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206				
STREET ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206				
NAME OF AUTHORIZED CONTRACTING ENTITY: COUNTY OF HUNT/CITY OF GREENVILLE (If different from PERFORMING AGENCY)				
PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):				
NAME: HUNT COUNTY				
ADDRESS: P.O. BOX 1097 GREENVILLE TX 75401-1097 (City, State, Zip)				
State of Texas Vendor Identification No. (14 digits) 17560010179022		PAYEE AGENCY Fiscal Year Ending Month: September		
PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.				
<input type="checkbox"/> Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.				
<input type="checkbox"/> Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.				
<input type="checkbox"/> For Profit Organization				
SUMMARY OF CONTRACT DOCUMENTATION:				
COVER PAGE 1 - Receiving and Performing Agency Data		GENERAL PROVISIONS - 6/ 2004		
COVER PAGE 2 - Details of Attachment(s)		ATTACHMENT(S)		
COVER PAGE 3 - Authorized Signatures		EXHIBITS, IF APPLICABLE		

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	OPHP/LPHS C039227000	09/01/04	08/31/05		96,906.00	0.00	96,906.00
DSHS Document No.7560010179 2005					Totals	\$ 0.00	\$ 96,906.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

COUNTY OF HUNT/CITY OF GREENVILLE

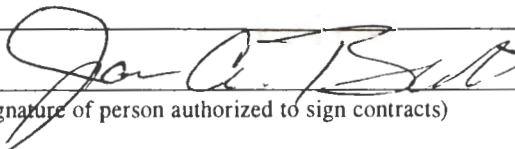
Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

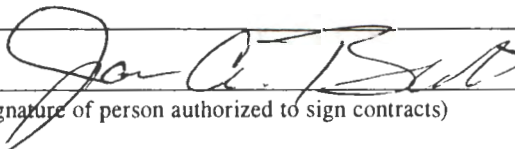
PERFORMING AGENCY NAME:

RECEIVING AGENCY NAME:

**GREENVILLE-HUNT COUNTY HEALTH
DEPARTMENT**

**DEPARTMENT OF STATE HEALTH
SERVICES**

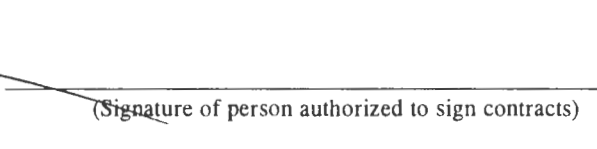
By: 
(Signature of person authorized to sign contracts)

By: 
(Signature of person authorized to sign contracts)

Jim Morris, Mayor

Joe Bobbitt, Hunt County Judge

(Name and Title)

By: 
(Signature of person authorized to sign contracts)

Bob Burnette, Director

Procurement and Contracting Services Division

(Name and Title)

Date: _____

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)
Gina Rushing, D.O.

DSHS Document No: 7560010179 2005

**GENERAL PROVISIONS FOR
DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS**

TABLE OF CONTENTS

ARTICLE	1 - PREAMBLE
	2 - TERM
	3 - FUNDING
	4 - AMENDMENTS
	5 - APPLICABLE LAWS AND STANDARDS
	6 - DEBARMENT AND SUSPENSIONS
	7 - ASSURANCES
	8 - CHILD ABUSE REPORTING REQUIREMENTS
	9 - INTELLECTUAL PROPERTY
	10 - HISTORICALLY UNDERUTILIZED BUSINESSES
	11 - CONFLICT OF INTEREST
	12 - CERTIFICATION OF SOFTWARE, HARDWARE, FIRMWARE, AND MICRO CODE PRODUCTS
	13 - STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT
	14 - BONDING
	15 - FUNDING PARTICIPATION REQUIREMENT
	16 - ALLOWABLE COSTS AND AUDIT REQUIREMENTS
	17 - TERMS AND CONDITIONS OF PAYMENT
	18 - ADVANCE PAYMENTS
	19 - PROGRAM INCOME
	20 - OVERTIME COMPENSATION
	21 - EQUIPMENT AND SUPPLIES
	22 - CONTRACTS WITH SUBRECIPIENTS
	23 - CONTRACTS FOR PROCURMENT
	24 - REPORTS
	25 - INSPECTIONS
	26 - RECORDS RETENTION
	27 - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION
	28 - SANCTIONS
	29 - SANCTION REVIEW
	30 - BREACH OF CONTRACT CLAIM
	31 - TERMINATION
	32 - VOID CONTRACT
	33 - SEVERABILITY
	34 - LOCAL HEALTH DEPARTMENT PERSONNEL
	35 - SURVIVAL OF TERMS
	36 - CONSTRUCTION OF AMBIGUITIES
	37 - NO WAIVER OF SOVEREIGN IMMUNITY
	38 - CERTIFICATION

Paper Publications Number: 29-11834, Revised June 2004

Any alteration to this document constitutes a counter-offer and must be approved in writing by the Department of State Health Services.

GENERAL PROVISIONS FOR DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract, and to uphold and abide by its terms and provisions. This contract consists of:

- RECEIVING and PERFORMING AGENCY identifying data,
- Details of Attachment(s),
- authorized signatures,
- General Provisions, and
- Attachment(s).

Attachments may include the following elements as applicable:

- detailed Scope(s) of Work,
- Special Provisions,
- budget(s), and
- exhibit(s).

This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The terms "shall" and "will" are used interchangeably in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract for PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The term (time period) of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be renewed, extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

ARTICLE 4. Amendments

Amendments to this contract must be in writing and signed by individuals with authority to bind the parties.

Uniform Grants Management Standards and RECEIVING AGENCY procedures authorize limited changes to a contract attachment with prior written approval from RECEIVING AGENCY. PERFORMING AGENCY must submit request in format prescribed by RECEIVING AGENCY Program. RECEIVING AGENCY will consider the request and document approval or disapproval in writing. PERFORMING AGENCY is responsible for ensuring that any modification to a contract Attachment becomes a part of the contract file.

RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article. PERFORMING AGENCY shall not perform and RECEIVING AGENCY will not pay for the performance of different or additional services, work, or products except pursuant to an amendment that is executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than ninety (90) days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification shall include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at <http://www.capitol.state.tx.us/statutes/statutes.html>; the UGMS are located on the Internet at <http://www.governor.state.tx.us/stategrants/>.

PERFORMING AGENCY shall not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC § 1352, as amended, and UGMS). If at any time this contract exceeds \$100,000 of federal funds, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY

previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and,
- It is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation. If PERFORMING AGENCY'S status with respect to the items certified above changes during the contract term, PERFORMING AGENCY shall notify RECEIVING AGENCY immediately.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.*, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §§1101 *et seq.*, as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- The requirements of any other nondiscrimination statute(s); and

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, religion, age, sex or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY'S ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, 42 USC §§289a-1 *et seq.*, as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.
- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities in the private sector who may handle blood borne pathogens, or Title 25 Texas Administrative Code (TAC), Chapter 96, which affects facilities in the public sector.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Texas Government Code, Chapter 469, as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code, Chapter 165, relating to the rights of mothers to breast-feed and the promotion of breast-feeding. RECEIVING AGENCY will support PERFORMING AGENCY in complying by providing promotional material and information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 458-7796.

- J. Environmental standards pursuant to the following:
- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality."
 - (2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
 - (3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961.
 - (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951.
 - (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*, as amended.
 - (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.
 - (8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§1531 *et seq.*, as amended.
- K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
- L. The Fair Labor Standards Act, 29 USC §§201 *et seq.*, and the Intergovernmental Personnel Act of 1970, 42 USC §§4701 *et seq.*, as applicable, concerning minimum wage and maximum hours.
- M. General Appropriations Act, Regular Session, 78th Legislature, 2003, Article §9-6.13, page IX-35, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a local workforce development board; or an MHMR community center.
- N. Texas Government Code, Chapter 573, relating to nepotism.
- O. Texas Government Code, Chapter 552, relating to open records and public information.
- P. Texas Government Code, Chapter 551, relating to open meetings.
- Q. Texas Occupations Code, Chapter 1701, as amended, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, as amended, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial

assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.

If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

If PERFORMING AGENCY provides immunizations, PERFORMING AGENCY shall comply with all immunization reporting guidelines and requirements set forth in the Health and Safety Code, Chapter 161, Subchapter A. This requirement shall also apply to subrecipients or subcontractors of PERFORMING AGENCY, if any.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Part 2, which cover compensation for employees' injuries.

When incorporated into an Attachment, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Child Abuse Reporting Requirements

[PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (ACFH/FEE-FP, Title X Family Planning (BWH/TITLE X), Title XX Family Planning (BWH/TTLXX), Primary Health Care (ACFH/PHC), Title V Maternal and Child Health (ACFH/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (BNS/WIC-CARD, and the Services Delivery Integration project (SDI/FFS).] PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement and enforce a written policy that includes at a minimum the TDH Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY. (The policy and checklist are available at each of the above-referenced programs' websites.)

ARTICLE 9. Intellectual Property

Texas Health and Safety Code §12.020, as amended, authorizes RECEIVING AGENCY to protect intellectual property developed as a result of this contract.

“Intellectual property” means created property that may be protected under copyright, patent, or trademark/service mark law.

“Work made for hire” is a copyrightable work prepared for RECEIVING AGENCY use, or a work specially ordered or commissioned through a contract for RECEIVING AGENCY use. RECEIVING AGENCY owns works made for hire unless it agrees otherwise by contract.

If federal or state funds are used to finance activities supported by this Contract that result in the production of original material, the federal or state awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal or state government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal or state awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number _____ from (federal or state awarding agency)” or “The project described was supported by grant number _____ from (federal or state awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal or state awarding agency).”

In the event the terms of a federal or state grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a PERFORMING AGENCY purchases ownership with grant support.

If the results of the contract performance are subject to copyright law, the PERFORMING AGENCY cannot publish those results without prior review and approval of RECEIVING AGENCY.

ARTICLE 10. Historically Underutilized Businesses

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor will it acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements shall

operate "accurately" in the manner in which they were intended when given a "valid date" containing century, year, month, and day.

For purposes of this Article, "supplied or supported software, hardware, firmware, and micro code products" does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

- A) "accurately" is defined to include the following:
 - 1) calculations shall be correctly performed using four-digit year processing;
 - 2) functionality-on-line, batch including entry, inquiry, maintenance and updates shall support four-digit year processing;
 - 3) interfaces and reports shall support four-digit year processing;
 - 4) processing with a four-digit year shall occur without human intervention;
 - 5) correct results in forward and backward date calculation spanning century boundaries shall be provided;
 - 6) correct leap year calculations shall be performed; and,
 - 7) processing correct results in forward and backward date calculation spanning century boundaries shall occur;
- B) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) shall produce desired results for all valid date values within the application domain;
- C) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;
- D) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;
- E) "general integrity" shall mean no value for current date will cause interruptions in desired operation;
- F) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;
- G) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;
- H) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) shall obtain a warranty from any vendor/licensor from which it obtains product(s), that product(s) delivered and installed under the contract/license shall accurately process valid date data when used in accordance with the product documentation provided by the contractor/licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products shall perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor's standard commercial warranty or warranties contained in the

contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY'S product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in RECEIVING AGENCY'S Financial Administrative Procedures Manual (documents available at http://www.tdh.state.tx.us/grants/form_doc.htm). Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete accounting records, that identify the source and application of funds provided under each Attachment, and that support the information contained in required financial reports; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY shall bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions shall be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient shall become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY'S monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance shall provide for indemnification of losses occasioned by: 1)

any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY'S employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State, Local and Tribal Governments	OMB Circular A-133 and UGMS	UGMS

The OMB circulars cited above shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, "State of Texas Single Audit Circular." The audit shall be of PERFORMING AGENCY'S or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/ AUTHORIZED CONTRACTING ENTITY shall submit a copy to Health and Human Services Commission (HHSC), OIG Single Audit at the following address:

Health and Human Services Commission
Attention: Single Audit OIG
Mailcode H-954
1100 West 47th Street
Austin, Texas 78756-3199

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed. If those conditions are met, RECEIVING AGENCY will make payment in accordance with the Texas prompt payment law (Texas Government Code, Chapter 2251).

PERFORMING AGENCY is entitled to exercise remedies for nonpayment in accordance with Texas Government Code, Chapter 2251, Subchapter D.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY'S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall make a good faith effort to maintain its current level of support. PERFORMING AGENCY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under the Attachment(s).

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within thirty (30) days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY, or if financial status report(s) required under the Reports Article are not submitted by the date(s) due. RECEIVING AGENCY may take repayment from funds available under any Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY shall make the request on a State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY'S Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds shall be expended during the applicable Attachment term; any unexpended funds must be refunded to RECEIVING AGENCY.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY shall submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions or the Special Provisions of the Attachment.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

- A. Additive method - add the program income to the funds already committed to the project by both parties.
- B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY shall expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY'S proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health and Safety Code, § 12.053, title to all equipment and supplies purchased from funds from this contract shall be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than \$5,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than \$500, they will be considered equipment, shall be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the Attachment including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds shall be itemized in the budget. Any changes to the equipment list contained in the budget shall be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY shall submit a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written amendment or Attachment Change Notice.

PERFORMING AGENCY shall maintain a nonexpendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets. If any item of equipment is no longer needed to perform services under the Attachment(s) or becomes inoperable, PERFORMING AGENCY shall request disposition instructions in writing from RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s) that are not renewed, title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling \$25,000 or twenty-five percent (25%) of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and include the following:

- Name and address of all parties;
- A detailed description of the services to be provided;
- Measurable method and rate of payment and total amount of the contract;
- Clearly defined and executable termination clause;

- Beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- Records retention requirements consistent with UGMS;
- Access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract;
- All clauses required by state/federal statutes, executive orders, and their implementing regulations; and
- Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, Uniform Grant Management Standards issued by the Governor's Office, applicable Office of Management and Budget Circulars, and applicable Code of Federal Regulations.

PERFORMING AGENCY agrees that all contracts with other subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY shall monitor both financial and programmatic performance and maintain pertinent records that shall be available for inspection by RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- Subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations including prompt payment of any subcontractors pursuant to Texas Government Code, Chapter 2251, Subchapter D;
- Subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- Subrecipients complete required audits;
- An adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports; and, that
- RECEIVING AGENCY is immediately notified in writing of alleged or actual misuse or misappropriation of contract funds by subrecipients.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement of goods and services unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement of goods and services shall be in writing and contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Remedies for prompt payment of any subcontractor pursuant to Texas Government Code, Chapter 2251, Subchapter D.
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).
- Compliance with the Copeland "Anti-Kickback" Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction

contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC § 7401), § 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), 42 USC §§6201, *et seq.*, as amended.

ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269A (TDH Form GC-4a) within thirty (30) days following the end of each of the first three (3) quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269A (TDH Form GC-4a), not later than ninety (90) days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form B-13), or any other form designated by RECEIVING AGENCY, with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY and/or HHSC other reports including financial reports determined necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY and/or HHSC.

ARTICLE 25. Inspections

RECEIVING AGENCY, Health and Human Services Commission (HHSC), and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, HHSC, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. RECEIVING AGENCY will have the right to audit billings both before and after payment. Payments will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY and/or HHSC upon examination of PERFORMING AGENCY'S records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY'S resolution of findings will be conveyed in writing within thirty (30) days of receipt of the report of the deficiencies. PERFORMING AGENCY'S resolution of findings will be sent to the agency(ies) referenced in the cover letter of the report. A RECEIVING AGENCY and/or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY and HHSC determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY and its subrecipients and subcontractors shall retain medical records in accordance with 22 Texas Administrative Code (TAC), Part 9, §165.1(b)(c) or other applicable statutes and regulations governing medical information. PERFORMING AGENCY shall retain and preserve all other records, including financial records, which are generated or collected by PERFORMING AGENCY or its subrecipients or subcontractors under the provisions of this contract, for a period of four (4) years after the termination of the Attachment(s). If an Attachment is funded through Medicaid, the federal retention period, if more than four (4) years shall apply. PERFORMING AGENCY and its subrecipients shall retain all records for an Attachment that is the subject of litigation or an audit until the litigation is ended or all questions pertaining to the audit are resolved.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 27. Confidentiality of Protected Health Information

PERFORMING AGENCY is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law.

PERFORMING AGENCY is required to disclose protected health information of patients or clients provided services funded through this contract to RECEIVING AGENCY upon request, or as otherwise required in other contract provisions.

RECEIVING AGENCY is authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, for funding, payment and administration of the grant program.

RECEIVING AGENCY is also authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, under exceptions to state confidentiality laws and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at §164.512, and Occupations Code, Chapter 159, at §§159.003 and 159.004.

PERFORMING AGENCY must maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. RECEIVING AGENCY may require PERFORMING AGENCY to transfer original or copies of patient and client records to another entity, without the consent or

authorization of the patient or client, upon termination of this contract, or if the care and treatment of the individual patient or client is transferred to another entity.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY'S policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code § 85.112-114.

ARTICLE 28. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of this contract and will monitor PERFORMING AGENCY for both programmatic and financial compliance. HHSC may impose or recommend imposition of sanctions to RECEIVING AGENCY for any breach of this contract and will monitor PERFORMING AGENCY for financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. Terminate all or a part of this contract. See the Termination Article in these provisions.
- B. Suspend all or part of this contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY'S authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. Disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. Temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. Permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. Deny contract renewal or future contract awards to a PERFORMING AGENCY;
- G. Delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

- H. Place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance shall be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. Conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. Require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. Disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. Establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. Require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. Demand repayment from PERFORMING AGENCY;
- O. Reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the Attachment(s); and,
- P. Impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which shall be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within fifteen (15) days of receipt of notice, a written response to RECEIVING AGENCY'S program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY'S decision is final and PERFORMING AGENCY shall take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of this contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;

- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of this contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY'S conduct or inaction is an emergency will be determined by RECEIVING AGENCY on a case-by-case basis and will be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 29. Sanction Review

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, reduction of contract funding or other contract amendment resulting from noncompliance, and denial of contract renewal or future contract awards.

PERFORMING AGENCY shall make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY'S notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY'S position; and (7) a statement and authorities in support of PERFORMING AGENCY'S position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY'S representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY'S representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. Breach of Contract Claim

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon its expiration date unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the Attachment term, all or a part of this contract may be terminated with or without cause as set out below.

- A. Termination is the permanent withdrawal of PERFORMING AGENCY'S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
- B. Termination without cause.
- (1) Either party may terminate this contract with at least ninety (90) days prior written notice to the other party.
 - (2) The parties may terminate this contract by mutual agreement.
 - (3) Either party may terminate this contract with at least thirty (30) days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, withdrawn, or discontinued.
 - (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.
- C. Termination for cause.
- (1) Either party may terminate for material breach of this contract with at least thirty (30) days written notice to the other party.
 - (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least thirty (30) days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:
 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;
 - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
 - (f) PERFORMING AGENCY'S management system does not meet the UGMS management standards; or
 - (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - (i) PERFORMING AGENCY fails to make payments;
 - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;

- (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or
- (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

D. **Emergency termination.** In emergency circumstances, RECEIVING AGENCY may terminate this contract immediately upon notice to PERFORMING AGENCY by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 32. Void Contract

RECEIVING AGENCY may hold this contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the

payment to such employee of a so-called "flat rate" car allowance or travel allowance. Any travel or per diem allowance to these employees shall be on a reimbursement basis, supported by appropriate records, and shall not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction shall apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY shall utilize RECEIVING AGENCY'S policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY'S Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the contract Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state-budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY'S Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. Construction of Ambiguities

The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract shall not be construed against the drafters.

ARTICLE 37. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE PARTIES OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

ARTICLE 38. Certification

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under this contract.

DOCUMENT NO. 7560010179-2005
ATTACHMENT NO. 01
PURCHASE ORDER NO. C039227000

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with PERFORMING AGENCY'S FY 05 *Local Public Health System (LPHS) Service Delivery Plan*, dated May 27, 2004 and the FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds, dated June 15, 2004.

The assessment and/or evaluation activities must include a standard that is identified in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this contract Attachment must be pre-approved by RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services; and
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".
- Texas Administrative Code, Title 25, Chapter 83, Subchapter A "Permanent Fund for Children and Public Health".

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

The following documents are incorporated by reference and made a part of this contract Attachment:

- PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan; and
- FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds.

PERFORMING AGENCY may not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

RECEIVING AGENCY shall inform PERFORMING AGENCY in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. PERFORMING AGENCY shall comply with the amended law, rule regulation, standard or guideline except that PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 05 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit A.

PERFORMING AGENCY shall provide activities and services as submitted by PERFORMING AGENCY and approved by RECEIVING AGENCY in the FY 05 LPHS Service Delivery Plan in the following county(ies)/area: Hunt.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Reports** Article, is revised to include the following paragraphs:

PERFORMING AGENCY shall submit quarterly progress reports which describe progress toward completing the activities and services contained in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan and any written revisions. PERFORMING AGENCY shall submit the first, second and third quarter's progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter, and the final report and improvement plan to RECEIVING AGENCY sixty (60) days after the end of this contract Attachment term in a format specified by RECEIVING AGENCY.

PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2005.

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	76,243.00	0.00	76,243.00
b. FRINGE BENEFITS.....	17,683.00	0.00	17,683.00
c. TRAVEL.....	980.00	0.00	980.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	2,000.00	0.00	2,000.00
f. CONTRACTUAL.....	0.00	0.00	0.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	96,906.00	0.00	96,906.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	96,906.00	0.00	96,906.00
k. RECEIVING AGENCY SHARE.....	96,906.00	0.00	96,906.00
l. PERFORMING AGENCY SHARE (Includes m. PI)	0.00	0.00	0.00
m. PROGRAM INCOME:			
	0.00	0.00	0.00
m.2. Program Income (projected).....	0.00	0.00	0.00
m.3. Other Match.....	0.00	0.00	0.00
CONTRACT TERM			
Begin Date.....	9/1/2004		
End Date.....	8/31/2005		
DETAIL ON INDIRECT COST:			
TYPE OF RATE PROVISIONAL.....			
PREDETERMINED.....			
FINAL.....			
FIXED.....			
RATE.....	0.00000	0.00000	0.00000
BASE.....	0.00	0.00	0.00
TOTAL INDIRECT CHARGES.....	0.00	0.00	0.00

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

Exhibit A

PERFORMANCE MEASURES:

PERFORMING AGENCY: Greenville-Hunt County Health Department

Objective 1.1: PERFORMING AGENCY shall target middle schools and community groups with anti-smoking program.

Performance Measure: 100% of all 4th and 8th grade classes and all community groups, that allow, will be presented an anti-smoking program.

Objective 1.2: PERFORMING AGENCY shall participate and promote local exercise events.

Performance Measure 1.2: 100% of all local exercise events will be promoted and participated in.

Objective 1.3: PERFORMING AGENCY shall perform blood pressure tests, glucose and cholesterol screening.

Performance Measure 1.3: 100% of population is offered blood pressure, glucose, and cholesterol screening. Can only be measured by participation number.

Objective 2.1: PERFORMING AGENCY shall inspect all food establishments.

Performance Measure: 2.1: 100% of all food establishments will be inspected a minimum of twice a year or ore often depending on score and history.

Objective 2.2: PERFORMING AGENCY shall respond to food establishment complaints.

Performance Measure: 2.2: 100% of all food establishment complaints will be investigated within 24 hours of reporting.

Objective 2.3: PERFORMING AGENCY shall aid in food manager training.

Performance Measure 2.3: 100% of food management classes offered through county agent will be participated in.

Objective 2.4: PERFORMING AGENCY shall provide testing of potable water.

Performance Measure 2.4: PERFORMING AGENCY shall provide testing of potable water.

Objective 3.1: PERFORMING AGENCY shall provide immunization.

Performance Measure 3.1: 100% of all population seeking vaccinations will be provided.

Objective. 4.1: PERFORMING AGENCY shall provide testing for tuberculosis.

Performance Measure 4.1: 100% of all requested TB tests will be performed.

Objective 4.2: PERFORMING AGENCY shall provide monitoring and medication for TB patients.

Performance Measure 4.2: 100% of all TB diagnosed patients will be monitored and medication provided.

Objective 5.1: PERFORMAINGE AGENCY shall respond and enforce state laws for possible rabies exposures.

Performance Measure 5.1: 100% of all rabies exposures reported will be investigated.

Objective 6.1: PERFORMING AGENCY shall inspect and enforce state laws for public pools.

Performance Measure 6.1: 100% of all public pools under count jurisdiction will be inspected 1 time a year or more often based on score or past history.

Objective 7.1: PERFORMING AGENCY shall meet quarterly with county health coalition to discuss health concerns.

Performance Measure 7.1: 100% participation in county health coalition meetings, planning, and participation of events offered.



9181
FILED FOR RECORD
 at 2 o'clock P M

AUG - 9 2004

LINDA BROOKS
 County Clerk, Hunt County, Tex
 By *[Signature]*

DSHS DOCUMENT NO. 7560010179 2005

CONTRACT FOR PUBLIC HEALTH SERVICES

Contract Issued by: DEPARTMENT OF STATE HEALTH SERVICES
(RECEIVING AGENCY) 1100 WEST 49TH STREET
 AUSTIN, TEXAS 78756-3199

CE

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

MAILING ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

STREET ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

NAME OF AUTHORIZED

CONTRACTING ENTITY: COUNTY OF HUNT/CITY OF GREENVILLE
 (If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME: HUNT COUNTY

ADDRESS: P.O. BOX 1097 GREENVILLE TX 75401-1097
 (City, State, Zip)

State of Texas Vendor Identification No. (14 digits)
 17560010179022

PAYEE AGENCY Fiscal
Year Ending Month: September

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

— Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.

— Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.

— For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:

COVER PAGE 1 - Receiving and Performing Agency Data
 COVER PAGE 2 - Details of Attachment(s)
 COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS - 6/ 2004
 ATTACHMENT(S)
 EXHIBITS, IF APPLICABLE

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	OPHP/LPHS C039227000	09/01/04	08/31/05		96,906.00	0.00	96,906.00
DSHS Document No.7560010179 2005					Totals	\$ 0.00	\$ 96,906.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

COUNTY OF HUNT/CITY OF GREENVILLE

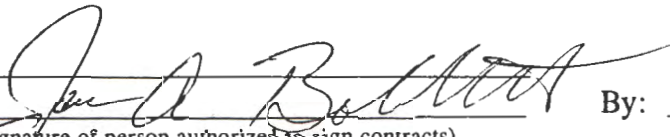
Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:

RECEIVING AGENCY NAME:

**GREENVILLE-HUNT COUNTY HEALTH
DEPARTMENT**

**DEPARTMENT OF STATE HEALTH
SERVICES**

By: 
By: _____
(Signature of person authorized to sign contracts)

By: _____
(Signature of person authorized to sign contracts)

Jim Morris, Mayor
Joe Bobbitt, Hunt County Judge
(Name and Title)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: _____

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)
Gina Rushing, D.O.

DSHS Document No: 7560010179 2005

DOCUMENT NO. 7560010179-2005
ATTACHMENT NO. 01
PURCHASE ORDER NO. C039227000

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with PERFORMING AGENCY'S FY 05 *Local Public Health System (LPHS) Service Delivery Plan*, dated May 27, 2004 and the FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds, dated June 15, 2004.

The assessment and/or evaluation activities must include a standard that is identified in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this contract Attachment must be pre-approved by RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services; and
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".
- Texas Administrative Code, Title 25, Chapter 83, Subchapter A "Permanent Fund for Children and Public Health".

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

The following documents are incorporated by reference and made a part of this contract Attachment:

- PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan; and
- FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds.

PERFORMING AGENCY may not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

RECEIVING AGENCY shall inform PERFORMING AGENCY in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. PERFORMING AGENCY shall comply with the amended law, rule regulation, standard or guideline except that PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 05 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit A.

PERFORMING AGENCY shall provide activities and services as submitted by PERFORMING AGENCY and approved by RECEIVING AGENCY in the FY 05 LPHS Service Delivery Plan in the following county(ies)/area: Hunt.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Reports** Article, is revised to include the following paragraphs:

PERFORMING AGENCY shall submit quarterly progress reports which describe progress toward completing the activities and services contained in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan and any written revisions. PERFORMING AGENCY shall submit the first, second and third quarter's progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter, and the final report and improvement plan to RECEIVING AGENCY sixty (60) days after the end of this contract Attachment term in a format specified by RECEIVING AGENCY.

PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2005.

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	76,243.00	0.00	76,243.00
b. FRINGE BENEFITS.....	17,683.00	0.00	17,683.00
c. TRAVEL.....	980.00	0.00	980.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	2,000.00	0.00	2,000.00
f. CONTRACTUAL.....	0.00	0.00	0.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	96,906.00	0.00	96,906.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	96,906.00	0.00	96,906.00
k. RECEIVING AGENCY SHARE.....	96,906.00	0.00	96,906.00
l. PERFORMING AGENCY SHARE (Includes m. PI)	0.00	0.00	0.00
m. PROGRAM INCOME:			
	0.00	0.00	0.00
m.2. Program Income (projected).....	0.00	0.00	0.00
m.3. Other Match.....	0.00	0.00	0.00
CONTRACT TERM			
Begin Date.....	9/1/2004		
End Date.....	8/31/2005		
DETAIL ON INDIRECT COST:			
TYPE OF RATE PROVISIONAL.....			
PREDETERMINED.....			
FINAL.....			
FIXED.....			
RATE.....	0.00000	0.00000	0.00000
BASE.....	0.00	0.00	0.00
TOTAL INDIRECT CHARGES.....	0.00	0.00	0.00

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

Exhibit A

PERFORMANCE MEASURES:

PERFORMING AGENCY: Greenville-Hunt County Health Department

Objective 1.1: PERFORMING AGENCY shall target middle schools and community groups with anti-smoking program.

Performance Measure: 100% of all 4th and 8th grade classes and all community groups, that allow, will be presented an anti-smoking program.

Objective 1.2: PERFORMING AGENCY shall participate and promote local exercise events.

Performance Measure 1.2: 100% of all local exercise events will be promoted and participated in.

Objective 1.3: PERFORMING AGENCY shall perform blood pressure tests, glucose and cholesterol screening.

Performance Measure 1.3: 100% of population is offered blood pressure, glucose, and cholesterol screening. Can only be measured by participation number.

Objective 2.1: PERFORMING AGENCY shall inspect all food establishments.

Performance Measure: 2.1: 100% of all food establishments will be inspected a minimum of twice a year or ore often depending on score and history.

Objective 2.2: PERFORMING AGENCY shall respond to food establishment complaints.

Performance Measure: 2.2: 100% of all food establishment complaints will be investigated within 24 hours of reporting.

Objective 2.3: PERFORMING AGENCY shall aid in food manager training.

Performance Measure 2.3: 100% of food management classes offered through county agent will be participated in.

Objective 2.4: PERFORMING AGENCY shall provide testing of potable water.

Performance Measure 2.4: PERFORMING AGENCY shall provide testing of potable water.

Objective 3.1: PERFORMING AGENCY shall provide immunization.

Performance Measure 3.1: 100% of all population seeking vaccinations will be provided.

Objective. 4.1: PERFORMING AGENCY shall provide testing for tuberculosis.

Performance Measure 4.1: 100% of all requested TB tests will be performed.

Objective 4.2: PERFORMING AGENCY shall provide monitoring and medication for TB patients.

Performance Measure 4.2: 100% of all TB diagnosed patients will be monitored and medication provided.

Objective 5.1: PERFORMAINGE AGENCY shall respond and enforce state laws for possible rabies exposures.

Performance Measure 5.1: 100% of all rabies exposures reported will be investigated.

Objective 6.1: PERFORMING AGENCY shall inspect and enforce state laws for public pools.

Performance Measure 6.1: 100% of all public pools under count jurisdiction will be inspected 1 time a year or more often based on score or past history.

Objective 7.1: PERFORMING AGENCY shall meet quarterly with county health coalition to discuss health concerns.

Performance Measure 7.1: 100% participation in county health coalition meetings, planning, and participation of events offered.



FILED FOR RECORD
at 2 o'clock PM

AUG - 9 2004

By LINDA BROOKS
County Clerk, Hunt County, Tex.

CONTRACT FOR PUBLIC HEALTH SERVICES

DSHS DOCUMENT NO. 7560010179 2005

Contract Issued by: DEPARTMENT OF STATE HEALTH SERVICES
(RECEIVING AGENCY) 1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CE

Legal Authority to Contract: Chapters 12 and 121, Health and Safety Code.

Venue: The provisions of this Contract shall be interpreted in accordance with Texas law. Venue for any court disputes shall be in Travis County, Texas.

PERFORMING AGENCY NAME: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

MAILING ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

STREET ADDRESS: 2700 JOHNSON ST GREENVILLE TX 75401-4206

NAME OF AUTHORIZED

CONTRACTING ENTITY: COUNTY OF HUNT/CITY OF GREENVILLE
(If different from PERFORMING AGENCY)

PAYEE DATA (If not the same as PERFORMING AGENCY or AUTHORIZED CONTRACTING ENTITY; must be on file with the Texas State Comptroller's Office.):

NAME: HUNT COUNTY

ADDRESS: P.O. BOX 1097 GREENVILLE TX 75401-1097
(City, State, Zip)

State of Texas Vendor Identification No. (14 digits)
17560010179022

PAYEE AGENCY Fiscal
Year Ending Month: September

PAYEE BUSINESS INFORMATION FOR STATISTICAL REPORTING: Please check the categories that apply to your business.

☐ Small Business - A corporation, sole proprietorship, or other legal entity formed for the purpose of making a profit which is independently owned and operated and has fewer than 100 employees or has less than \$1,000,000 in annual gross receipts.

☐ Historically Underutilized Business (HUB) - A corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by Texas Building and Procurement Commission or another entity.

☐ For Profit Organization

SUMMARY OF CONTRACT DOCUMENTATION:

COVER PAGE 1 - Receiving and Performing Agency Data
COVER PAGE 2 - Details of Attachment(s)
COVER PAGE 3 - Authorized Signatures

GENERAL PROVISIONS - 6/ 2004
ATTACHMENT(S)
EXHIBITS, IF APPLICABLE

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	OPHP/LPHS C039227000	09/01/04	08/31/05		96,906.00	0.00	96,906.00
DSHS Document No.7560010179 2005					Totals	\$ 0.00	\$ 96,906.00
					\$ 96,906.00	\$ 0.00	\$ 96,906.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

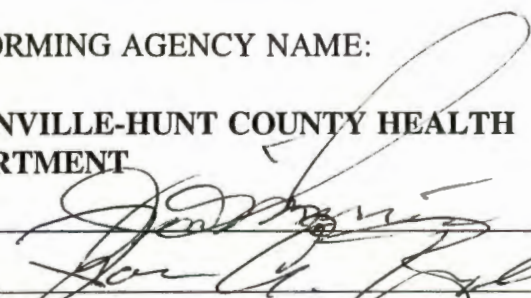
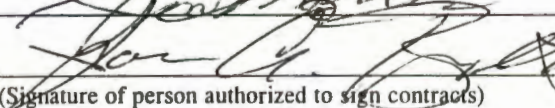
EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

COUNTY OF HUNT/CITY OF GREENVILLE

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY NAME:

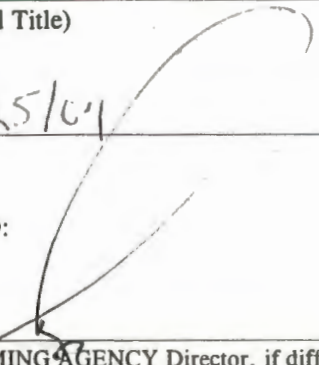
GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

By: 
 By: 
 (Signature of person authorized to sign contracts)

Jim Morris, Mayor
Joe Bobbitt, Hunt County Judge
 (Name and Title)

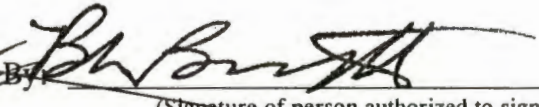
Date: 8/25/04

RECOMMENDED:

By: 
 (PERFORMING AGENCY Director, if different from person authorized to sign contract)
Gina Rushing, D.O.

RECEIVING AGENCY NAME:

DEPARTMENT OF STATE HEALTH SERVICES

By: 
 (Signature of person authorized to sign contracts)

Bob Burnette, Director
Procurement and Contracting Services Division
 (Name and Title)

Date: 10/19/04

DSHS Document No: 7560010179 2005

**GENERAL PROVISIONS FOR
DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS**

TABLE OF CONTENTS

ARTICLE	1 - PREAMBLE
	2 - TERM
	3 - FUNDING
	4 - AMENDMENTS
	5 - APPLICABLE LAWS AND STANDARDS
	6 - DEBARMENT AND SUSPENSIONS
	7 - ASSURANCES
	8 - CHILD ABUSE REPORTING REQUIREMENTS
	9 - INTELLECTUAL PROPERTY
	10 - HISTORICALLY UNDERUTILIZED BUSINESSES
	11 - CONFLICT OF INTEREST
	12 - CERTIFICATION OF SOFTWARE, HARDWARE, FIRMWARE, AND MICRO CODE PRODUCTS
	13 - STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT
	14 - BONDING
	15 - FUNDING PARTICIPATION REQUIREMENT
	16 - ALLOWABLE COSTS AND AUDIT REQUIREMENTS
	17 - TERMS AND CONDITIONS OF PAYMENT
	18 - ADVANCE PAYMENTS
	19 - PROGRAM INCOME
	20 - OVERTIME COMPENSATION
	21 - EQUIPMENT AND SUPPLIES
	22 - CONTRACTS WITH SUBRECIPIENTS
	23 - CONTRACTS FOR PROCURMENT
	24 - REPORTS
	25 - INSPECTIONS
	26 - RECORDS RETENTION
	27 - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION
	28 - SANCTIONS
	29 - SANCTION REVIEW
	30 - BREACH OF CONTRACT CLAIM
	31 - TERMINATION
	32 - VOID CONTRACT
	33 - SEVERABILITY
	34 - LOCAL HEALTH DEPARTMENT PERSONNEL
	35 - SURVIVAL OF TERMS
	36 - CONSTRUCTION OF AMBIGUITIES
	37 - NO WAIVER OF SOVEREIGN IMMUNITY
	38 - CERTIFICATION

Paper Publications Number: 29-11834, Revised June 2004

Any alteration to this document constitutes a counter-offer and must be approved in writing by the Department of State Health Services.

GENERAL PROVISIONS FOR DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT GRANT CONTRACTS

ARTICLE 1. Preamble

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract, and to uphold and abide by its terms and provisions. This contract consists of:

- RECEIVING and PERFORMING AGENCY identifying data,
- Details of Attachment(s),
- authorized signatures,
- General Provisions, and
- Attachment(s).

Attachments may include the following elements as applicable:

- detailed Scope(s) of Work,
- Special Provisions,
- budget(s), and
- exhibit(s).

This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The terms "shall" and "will" are used interchangeably in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract for PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

ARTICLE 2. Term

The term (time period) of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be renewed, extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

ARTICLE 4. Amendments

Amendments to this contract must be in writing and signed by individuals with authority to bind the parties.

Uniform Grants Management Standards and RECEIVING AGENCY procedures authorize limited changes to a contract attachment with prior written approval from RECEIVING AGENCY. PERFORMING AGENCY must submit request in format prescribed by RECEIVING AGENCY Program. RECEIVING AGENCY will consider the request and document approval or disapproval in writing. PERFORMING AGENCY is responsible for ensuring that any modification to a contract Attachment becomes a part of the contract file.

RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article. PERFORMING AGENCY shall not perform and RECEIVING AGENCY will not pay for the performance of different or additional services, work, or products except pursuant to an amendment that is executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than ninety (90) days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification shall include a reason for the delay. Revision or amendment requests may be granted at the discretion of RECEIVING AGENCY.

ARTICLE 5. Applicable Laws and Standards

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this contract. PERFORMING AGENCY agrees to comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office. UGMA is located on the Internet at <http://www.capitol.state.tx.us/statutes/statutes.html>; the UGMS are located on the Internet at <http://www.governor.state.tx.us/stategrants/>.

PERFORMING AGENCY shall not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS). If at any time this contract exceeds \$100,000 of federal funds, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who requests or receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY

previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

ARTICLE 6. Debarment and Suspension

PERFORMING AGENCY certifies by execution of this contract to the following:

- It is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, Feb. 18, 1986, 51 Fed. Reg. 6370;
- Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and,
- It is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation. If PERFORMING AGENCY'S status with respect to the items certified above changes during the contract term, PERFORMING AGENCY shall notify RECEIVING AGENCY immediately.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

ARTICLE 7. Assurances

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.*, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);
- Title IX of the Education Amendments of 1972, 20 USC §§1681-1683, and 1685-1686, as amended, which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;
- The Age Discrimination Act of 1975, 42 USC §§6101-6107, as amended, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, 21 USC §§1101 *et seq.*, as amended, relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC §290dd (b)(1), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- Public Health Service Act of 1912, §§523 and 527, 42 USC §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- The requirements of any other nondiscrimination statute(s); and

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, religion, age, sex or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY'S ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §1324a, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, 42 USC §§289a-1 *et seq.*, as amended, and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance, as implemented by 45 CFR Part 46, Protection of Human Subjects.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, as amended, which establish federal requirements for the regulation and certification of clinical laboratories.
- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR §1910.1030, which set safety standards for those workers and facilities in the private sector who may handle blood borne pathogens, or Title 25 Texas Administrative Code (TAC), Chapter 96, which affects facilities in the public sector.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Texas Government Code, Chapter 469, as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code, Chapter 165, relating to the rights of mothers to breast-feed and the promotion of breast-feeding. RECEIVING AGENCY will support PERFORMING AGENCY in complying by providing promotional material and information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 458-7796.

J. Environmental standards pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality."
- (2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
- (3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961.
- (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951.
- (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*, as amended.
- (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
- (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§300f-300j, as amended.
- (8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§1531 *et seq.*, as amended.

K. The Hatch Political Activity Act, 5 USC §§7321-26, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

L. The Fair Labor Standards Act, 29 USC §§201 *et seq.*, and the Intergovernmental Personnel Act of 1970, 42 USC §§4701 *et seq.*, as applicable, concerning minimum wage and maximum hours.

M. General Appropriations Act, Regular Session, 78th Legislature, 2003, Article §9-6.13, page IX-35, "Limitation on Grants to Units of Local Government." For the purpose of §9-6.13, "unit of local government" shall mean a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code; a local workforce development board; or an MHMR community center.

N. Texas Government Code, Chapter 573, relating to nepotism.

O. Texas Government Code, Chapter 552, relating to open records and public information.

P. Texas Government Code, Chapter 551, relating to open meetings.

Q. Texas Occupations Code, Chapter 1701, as amended, and all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, as amended, relating to regulated law enforcement agencies.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §§4001-4003, as amended. Section 102(a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial

assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards.

If PERFORMING AGENCY provides medical, dental, psychological or surgical treatment to a minor under this contract, either directly or through contracts with subrecipients, the treatment of a minor shall be provided only if consent to treatment is obtained pursuant to Chapter 32 of the Texas Family Code relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Chapter 32 of the Family Code, federal law shall supersede state law.

If PERFORMING AGENCY provides immunizations, PERFORMING AGENCY shall comply with all immunization reporting guidelines and requirements set forth in the Health and Safety Code, Chapter 161, Subchapter A. This requirement shall also apply to subrecipients or subcontractors of PERFORMING AGENCY, if any.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Part 2, which cover compensation for employees' injuries.

When incorporated into an Attachment, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

ARTICLE 8. Child Abuse Reporting Requirements

[PERFORMING AGENCY is required to comply with this article only as related to services provided under the following Attachments: Human Immunodeficiency Virus and Sexually Transmitted Diseases (all direct client care services for HIV and other sexually transmitted diseases funded under the Ryan White CARE Act Title II or general revenue), Title V Family Planning (ACFH/FEE-FP, Title X Family Planning (BWH/TITLE X), Title XX Family Planning (BWH/TTLXX), Primary Health Care (ACFH/PHC), Title V Maternal and Child Health (ACFH/FEE), Special Supplemental Nutrition Program for Women, Infants, and Children (BNS/WIC-CARD, and the Services Delivery Integration project (SDI/FFS).] PERFORMING AGENCY and each of its subrecipients shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Chapter 261 of the Texas Family Code relating to investigations of reports of child abuse and neglect. PERFORMING AGENCY and each of its subrecipients shall develop, implement and enforce a written policy that includes at a minimum the TDH Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. PERFORMING AGENCY and its subrecipients shall use the Checklist for TDH Monitoring as required by RECEIVING AGENCY. (The policy and checklist are available at each of the above-referenced programs' websites.)

ARTICLE 9. Intellectual Property

Texas Health and Safety Code §12.020, as amended, authorizes RECEIVING AGENCY to protect intellectual property developed as a result of this contract.

“Intellectual property” means created property that may be protected under copyright, patent, or trademark/service mark law.

“Work made for hire” is a copyrightable work prepared for RECEIVING AGENCY use, or a work specially ordered or commissioned through a contract for RECEIVING AGENCY use. RECEIVING AGENCY owns works made for hire unless it agrees otherwise by contract.

If federal or state funds are used to finance activities supported by this Contract that result in the production of original material, the federal or state awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal or state government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal or state awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number _____ from (federal or state awarding agency)” or “The project described was supported by grant number _____ from (federal or state awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal or state awarding agency).”

In the event the terms of a federal or state grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a PERFORMING AGENCY purchases ownership with grant support.

If the results of the contract performance are subject to copyright law, the PERFORMING AGENCY cannot publish those results without prior review and approval of RECEIVING AGENCY.

ARTICLE 10. Historically Underutilized Businesses

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 11. Conflict of Interest

PERFORMING AGENCY does not have nor will it acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

ARTICLE 12. Certification of Software, Hardware, Firmware and Micro Code Products

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements shall

operate "accurately" in the manner in which they were intended when given a "valid date" containing century, year, month, and day.

For purposes of this Article, "supplied or supported software, hardware, firmware, and micro code products" does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing any versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

A) "accurately" is defined to include the following:

- 1) calculations shall be correctly performed using four-digit year processing;
- 2) functionality-on-line, batch including entry, inquiry, maintenance and updates shall support four-digit year processing;
- 3) interfaces and reports shall support four-digit year processing;
- 4) processing with a four-digit year shall occur without human intervention;
- 5) correct results in forward and backward date calculation spanning century boundaries shall be provided;
- 6) correct leap year calculations shall be performed; and,
- 7) processing correct results in forward and backward date calculation spanning century boundaries shall occur;

B) "date integrity" shall mean all manipulations of time-related data (dates, durations, days of week, etc.) shall produce desired results for all valid date values within the application domain;

C) "explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;

D) "extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation;

E) "general integrity" shall mean no value for current date will cause interruptions in desired operation;

F) "implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;

G) "product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;

H) "valid date" shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) shall obtain a warranty from any vendor/licensor from which it obtains product(s), that product(s) delivered and installed under the contract/license shall accurately process valid date data when used in accordance with the product documentation provided by the contractor/licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license shall possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products shall perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor's standard commercial warranty or warranties contained in the

contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product if its noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY'S product/software from RECEIVING AGENCY is inaccurate or corrupt.

ARTICLE 13. Standards for Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in RECEIVING AGENCY'S Financial Administrative Procedures Manual (documents available at http://www.tdh.state.tx.us/grants/form_doc.htm). Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete accounting records, that identify the source and application of funds provided under each Attachment, and that support the information contained in required financial reports; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY shall bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions shall be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient shall become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY'S monitoring processes. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 14. Bonding

PERFORMING AGENCY is required to carry a fidelity bond, insurance coverage or self-insurance equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond, insurance, or self-insurance shall provide for indemnification of losses occasioned by: 1)

any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY’S employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 15. Funding Participation Requirement

PERFORMING AGENCY agrees funds provided through this contract shall not be used for matching purposes in securing other funding unless directed or approved by RECEIVING AGENCY.

ARTICLE 16. Allowable Costs and Audit Requirements

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State, Local and Tribal Governments	OMB Circular A-133 and UGMS	UGMS

The OMB circulars cited above shall be applied with the modifications prescribed by UGMS.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS, Part IV, “State of Texas Single Audit Circular.” The audit shall be of PERFORMING AGENCY’S or the AUTHORIZED CONTRACTING ENTITY’s fiscal year. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within thirty (30) days of receipt of the audit reports required by this section, PERFORMING AGENCY/ AUTHORIZED CONTRACTING ENTITY shall submit a copy to Health and Human Services Commission (HHSC), OIG Single Audit at the following address:

Health and Human Services Commission
Attention: Single Audit OIG
Mailcode H-954
1100 West 47th Street
Austin, Texas 78756-3199

ARTICLE 17. Terms and Conditions of Payment

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been authorized and satisfactorily performed. If those conditions are met, RECEIVING AGENCY will make payment in accordance with the Texas prompt payment law (Texas Government Code, Chapter 2251).

PERFORMING AGENCY is entitled to exercise remedies for nonpayment in accordance with Texas Government Code, Chapter 2251, Subchapter D.

PERFORMING AGENCY shall have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract and prior to claiming reimbursement. PERFORMING AGENCY shall submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY monthly within thirty (30) days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than ninety (90) days following the end of the applicable Attachment term(s) for goods received and services rendered during the Attachment term. Reimbursement requests received in RECEIVING AGENCY'S offices more than ninety (90) days following the end of the applicable Attachment term will not be paid. If necessary to meet this deadline, PERFORMING AGENCY may submit reimbursement request by facsimile transmission. Consideration of requests for an exception will be made on a case-by-case basis and only for an extenuating circumstance such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of the place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the RECEIVING AGENCY Program sponsoring the Attachment.

PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

Funding from this contract may not be used to supplant [i.e., use in place of funds dedicated, appropriated or expended for activities funded through the Attachment(s)] state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall make a good faith effort to maintain its current level of support. PERFORMING AGENCY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under the Attachment(s).

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within thirty (30) days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY, or if financial status report(s) required under the Reports Article are not submitted by the date(s) due. RECEIVING AGENCY may take repayment from funds available under any Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

ARTICLE 18. Advance Payments

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY shall make the request on a State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY'S Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds shall be expended during the applicable Attachment term; any unexpended funds must be refunded to RECEIVING AGENCY.

If the Attachment is amended to increase or decrease the total amount of funding, RECEIVING AGENCY may adjust the amount of allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY shall submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

ARTICLE 19. Program Income

PERFORMING AGENCY may, but if a local health department shall, develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Health and Safety Code §12.031; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. Program income will be used by PERFORMING AGENCY to further the program objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions or the Special Provisions of the Attachment.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

- A. Additive method - add the program income to the funds already committed to the project by both parties.
- B. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY shall expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY'S proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 20. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 21. Equipment and Supplies

In accordance with Health and Safety Code, § 12.053, title to all equipment and supplies purchased from funds from this contract shall be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable personal property with an acquisition cost of more than \$5,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances, and incubators. If the unit cost of these exception items is more than \$500, they will be considered equipment, shall be approved for purchase by RECEIVING AGENCY, and are considered capital assets for inventory purposes. The acquisition cost is the net invoice unit price of an item of equipment, including the cost of any necessary modifications, attachments, accessories or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Supplies are defined as consumable items necessary to carry out the Attachment including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

All items of equipment purchased with Attachment funds shall be itemized in the budget. Any changes to the equipment list contained in the budget shall be approved in writing by RECEIVING AGENCY. PERFORMING AGENCY shall submit a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, RECEIVING AGENCY will notify PERFORMING AGENCY by means of a written amendment or Attachment Change Notice.

PERFORMING AGENCY shall maintain a nonexpendable personal property (equipment) inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets. If any item of equipment is no longer needed to perform services under the Attachment(s) or becomes inoperable, PERFORMING AGENCY shall request disposition instructions in writing from RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s) that are not renewed, title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

ARTICLE 22. Contracts with Subrecipients

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). Prior to entering into an agreement equaling \$25,000 or twenty-five percent (25%) of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

Contracts with subrecipients shall be in writing and include the following:

- Name and address of all parties;
- A detailed description of the services to be provided;
- Measurable method and rate of payment and total amount of the contract;
- Clearly defined and executable termination clause;

- Beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- Records retention requirements consistent with UGMS;
- Access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract;
- All clauses required by state/federal statutes, executive orders, and their implementing regulations; and
- Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, Uniform Grant Management Standards issued by the Governor's Office, applicable Office of Management and Budget Circulars, and applicable Code of Federal Regulations.

PERFORMING AGENCY agrees that all contracts with other subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient. PERFORMING AGENCY shall monitor both financial and programmatic performance and maintain pertinent records that shall be available for inspection by RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- Subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations including prompt payment of any subcontractors pursuant to Texas Government Code, Chapter 2251, Subchapter D;
- Subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY, UGMS and the applicable OMB circulars;
- Subrecipients complete required audits;
- An adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports; and, that
- RECEIVING AGENCY is immediately notified in writing of alleged or actual misuse or misappropriation of contract funds by subrecipients.

ARTICLE 23. Contracts for Procurement

PERFORMING AGENCY may enter into contracts for procurement of goods and services unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement of goods and services shall be in writing and contain the following provisions:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).
- Remedies for prompt payment of any subcontractor pursuant to Texas Government Code, Chapter 2251, Subchapter D.
- Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).
- Compliance with the Copeland "Anti-Kickback" Act (18 USC §874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).
- Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction

contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

- Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.
- Notice of RECEIVING AGENCY requirements and regulations pertaining to trademarks, service marks, copyrights, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data.
- Access by RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for the required retention period after RECEIVING AGENCY makes final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC § 7401), § 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163), 42 USC §§6201, *et seq.*, as amended.

ARTICLE 24. Reports

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269A (TDH Form GC-4a) within thirty (30) days following the end of each of the first three (3) quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269A (TDH Form GC-4a), not later than ninety (90) days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form B-13), or any other form designated by RECEIVING AGENCY, with the final financial report if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY and/or HHSC other reports including financial reports determined necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY and/or HHSC.

ARTICLE 25. Inspections

RECEIVING AGENCY, Health and Human Services Commission (HHSC), and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be conducted in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, HHSC, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to this contract. RECEIVING AGENCY will have the right to audit billings both before and after payment. Payments will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY and/or HHSC upon examination of PERFORMING AGENCY'S records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY'S resolution of findings will be conveyed in writing within thirty (30) days of receipt of the report of the deficiencies. PERFORMING AGENCY'S resolution of findings will be sent to the agency(ies) referenced in the cover letter of the report. A RECEIVING AGENCY and/or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY and HHSC determines the deficiencies are properly remedied.

ARTICLE 26. Records Retention

PERFORMING AGENCY and its subrecipients and subcontractors shall retain medical records in accordance with 22 Texas Administrative Code (TAC), Part 9, §165.1(b)(c) or other applicable statutes and regulations governing medical information. PERFORMING AGENCY shall retain and preserve all other records, including financial records, which are generated or collected by PERFORMING AGENCY or its subrecipients or subcontractors under the provisions of this contract, for a period of four (4) years after the termination of the Attachment(s). If an Attachment is funded through Medicaid, the federal retention period, if more than four (4) years shall apply. PERFORMING AGENCY and its subrecipients shall retain all records for an Attachment that is the subject of litigation or an audit until the litigation is ended or all questions pertaining to the audit are resolved.

Legal requirements for PERFORMING AGENCY may extend beyond the retention schedules established herein.

ARTICLE 27. Confidentiality of Protected Health Information

PERFORMING AGENCY is required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law.

PERFORMING AGENCY is required to disclose protected health information of patients or clients provided services funded through this contract to RECEIVING AGENCY upon request, or as otherwise required in other contract provisions.

RECEIVING AGENCY is authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, for funding, payment and administration of the grant program.

RECEIVING AGENCY is also authorized to request, collect and receive protected health information under this contract, without the consent of the individual to whom the protected health information relates, under exceptions to state confidentiality laws and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at §164.512, and Occupations Code, Chapter 159, at §§159.003 and 159.004.

PERFORMING AGENCY must maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. RECEIVING AGENCY may require PERFORMING AGENCY to transfer original or copies of patient and client records to another entity, without the consent or

authorization of the patient or client, upon termination of this contract, or if the care and treatment of the individual patient or client is transferred to another entity.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY'S policies based on the model HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) workplace guidelines, and PERFORMING AGENCY shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Health and Safety Code § 85.112-114.

ARTICLE 28. Sanctions

RECEIVING AGENCY may impose sanctions for any breach of this contract and will monitor PERFORMING AGENCY for both programmatic and financial compliance. HHSC may impose or recommend imposition of sanctions to RECEIVING AGENCY for any breach of this contract and will monitor PERFORMING AGENCY for financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. Terminate all or a part of this contract. See the Termination Article in these provisions.
- B. Suspend all or part of this contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY'S authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. Disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. Temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. Permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. Deny contract renewal or future contract awards to a PERFORMING AGENCY;
- G. Delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;

- H. Place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance shall be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. Conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. Require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. Disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. Establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. Require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. Demand repayment from PERFORMING AGENCY;
- O. Reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the Attachment(s); and,
- P. Impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which shall be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed. PERFORMING AGENCY is required to file, within fifteen (15) days of receipt of notice, a written response to RECEIVING AGENCY'S program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY'S decision is final and PERFORMING AGENCY shall take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of this contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

- PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures;
- PERFORMING AGENCY fails to achieve a performance measure;

- PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of this contract; or
- PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY'S conduct or inaction is an emergency will be determined by RECEIVING AGENCY on a case-by-case basis and will be based upon the egregious nature of the noncompliance or conduct.

ARTICLE 29. Sanction Review

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, reduction of contract funding or other contract amendment resulting from noncompliance, and denial of contract renewal or future contract awards.

PERFORMING AGENCY shall make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY'S notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY'S position; and (7) a statement and authorities in support of PERFORMING AGENCY'S position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY'S representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY'S representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

ARTICLE 30. Breach of Contract Claim

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

ARTICLE 31. Termination

Each Attachment shall terminate upon its expiration date unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the Attachment term, all or a part of this contract may be terminated with or without cause as set out below.

- A. Termination is the permanent withdrawal of PERFORMING AGENCY'S authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY of the authority to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of an Attachment; (3) refusal to extend an Attachment or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.
- B. Termination without cause.
- (1) Either party may terminate this contract with at least ninety (90) days prior written notice to the other party.
 - (2) The parties may terminate this contract by mutual agreement.
 - (3) Either party may terminate this contract with at least thirty (30) days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, withdrawn, or discontinued.
 - (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.
- C. Termination for cause.
- (1) Either party may terminate for material breach of this contract with at least thirty (30) days written notice to the other party.
 - (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the contract objectives, by giving at least thirty (30) days written notice to PERFORMING AGENCY. Such conduct may include one or more of the following:
 - (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of this contract;
 - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
 - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under this contract;
 - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
 - (f) PERFORMING AGENCY'S management system does not meet the UGMS management standards; or
 - (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - (i) PERFORMING AGENCY fails to make payments;
 - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;

- (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due; or
- (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) days from the date of entry thereof, and within the thirty (30)-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles.

D. Emergency termination. In emergency circumstances, RECEIVING AGENCY may terminate this contract immediately upon notice to PERFORMING AGENCY by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 32. Void Contract

RECEIVING AGENCY may hold this contract void upon its determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

ARTICLE 33. Severability

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

ARTICLE 34. Local Health Department Personnel

All local health department personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions.

PERFORMING AGENCY shall have in place legally sufficient due process hearing procedures for all of its employees filling state-budgeted positions.

PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer within its organization any and all state-budgeted personnel funded by Attachment(s) to this contract provided, however, that any demotion, suspension, or discharge of such state-budgeted employees shall be in accordance with the due process hearing procedures as set out above. The only distinction between state-budgeted and local paid employees is that employees on state budgeted positions receive state benefits and are subject to certain duties, obligations, and restrictions as state employees as contained in state law. One such restriction, as contained in the State Appropriations Act, is that no employee paid on a state-budgeted position may receive a salary supplement from any source unless specifically authorized in the Appropriations Act or other state law. This prohibition includes the

payment to such employee of a so-called "flat rate" car allowance or travel allowance. Any travel or per diem allowance to these employees shall be on a reimbursement basis, supported by appropriate records, and shall not exceed the reimbursement for mileage and/or per diem allowed under the Appropriations Act and current state travel regulations. This restriction shall apply whether travel funds are provided in Attachment(s) under this contract or from any other source.

PERFORMING AGENCY shall utilize RECEIVING AGENCY'S policies and procedures for hiring and promoting individuals into state-budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY'S Bureau of Human Resources. The purpose of the approval is to ensure that individuals occupying these positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall maintain required records and submit documents necessary to process personnel, payroll, leave and time records, and travel costs on state-budgeted positions. RECEIVING AGENCY will furnish documentation regarding salary compensation or travel reimbursement for employees on state-budgeted positions.

An independent audit is not required as a condition of this contract if the contract Attachment provides assistance through assignment of state-budgeted positions and no funds are budgeted for local costs.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of applicable Attachment(s) in lieu of being furnished state payroll warrants after a state-budgeted position becomes vacant. Reimbursement will not exceed the balance of funds on the state-budgeted position after all benefits, obligations, and/or other entitlements are met. PERFORMING AGENCY'S Director, or other person(s) authorized elsewhere in this contract, may submit a request for conversion. RECEIVING AGENCY will transmit formal approval and a revised budget to PERFORMING AGENCY to complete the conversion if the request is granted.

ARTICLE 35. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 36. Construction of Ambiguities

The parties expressly agree that they have each independently read and understood this contract. Any ambiguities in this contract shall not be construed against the drafters.

ARTICLE 37. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE PARTIES OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

ARTICLE 38. Certification

The governing body of each party has authorized this contract. RECEIVING AGENCY is paying for the performance of governmental functions and services from current revenues available to RECEIVING AGENCY. The payment is in an amount that fairly compensates PERFORMING AGENCY for the services or functions performed under this contract.

DOCUMENT NO. 7560010179-2005
ATTACHMENT NO. 01
PURCHASE ORDER NO. C039227000

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with PERFORMING AGENCY'S FY 05 *Local Public Health System (LPHS) Service Delivery Plan*, dated May 27, 2004 and the FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds, dated June 15, 2004.

The assessment and/or evaluation activities must include a standard that is identified in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this contract Attachment must be pre-approved by RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services; and
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".
- Texas Administrative Code, Title 25, Chapter 83, Subchapter A "Permanent Fund for Children and Public Health".

PERFORMING AGENCY shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this contract Attachment.

The following documents are incorporated by reference and made a part of this contract Attachment:

- PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan; and
- FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds.

PERFORMING AGENCY may not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

RECEIVING AGENCY shall inform PERFORMING AGENCY in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. PERFORMING AGENCY shall comply with the amended law, rule regulation, standard or guideline except that PERFORMING AGENCY shall inform RECEIVING AGENCY Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 05 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit A.

PERFORMING AGENCY shall provide activities and services as submitted by PERFORMING AGENCY and approved by RECEIVING AGENCY in the FY 05 LPHS Service Delivery Plan in the following county(ies)/area: Hunt.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Reports** Article, is revised to include the following paragraphs:

PERFORMING AGENCY shall submit quarterly progress reports which describe progress toward completing the activities and services contained in PERFORMING AGENCY'S FY 05 LPHS Service Delivery Plan and any written revisions. PERFORMING AGENCY shall submit the first, second and third quarter's progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter, and the final report and improvement plan to RECEIVING AGENCY sixty (60) days after the end of this contract Attachment term in a format specified by RECEIVING AGENCY.

PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2005.

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	NEW OR REVISED BUDGET	CURRENT APPROVED BUDGET	CHANGES REQUESTED
a. PERSONNEL.....	76,243.00	0.00	76,243.00
b. FRINGE BENEFITS.....	17,683.00	0.00	17,683.00
c. TRAVEL.....	980.00	0.00	980.00
d. EQUIPMENT.....	0.00	0.00	0.00
e. SUPPLIES.....	2,000.00	0.00	2,000.00
f. CONTRACTUAL.....	0.00	0.00	0.00
g. OTHER.....	0.00	0.00	0.00
h. TOTAL DIRECT CHARGES.....	96,906.00	0.00	96,906.00
i. INDIRECT CHARGES.....	0.00	0.00	0.00
j. TOTAL.....	96,906.00	0.00	96,906.00
k. RECEIVING AGENCY SHARE.....	96,906.00	0.00	96,906.00
l. PERFORMING AGENCY SHARE (Includes m. PI)	0.00	0.00	0.00
m. PROGRAM INCOME:			
	0.00	0.00	0.00
m.2. Program Income (projected).....	0.00	0.00	0.00
m.3. Other Match.....	0.00	0.00	0.00
CONTRACT TERM			
Begin Date.....	9/1/2004		
End Date.....	8/31/2005		
DETAIL ON INDIRECT COST:			
TYPE OF RATE PROVISIONAL.....			
PREDETERMINED.....			
FINAL.....			
FIXED.....			
RATE.....	0.00000	0.00000	0.00000
BASE.....	0.00	0.00	0.00
TOTAL INDIRECT CHARGES.....	0.00	0.00	0.00

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

Exhibit A

PERFORMANCE MEASURES:

PERFORMING AGENCY: Greenville-Hunt County Health Department

Objective 1.1: PERFORMING AGENCY shall target middle schools and community groups with anti-smoking program.

Performance Measure: 100% of all 4th and 8th grade classes and all community groups, that allow, will be presented an anti-smoking program.

Objective 1.2: PERFORMING AGENCY shall participate and promote local exercise events.

Performance Measure 1.2: 100% of all local exercise events will be promoted and participated in.

Objective 1.3: PERFORMING AGENCY shall perform blood pressure tests, glucose and cholesterol screening.

Performance Measure 1.3: 100% of population is offered blood pressure, glucose, and cholesterol screening. Can only be measured by participation number.

Objective 2.1: PERFORMING AGENCY shall inspect all food establishments.

Performance Measure: 2.1: 100% of all food establishments will be inspected a minimum of twice a year or ore often depending on score and history.

Objective 2.2: PERFORMING AGENCY shall respond to food establishment complaints.

Performance Measure: 2.2: 100% of all food establishment complaints will be investigated within 24 hours of reporting.

Objective 2.3: PERFORMING AGENCY shall aid in food manager training.

Performance Measure 2.3: 100% of food management classes offered through county agent will be participated in.

Objective 2.4: PERFORMING AGENCY shall provide testing of potable water.

Performance Measure 2.4: PERFORMING AGENCY shall provide testing of potable water.

Objective 3.1: PERFORMING AGENCY shall provide immunization.

Performance Measure 3.1: 100% of all population seeking vaccinations will be provided.

Objective 4.1: PERFORMING AGENCY shall provide testing for tuberculosis.

Performance Measure 4.1: 100% of all requested TB tests will be performed.

Objective 4.2: PERFORMING AGENCY shall provide monitoring and medication for TB patients.

Performance Measure 4.2: 100% of all TB diagnosed patients will be monitored and medication provided.

Objective 5.1: PERFORMING AGENCY shall respond and enforce state laws for possible rabies exposures.

Performance Measure 5.1: 100% of all rabies exposures reported will be investigated.

Objective 6.1: PERFORMING AGENCY shall inspect and enforce state laws for public pools.

Performance Measure 6.1: 100% of all public pools under county jurisdiction will be inspected 1 time a year or more often based on score or past history.

Objective 7.1: PERFORMING AGENCY shall meet quarterly with county health coalition to discuss health concerns.

Performance Measure 7.1: 100% participation in county health coalition meetings, planning, and participation of events offered.



Warrant Division

Joe Knight

Warrant Officer
2801 Stuart Street
Greenville, TX 75401

FILED FOR RECORD
at _____ o'clock _____ M

AUG - 9 2004

RE: YTD report through July 30, 2004

By LINDA BROOKS
County Clerk, Hunt County, Tex.

The total amount collected to date as a result of the "Fair Warning" Warrant Roundup is \$94,991.34. Of that total, \$24,796.192 was collected as restitution, \$37,366.18 was collected as fines, and \$21,437.90 was collected as court costs. Also included is \$11,381.07 collected as warrant fees.

Roundup Collections expressed by court

JP Courts (Pcas 1-1, 1-2, 2, and 4)... \$54,825.20
County Court at Law... \$19,192.63
County Attorney... \$20,973.51

Roundup Collections expressed by date

205 "New Warrants" (issued in 2004)... \$28,029.45
490 "Old Warrants" (issued BEFORE 2004)... \$66,961.89

It may also be interesting to note that during the roundup...

- ⇒ 695 warrants were cleared
 - 35 were cleared by dismissal
 - 140 were cleared by arrest resulting in collection of \$5,987.13 to date
 - 520 were cleared by recall resulting in collection of \$89,004.21 to date
- ⇒ 111 of these warrants had issue dates of 1999 or earlier were cleared resulting in collection of \$18,164.97 to date
- ⇒ There are new payment agreements in place representing an estimated additional \$20,000.00

It may also be of interest to note that during this fiscal year \$20,646.82 has already been collected as warrant fees, nearly covering the entire operating budget for the Office of Warrant Assistance.

YTD TOTALS

Restitution	\$ 43,003.12
Fines	\$ 61,821.48
Court Costs	\$ 33,870.73
Warrant Fees	\$ 20,646.82
TOTAL	\$159,342.15

FILED FOR RECORD
at 2 o'clock 10 M

AUG - 9 2004

LINDA BROOKS
County Clerk, Hunt County, Tex.
By [Signature]

July 26, 2004

To the County Judge and Commissioners...

Some thoughts for the *Office of Warrant Assistance* for the 2004-2005 budget year...

Thank you for the opportunity to serve Hunt County this year. Here's some thoughts for what we might do with the Office of Warrant Assistance for the upcoming year. I believe we have three options...

- 1) We can fund this endeavor at the same level as in this budget year, and I believe we could expect similar results.
- 2) We can consider this a "good run" and choose not to fund it at all for next year. We could expect the income to continue for 3-5 months, decreasing each month as pay plans are completed.
- 3) We can increase funding for next year. We could expect the funds generated to rise in accordance with the amount budgeted.

Here is what I believe would work the best if we choose option 3...

PERSONNEL

My responsibilities throughout this year have been to run the program in its entirety in all facets. That means I would obtain the warrant lists, go to the Sheriff's office and run the Driver's Licenses to ensure better addresses (I have my TLETS certification), enter the data into Excel, print the letters and then field the phone calls. I also kept up with the computer records and generated the monthly reports. This has met with some success, but has vastly limited the time I had to spend "on the street" following up leads and contacting wanted people.

One reason the profit margins have been so high is the fact that we run a "virtual office" if you will. The correspondence, website and telephone practices speak of a traditional office. However, since I am running this out of my home, we have none of the expenses that are typically associated with an office. (Rent, maintenance, utilities, janitorial etc.)

On the average, we mailed between 150-200 "Courtesy Notification Letters" letters per month during the 2003-2004 budget year. With the figures I discovered pursuant to the warrant roundup, here are a couple of thoughts...

There are several steps of the warrant service process that could be performed by someone other than me. If we used 150 letters per week as a goal, the following amounts would apply...

DL requests...	150 at \$.25 or \$37.50 weekly
EXCEL entry...	150 at \$.10 or \$15.00 weekly
Stuffing/mailing...	150 at \$.05 or \$ 7.50 weekly

The inevitable increase in volume of calls would require assistance in working the phone, as I truly don't have the additional hours to give. The obvious person to assume this responsibility would be my wife, Shaunda. Utilizing her would allow the "virtual office" concept to continue. I propose hiring Shaunda as an "administrative assistant" at the part time rate of \$140.00 per week for working the phones. She would also do the EXCEL entry and stuffing/mailing for a total salary of \$162.50 per week. I would use a properly certified person from the Sheriff's Office to run the DLs each week with the additional \$37.50.

This would free me from administrative duties, and allow me to do more of the investigative work and keep up with the increased contacts and arrests when necessary.

MAILING EXPENSE

An increase in letters mailed would require an increase in postage, paper and ink. Again using discoveries made during the Warrant Roundup, the additional expense would be about \$70 per week.

Expressed in a sentence; Direct mailing of new contacts letters could be increased from 150-200 per month to 150 contact letters per week for an additional \$270.00 per week. I believe this would increase the bottom line profit accordingly.

BIG PICTURE CONSIDERATIONS

Major programs...

Warrant Roundups, as we have seen, can be quite effective. Their effectiveness however, is not based on how many are arrested, but rather on how many *believe* they will be arrested. As such, subsequent warrant roundups in a calendar year are less and less effective and draw less and less media attention. I believe that one Warrant Roundup should be funded per year (\$5000). An additional, lesser amount (\$2500) should be budgeted for a seasonal (Christmas) *Amnesty Program* offering reduced fines and/or warrant fees. This is promoted as an alternative for those who wish to avoid unpleasantness and legal complications around the holidays. Presented correctly (and we would), this would give Hunt County a "compassionate face" around the Holidays and at the same time generate additional income. This would give us 2 major programs for the 2004-2005 budget year, spaced evenly in the calendar year.

Transportation...

At present the Warrant Officer is driving a 1998 Ford Crown Victoria "handed down" from the Sheriff's office. This vehicle has 168,000 miles and is presently using 1 quart of oil per 500 miles. As such, it is in need of an engine. If we make the structure changes I am proposing, it would provide more time for the Warrant Officer to be "on the street", greatly increasing the demand for reliable transportation. I have a few other automotive issues, (brakes, rear bumper cover etc.) however we have sufficient budget money for them in the Constable Precinct One budget. Some thoughts for addressing this concern...

An allotment of \$4,000 would replace the engine in the present vehicle provided for the Warrant Officer. This vehicle is under the control of Constable Precinct One. The length of service for this vehicle would still be in question.

An allotment of \$14,000 would provide a completely reconditioned 2003 vehicle. (<http://www.used-police-cars.com/03-black-police-interceptor.html>) A reconditioned vehicle in this type of service, barring a major accident, should still be in good condition for at least three to five years.

An allotment of \$25,000 would provide for a new vehicle. A new car in this type of service, barring a major accident, should still be in great condition and have comparatively low miles even after five years.

Expressed in a paragraph; I believe the Office of Warrant Assistance can adequately structure 2 major events per year at an expense of \$7500.00. I believe this would also increase the bottom line profit accordingly. Transportation issues could be solved with a \$25,000, \$14,000 or a stopgap \$4000 investment for one year.

TECHNOLOGY EXPENSE

I would like to include line items for Accurint* at an average of \$40 per month and additional \$40 per month to cover my Internet connection at home (since we are now using a VPN connection to remotely log onto Hunt County requiring internet). I also need approximately \$35 per month for the monthly contract on the Internet access on my mobile laptop. (Sarge paid for this in 2003-2004 out of his technology fund as well as purchased the computer) I need \$200-\$300 per year for Internet maintenance and server space rental. These expenses would require little if any additional budget increase, as there is sufficient room on the "telephone" line of Constable Precinct One budget. I am seeking only approval to *rename* the line "telephone/technology", and gain your approval to spend it accordingly.

*Accurint is an advanced people search engine. This is the next step in locating persons whose updated DL letters are returned, or whose DLs are expired. This is also the tool I used to discover that some wanted persons were already deceased.

I would suggest we increase/adjust the budget for the Office of Warrant Assistance as follows...

Personnel	\$10,400.00 per year (2 part time people)
Major Programs	\$ 7,500.00 per year
Mailing expense	\$ 3,640.00 per year
Tel/Tech	\$ 00.00 per year (line name change only)

Total requested line item increase \$21,540.00 per year
Transportation upgrade \$25,0000/\$14,000/\$4000 one time

I have been honored to serve Hunt County this past fiscal year in the capacity of Warrant Officer, and would be pleased to continue.

I am content to remain where we are, make the requested budget additions and "ratchet it up another notch", or cease operation altogether. Whatever your decision, I am proud to have been a part of Hunt County this past year. For me, it has been a "great run"!

Thank you!
Joe Knight