



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER \_\_\_\_\_

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DATE: 1/14/2025

**SUBJECT: CONSIDERATION TO RESCIND COURT ORDER #143803 AND CONSIDER A SUBRECIPIENT CONTRACT BETWEEN TARRANT COUNTY AND SAFE CITY COMMISSION, D/B/A ONE SAFE PLACE FOR SERVICES RELATED TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES ENDING THE HIV EPIDEMIC GRANT FOR FUNDING YEAR 2025**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider rescinding Court Order #143803 and consider a Subrecipient Contract between Tarrant County and Safe City Commission, d/b/a One Safe Place for services related to the Texas Department of State Health Services (DSHS) Ending the HIV Epidemic (EHE), for Funding Year (FY) 2025 Grant Contract No. HHS000897700004.

**BACKGROUND**

Tarrant County Public Health (TCPH) receives funding annually from DSHS through grant contracts to support essential public health services. The EHE grant contract supports HIV education and prevention and is funded by the Centers for Disease Control and Prevention (CDC). DSHS serves as a passthrough agency and provides grant funds for the salaries of staff who perform community health promotion activities in support of its agreement with the CDC. These activities include distributing HIV prevention messaging to vulnerable populations, providing educational materials, and referring clients for initial laboratory testing.

Safe City Commission, d/b/a One Safe Place supports the EHE program by educating on the intersection of intimate partner violence (IPV) and vulnerability to HIV. This education is delivered through in-person classes, strategic advertising campaigns targeting vulnerable communities, and targeted social media posts.

On September 29, 2020, the Commissioners Court, through Court Order #133855, approved the Fiscal Year 2021 DSHS EHE Grant Contract (#HHS000897700004) in the amount of \$637,328.00 for the term of August 1, 2020 through July 31, 2021.

Over the years DSHS has amended the EHE grant contract to extend the term and/or provide additional grant funding for Tarrant County to distribute to community partners through subrecipient contracts each fiscal year.

On November 7, 2023, the Commissioners Court, through Court Order #142085, approved a Subrecipient Contract with Safe City Commission, d/b/a One Safe Place for FY 2024 funding in the amount of \$67,000.00 for the term of August 1, 2023 through May 31, 2024, with an option to renew the agreement for one (1) additional year.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Talmage Holmes



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: \_\_\_\_\_ DATE: 1/14/2025 PAGE 2 OF 117

On May 21, 2024, the Commissioners Court, through Court Order #143156, approved Amendment No. 5 to the FY 2024-2025 DSHS EHE Grant Contract (#HHS000897700004) for additional funding in the amount of \$106,221.00 for FY 2024 and additional funding in the amount of \$531,106.00 for FY 2025.

On September 4, 2024, the Commissioners Court, through Court Order #143803, approved Amendment No. 1 to the Subrecipient Contract with Safe City Commission, d/b/a One Safe Place for additional funding for FY 2025 in an amount not to exceed \$75,000.00. After Commissioners Court approval, Tarrant County Public Health determined that this subrecipient contract should have been submitted as a new contract for FY 2025 rather than an amendment to the FY 2024 contract.

With approval, Tarrant County will enter into a new Subrecipient Agreement with Safe City Commission, d/b/a One Safe Place to provide DSHS EHE grant funding in an amount not to exceed \$75,000.00 for FY 2025. The contract will be effective January 14, 2025 through May 31, 2025. During this period, Safe City Commission, d/b/a One Safe Place will implement the new proposed budget for grant-related activities, including educating IPV survivors, social service providers, and others about the intersection of HIV and IPV.

The Criminal District Attorney's Office has reviewed this contract as to form.

## **FISCAL IMPACT**

The sub-grant award is for \$75,000.00 for FY 2025.

This grant does not require a grant match.

Indirect cost is allowed.

There is no operating subsidy required for this sub-grant contract.

All associated costs will be paid from grant fund allocations in F0036-2025.



#### IV. TERMS AND CONDITIONS OF PAYMENT

Tarrant County agrees to pay Subrecipient for reimbursable costs under the Grant only to the extent that Grant funds are available. Tarrant County will pay in accordance with the approved budget for each funded category listed in Attachment C.

Tarrant County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. It is the responsibility of the Subrecipient to submit a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Subrecipient will submit complete monthly reimbursement requests within 15 days following the end of each month. If the 15th falls on a weekend or holiday, the deadline for the reimbursement request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday. A final close-out bill may be submitted no later than thirty (30) days following the end of the contract term. Reimbursement requests and signature pages shall be submitted to the Tarrant County Public Health Department. To be considered a complete request, the following must be included:

- Cover page signed by the Subrecipient's authorized signatory
- The reimbursement request must contain supporting documentation including service utilization reports. The following must be included to substantiate a reimbursement request:
  - Request for Reimbursement form
  - General Ledger (monthly, generated from Subrecipient's accounting system); or other supporting documentation acceptable to the Subrecipient
  - Timesheets or Payroll Report (monthly, generated from Subrecipient's payroll system)- if budget included personnel
  - Progress Reports to include performance and evaluation measures
  - Reimbursement requests will be reviewed to assure compliance with approved budget, federal cost principles, and contract goals.
  - All reports must be sent electronically to Hope Adams
  - Email: [hmadams@tarrantcountytx.gov](mailto:hmadams@tarrantcountytx.gov)

Subrecipient understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of and county, state, or federal entity providing the funds to conduct an audit or investigation in connection with those funds. Entities with the authority to conduct an audit or investigation include, but are not limited to, the Tarrant County Auditor's Office (TCAO), the Texas State Auditor's Office (SAO), or any successor agency to these entities. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the TCAO or SAO must provide the TCAO or SAO with access to any information the

TCAO or SAO considers relevant to the investigation or audit. Subrecipient agrees to cooperate fully with the TCAO, SAO, or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Subrecipient through Subrecipient and the requirement to cooperate is included in any Subcontract it awards.

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

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Subrecipient shall e-mail a copy to [GrantNotification@tarrantcountytx.gov](mailto:GrantNotification@tarrantcountytx.gov).

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

## **V. FUNDING RESTRICTIONS**

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - o publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - o the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

## **VI. AMENDMENTS**

This Contract may not be amended without written agreement between both parties. However, Subrecipient may move up to 10% of allocated funds within any budget category without written approval of County, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Attachment C. In order to move any amount over and above a cumulative total of 10% of allocated funds within any budget category, Subrecipient will request the reallocation in writing to County.

Subrecipient shall be subject to decrease of funds if funding is not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is 25% per quarter.

## **VII. CONTRACT REPRESENTATIVES**

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

### **COUNTY**

Tarrant County Public Health  
1101 S. Main St., Suite 2504  
Fort Worth, TX 76104  
Phone: (817) 321-4945  
Attn: Abram Oliver  
[ajoliver@tarrantcountytexas.gov](mailto:ajoliver@tarrantcountytexas.gov)

### **SUBRECIPIENT**

Name: Safe City Commission d/b/a One Safe Place  
Address: 1100 Hemphill St.  
Fort Worth, TX 76104  
Phone: (817) 916-4323  
Attention: Michelle Morgan  
Email: [mmorgan@onesafeplace.org](mailto:mmorgan@onesafeplace.org)

## **VIII. LEGAL NOTICES**

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

### **COUNTY**

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

**SUBRECIPIENT**

Name: Safe City Commission d/b/a One Safe Place  
Address: 1100 Hemphill St.  
Fort Worth, TX 76104  
Phone: (817) 916-4323  
Attention: Michelle Morgan  
Email: mmorgan@onesafeplace.org

**IX. NOTICE REQUIREMENTS**

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

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

**X. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): NU62PS92459  
Federal Award Date: 8/1/2024  
Name of Federal Awarding Agency: Centers for Disease Control and Prevention

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

**XI. SEVERABILITY**

If a court finds any provision of this Contract illegal or invalid, that finding will not affect the balance of the Contract, and the court will delete the illegal or invalid provision, with all other provisions of the Contract to remain in force and effect.

## XII. ASSURANCES, REPRESENTATIONS, AND COMPLIANCE

- 1) Subrecipient assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations.
- 2) Subrecipient assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations.
- 3) Subrecipient assures that this Contract will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from TCPH. Any attempt to transfer, or otherwise assign, will be void and will confer no rights upon any third person or entity.
- 4) Subrecipient assures and represents that its receipt of funding under this Contract will not be used to supplant private, state, local, or other federal funds received by the Subrecipient.
- 5) Subcontractors may not subcontract (also known as sub of subcontracting) with another provider for services that they are contracted to deliver under the COUNTY's contract.
- 6) For all service categories: if a contract cannot be established directly with a provider or there are other extenuating circumstances, TCPH may request a waiver so that a provider may subcontract for limited services with another provider. An annual waiver request must be submitted and approved by DSHS prior to establishing subcontracts. The waiver must describe why TCPH cannot directly contract with the provider and the business need for a provider to establish a subcontract. The waiver must include the proposed contract between the provider and another provider. Request for waiver must be submitted no later than thirty (30) days prior the beginning of the contract year. DSHS will respond to waiver requests within ten (10) business days. DSHS has final approval of Sub of Sub-Contracting waivers per DSHS Sub-Contracting Policy 280.001.
- 7) Subrecipient assures and represents that the person signing this Contract on behalf of Subrecipient is authorized to execute this Contract on the Subrecipient's behalf and to legally bind the Subrecipient to all Contract terms.
- 8) Subrecipient will complete and sign Attachment Fin compliance with the Federal Executive Order 12549 "Debarment and Suspension".

FAILURE TO COMPLY WITH ANY OF THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION XII HEREIN AS WELL AS ANY OTHER TERM AND CONDITION OF THIS CONTRACT MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE WITHHOLDING OF FUTURE AWARDS. SUBRECIPIENT UNDERSTANDS THAT BY ENTERING INTO THIS CONTRACT COUNTY WILL AUDIT SUBRECIPIENT'S PERFORMANCE OF THIS CONTRACT, INCLUDING SUBRECIPIENT'S COMPLIANCE WITH THE ASSURANCES AND REPRESENTATIONS CONTAINED IN THIS SECTION 6 OF THIS CONTRACT.

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

- 1) In accordance with 45 CFR 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.
- 2) A separate cost center will be maintained within the general ledger for each Contract. Multiple cost centers may be used, provided the total cost in each of the cost centers equals and supports the reimbursement amount and the total cost reported to Tarrant County. A cost center is defined as a unique series of general ledger accounts established for the purpose of accumulating and categorizing expenses related to a specific cost objective. Each cost center will have a unique revenue account(s) that captures all income generated from these activities performed under a specific cost center. The balances reflected in these accounts will be the basis for monthly reimbursement requests.
- 3) Subrecipient shall maintain an effective accounting system, which will:
  - 4) Identify and record valid transactions
  - 5) Record transactions to the proper accounting period in which transactions occurred
  - 6) Describe transactions in sufficient detail to permit proper classification
  - 7) Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Contract requirements
  - 8) Adequately identify the source and application of funds of each Grant Contract
  - 9) Generate current and accurate financial reports in accordance with Contract requirements
- 10) Subrecipient will provide agency cost allocation plan to TCPH no later than sixty (60) days from Contract execution.

### **XIV. ALLOWABLE COST**

Tarrant County will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Subrecipient must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this

Contract. Tarrant County will determine whether costs submitted by Subrecipient are allowable and eligible for reimbursement. If Tarrant County has paid funds to Subrecipient for unallowable or ineligible costs, Tarrant County will notify Subrecipient in writing, and Subrecipient shall return the funds to Tarrant County within thirty (30) calendar days of the date of this written notice. Tarrant County may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to Tarrant County, or if financial status report(s) required are not submitted by the due date(s). Tarrant County may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Subrecipient's repayment obligations.

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

According to P.L. 116-260, Sec. 202: "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

## XV. REPORTS, INSPECTIONS, AND QM PLANS

- 1) Subrecipient will submit fiscal, progress, programmatic, and other reports as requested by County in the approved format. Monthly reimbursement requests are due no later than the 15th day of the following calendar month. If the reporting due date falls on a weekend or holiday, the deadline is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.
- 2) In order to protect and retain client data, Subrecipient will incorporate appropriate procedures, including the systematic creation and maintenance of end-user passwords and other security measures.
- 3) Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.
- 4) When state or federal funds are involved, any authorized representatives of the local, state or federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed and the premises in which it is being performed. Subrecipient will participate in and provide reasonable access to facilities for assisting said representatives. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.
- 5) County payment to Subrecipient does not stop the County from determining that certain costs were ineligible for reimbursement or that Program Income was not spent in accordance with this Contract. If the County determines that a cost the County has paid for is ineligible for reimbursement, the Subrecipient will refund the

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

- a. Recoup reimbursement for ineligible expenditures;
- b. Recoup ineligible use of Program Income; and
- c. Assure Subrecipient compliance with County's reporting requirements, program objectives, or other requirements relating to the Subrecipient's performance under this Contract.

The County reserves the right to redistribute and reallocate funds when necessary.

- 6) An audit must be completed if required by 2 CFR Part 200.500-520 and or 45 CFR Part 75.501-520. If the guidance does not require a single audit, the Subrecipient will notify County in writing.

#### XVI. PARTICIPANT RECORDS

- 1) Subrecipient grants the County, HHS, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, the right of timely and unrestricted access to any books, documents, papers, or other records of Subrecipient pertinent to the Contract, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access by County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. This right includes access to records of for-profit enterprises owned by the Subrecipient and collocated with the non-profit in the same building.
- 2) County retains the right of access to Subrecipient's records or the right to obtain copies of said records for audit, litigation, or other circumstances that may arise. If this Contract is terminated during the Contract term, County may provide written notice to the Subrecipient requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another Subrecipient. Upon receiving such notice from County, the Subrecipient will take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases. The client's case and records will be transferred to another Subrecipient only with client's written consent. Any disclosure or transfer of records will conform to the confidentiality provisions of this Contract.
- 3) Subrecipient will have written policies and procedures that address the organization, content, compilation, storage, dissemination, transport and accessibility of client records.
- 4) These documents will be maintained and retained by the Subrecipient in accordance with state and federal retention schedules. If any litigation, claim, or audit involving these records begins before the retention period expires, the Subrecipient will retain the records and documents in accordance with state and federal retention schedule or until litigation, claims, or audit findings are resolved, whichever is later.

## **XVII. EQUIPMENT AND SUPPLIES**

- 1) Subrecipient will purchase and maintain any equipment and supplies procured under this Contract in conformity with applicable federal and state laws, regulations, and rules affecting the purchase of these items with Grant funds.
- 2) Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost \$5,000 or more. Any purchase of equipment must be consistent with the Uniform Guidance at 45 CFR Part 75, Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Consistent with 45 CFR 75.320, any equipment acquired using grant funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment must also be in compliance with relevant laws and regulations. Subrecipient must receive prior approval for all equipment purchases.
- 3) The Subrecipient will maintain, repair, and protect equipment in order to assure its full availability and usefulness. Subrecipient will insure all equipment at its replacement value against any loss, destruction or damage. In the event the Subrecipient is indemnified, insured, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment provided under this Contract, it will use the proceeds solely for the repair or replacement of this equipment.
- 4) Subrecipient will attach a detailed, cumulative listing of equipment inventory to Subrecipient's final request for Grant payment. If there have never been any equipment purchases paid for by funds from the County, Subrecipient will attach a statement to that effect. Subrecipient's final billing for each Grant will not be accepted if this inventory or statement is not attached. Additionally, failure to include the inventory listing or statement may result in an audit finding on Subrecipient's monitoring review and/or delay of reimbursement. Audit findings may cause termination of Contract for cause or suspension of payment of funds.
- 5) The Subrecipient will execute any necessary documents to transfer title of any equipment purchased with funds from this Contract to either the County, or any other party designated by the County; provided, however, that the County may at its option and to the extent allowed by law, transfer title of such property to the Subrecipient.
- 6) For the purposes of the contract, Subrecipient may not use funds to make payments to intended recipients of service; to purchase a building or facility; or to improve a building or other facility.

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

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

## **XIX. TERMINATION**

Unless otherwise provided for, this Contract may be terminated by either of the parties by providing written notice to the other party at least thirty (30) days prior to the intended date

of termination. Termination under these circumstances does not nullify a reimbursable cost incurred for performance prior to the date of termination.

This Contract may be terminated by the County in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either party, impossible. If the parties cannot amend the Contract to continue the services required by this Contract, then, upon written notification by the County to Subrecipient, the parties will be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the accrued costs prior to the date of termination.

## **XX. PERSONNEL**

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

Each personnel file will contain the following:

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

### **XX.I. INDEPENDENT SUBRECIPIENT**

Subrecipient is an independent Subrecipient under the terms of this Contract and is not an officer, agent, servant, or employee of the County.

## **XXII. ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other person not a party to this Contract. This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of

this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court; or Tarrant County, Texas if the matter arises in State Court.

### **XXIII. CONTRACT COMPLIANCE**

County may withhold funds or terminate this Contract upon thirty (30) calendar days written notice to the Subrecipient for non-compliance with Contract terms. Non-compliance occurs when a discrepancy is found between the actual delivery of services and what the Contract requires, including the Contract's administrative requirements.

### **XXIV. GRIEVANCE**

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

### **XXV. CONFIDENTIALITY**

Subrecipient will maintain a system to protect client records and other contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by the subrecipient will be in accordance with applicable law. Where applicable, all staff must sign a required confidentiality agreement annually.

If, by performing the work described in the workplan - scope of work, Subrecipient should create, receive, maintain, or transmit electronic PHI on behalf of TCPH, Subrecipient shall: Enter into a Business Associate Agreement (BAA) with COUNTY. See Attachment H. BAA must be completed before work begins.

### **XXVI. PROHIBITION ON BOYCOTT OF ISRAEL**

Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

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

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 48 Code of Federal Regulations (CFR) section 3.908 to the award and requires that recipients inform their employees in writing (jn the predominant native language of the workforce) of employee whistleblower

rights and protections under 41 U.S.C. 4712.

## **XXVIII. TX HB 1295 COMPLIANCE**

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

## **XXIX. MISCELLANEOUS PROVISIONS**

### **a. Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **b. No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the County.

### **c. Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the County.

### **d. Confidentiality of Client Records**

Subrecipient will maintain a system to protect client records and other contract records deemed confidential by law from inappropriate disclosure. This system will encompass mechanisms for the protection and confidentiality of all paper and electronic records. Any disclosure of confidential client information by the subrecipient, including information required by Section 15, will be in accordance with applicable law. All staff must sign the required confidentiality agreement annually.

### **e. Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Subrecipient before this Contract is effective or after it ceases to be effective are performed at the sole risk of Subrecipient with respect to compensation.

### **f. Application of DSHS contract**

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

**Tarrant County**

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

**Safe City Commission d/b/a One Safe Place**

Signature: Michelle Morgan  
Printed Name: Michelle Morgan  
Title: Executive Vice President  
Date: 10/9/24

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

**Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Michelle Morgan  
Signature

Michelle Morgan  
Printed Name

Executive Vice President  
Title

One Safe Place  
Organization Name

10/11/24  
Date Signed

THE FOLLOWING ATTACHMENTS TO SUBRECIPIENT CONTRACT ARE  
INCORPORATED BY REFERENCE:

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

ATTACHMENTS FOLLOW

Insert  
ATTACHMENT A  
Here

**Attachment C**



**TEXAS**  
**Health and Human Services**

**Health and Human Services (HHS)**

**Uniform Terms and Conditions - Grant**

**Version 3.3**

Published and Effective – November 2023

Responsible Office: Chief Counsel

## **ABOUT THIS DOCUMENT**

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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# ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

## 1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“[Contract](#)” or “[Grant Agreement](#)” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

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

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

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

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

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

“[Solicitation](#),” “[Funding Announcement](#)” or “[Request for Applications \(RFA\)](#)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

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

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

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

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

“[Texas Grant Management Standards](#)” or “[TxGMS](#)” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

## 1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
  - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
  - ii. Shall not contest the interpretation by the System Agency of such provision(s).No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

## ARTICLE II. PAYMENT PROVISIONS

### 2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

### 2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

### 2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller’s *Textravel* guidelines, which can currently be accessed at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>

## **2.4 BILLING**

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

## **2.5 USE OF FUNDS**

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

## **2.6 USE FOR MATCH PROHIBITED**

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

## **2.7 PROGRAM INCOME**

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

## **2.8 NONSUPPLANTING**

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

## **2.9 INDIRECT COST RATES**

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

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

### **3.1 EXCESS OBLIGATIONS PROHIBITED**

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

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

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

### **3.3 DEBTS AND DELINQUENCIES**

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

### **3.4 REFUNDS AND OVERPAYMENTS**

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

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

### **4.1 ALLOWABLE COSTS**

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

## **4.2 AUDITS AND FINANCIAL STATEMENTS**

### **A. Audits**

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

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

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

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

### **A. Audits.**

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

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

**B. Financial Statements.**

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

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

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

### **5.1 WARRANTY**

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

### **5.2 GENERAL AFFIRMATIONS**

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

### **5.3 FEDERAL ASSURANCES**

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

### **5.4 FEDERAL CERTIFICATIONS**

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

### **5.5 STATE ASSURANCES**

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

### 6.2 GRANTEE'S PRE-EXISTING WORKS

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

### **6.3 THIRD PARTY IP**

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

### **6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS**

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

### **6.5 DELIVERY UPON TERMINATION OR EXPIRATION**

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

### **6.6 SURVIVAL**

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

### **6.7 SYSTEM AGENCY DATA**

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

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

## **ARTICLE VII. PROPERTY**

### **7.1 USE OF STATE PROPERTY**

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
  - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
  - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

### **7.2 DAMAGE TO STATE PROPERTY**

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

### **7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT**

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

## **7.4 EQUIPMENT AND PROPERTY**

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## **ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY**

### **8.1 RECORD MAINTENANCE AND RETENTION**

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

## **8.2 AGENCY'S RIGHT TO AUDIT**

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

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

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

- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

#### **8.4 STATE AUDITOR’S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

#### **8.5 CONFIDENTIALITY**

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency’s prior written consent, any System Agency information including but not limited to System Agency’s business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

### **ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES**

#### **9.1 REMEDIES**

- A. To ensure Grantee’s full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
  - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
  - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
  - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
  - iv. suspending all or part of the Grant Agreement;
  - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
  - vi. recouping payments made by the System Agency to the Grantee found to be in error;
  - vii. suspending, limiting, or placing conditions on the Grantee’s continued performance of the Project;
  - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

- obtained;
- ix. withholding release of new grant agreements; and
  - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

## 9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

## 9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
- i. Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
  - ii. Failure to Maintain Financial Viability**

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

## 9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

## 9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

## 9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

# ARTICLE X. INDEMNITY

## 10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT**

## **AGREEMENT.**

### **10.2 INTELLECTUAL PROPERTY**

**GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:**

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

### **10.3 ADDITIONAL INDEMNITY PROVISIONS**

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

## **ARTICLE XI. GENERAL PROVISIONS**

### **11.1 AMENDMENTS**

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

### **11.2 NO QUANTITY GUARANTEES**

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

### **11.3 CHILD ABUSE REPORTING REQUIREMENTS**

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

### **11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS**

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
  - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
  - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
  - iii. Applying to all employees and visitors in this designated area; and
  - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

### **11.5 INSURANCE AND BONDS**

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

## **11.6 LIMITATION ON AUTHORITY**

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
  - i. Make public policy on behalf of the System Agency;
  - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
  - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

## **11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

## **11.8 SUBCONTRACTORS**

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

## **11.9 PERMITTING AND LICENSURE**

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

#### **11.10 INDEPENDENT CONTRACTOR**

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

#### **11.11 GOVERNING LAW AND VENUE**

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

#### **11.12 SEVERABILITY**

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

#### **11.13 SURVIVABILITY**

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

#### **11.14 FORCE MAJEURE**

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

### **11.15 NO IMPLIED WAIVER OF PROVISIONS**

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

### **11.16 FUNDING DISCLAIMERS AND LABELING**

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

### **11.17 MEDIA RELEASES**

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

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

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

### **11.19 SOVEREIGN IMMUNITY**

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

#### **11.20 ENTIRE CONTRACT AND MODIFICATION**

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

#### **11.21 COUNTERPARTS**

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

#### **11.22 PROPER AUTHORITY**

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

#### **11.23 E-VERIFY PROGRAM**

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

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

#### **11.24 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
Fax: (512) 438-5885  
Email: [HHSCivilRightsOffice@hhsc.state.tx.us](mailto:HHSCivilRightsOffice@hhsc.state.tx.us)

## **11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

## **11.26 DISCLOSURE OF LITIGATION**

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

#### **11.27 NO THIRD PARTY BENEFICIARIES**

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

#### **11.28 BINDING EFFECT**

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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## DESIGNATED CONTACTS

### Contract Reviewer

Name: Michelle Morgan  
Title: Executive Vice President & Director, Family Justice Center  
Email Address: [mmorgan@onesafeplace.org](mailto:mmorgan@onesafeplace.org)  
Phone Number: 817-502-7122

### Contract Signer

Name: Ken Shetter  
Title: President  
Email Address: [ksnetter@onesafeplace.org](mailto:ksnetter@onesafeplace.org)  
Phone Number: 817-502-7110

### Reporting / Evaluation

Name: Michelle Morgan  
Title: Executive Vice President & Director, Family Justice Center  
Email Address: [mmorgan@onesafeplace.org](mailto:mmorgan@onesafeplace.org)  
Phone Number: 817-502-7122

### Reimbursement / Financial

Name: Grant Summers  
Title: Executive Vice President, Finance & Operations  
Email Address: [gsummers@onesafeplace.org](mailto:gsummers@onesafeplace.org)  
Phone Number: 817-502-7121

### Payment Information

Organization Address:  
1101 Hemphill St, Ft Worth TX 76104  
Attn: Grant Summers

Unique Entity Identifier Y2J3JTTGXS95

Insert  
ATTACHMENT B  
Here

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

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

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

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

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

**DEFINITIONS**

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

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

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

I. **GENERAL REQUIREMENTS**

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

The Work Plan submitted by the Subrecipient is hereby incorporated by reference and is the official record of specific activities performed under this Subcontract. Grantee and all subgrantees will follow all requirements outlined in this section (Section I: General Requirements). Grantee and subgrantees will follow applicable activity-specific requirements as outlined in Section U: Requirements by Activity of this document.

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

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

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

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

10. HIV Core and Support Service Categories (DSHS Standards of Care) and Universal Standards, Sections 1, 2, 3, 4, 5, 6, and 7, contained in the HIV-STD Program Policies located at [www.dshs.texas.gov/hivstd/taxonomy/default.shtm](http://www.dshs.texas.gov/hivstd/taxonomy/default.shtm);
  11. DSHS Eligibility to Receive HIV Services, contained in the HIV-STD Program Policies located at [www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm)
  12. HIV Health Insurance Assistance, contained in the HIV-STD Program Policies, located at [www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm);
  13. DSHS Funds as Payment of Last Resort, contained in the HIV-STD Program Policies, located at [www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm](http://www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm);
  14. Ryan White HIV/AIDS Program Part B Manual, located at <http://hab.hrsa.gov/sites/default/files/hab/GlobalVhabpartbmanual2013.pdf>;
  15. Clinical Quality Management Policy Clarification Notice, located at <http://hab.hrsa.gov/sites/default/files/hab/Global/clinicalqualitymanagementpcn.pdf>
  16. DSHS HIV Surveillance Guidelines and Procedures, located at <https://www.dshs.texas.gov/hivstd/contractor/surveillance.shtm>;
  17. DSHS HIV/STD Overall Responsible Party for TB/HIV/STD Surveillance Data, located at <https://www.dshs.state.tx.us/hivstd/policy/policies/2012-01.shtm>; and
  18. Any additional relevant letters or memos with additional directions and policies issued by DSHS.
- N. Comply with all applicable federal and state regulations and statutes, including but not limited to:
1. Texas Health and Safety Codes:
    - a. §81 - Communicable Diseases;
    - b. §85 - Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection (paying attention to §85.085 - Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedures provided as part of the testing activities conducted under this Contract); and
    - c. §94 - State Plan for Hepatitis C; Education and Prevention Program;
  2. Texas Administrative Code (TAC) Title 25, Chapters 97 (Subchapter A, F) and 98;

3. Ensure the delivery of comprehensive support services to meet the identified needs of persons living with HIV and their families, for Early Intervention Services and Outreach Services in accordance with Health Resources and Services Administration (HRSA) Program Policy, located at [https://hab.hrsa.gov/sites/default/files/hab/Global/service\\_category\\_pen\\_16-02\\_final.pdf](https://hab.hrsa.gov/sites/default/files/hab/Global/service_category_pen_16-02_final.pdf)
4. Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code as amended, located at <https://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A>: and
5. Misuse of Funds and Performance Malfeasance which states:
  - a. Report to the contract manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract;
  - b. Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
  - c. If this Contract is federally funded by the Department of Health and Human Services (HHS):
    1. Report any credible evidence that a principal, employee, subgrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds; and
    11. Make this report to the SAO at <https://sao.fraud.texas.gov>, and to the HHS Office of Inspector General at <https://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place;
0. All documents named in items M and N above are hereby incorporated by reference and made a part of this Contract. Grantee must receive advance written approval from DSHS before varying from any of these requirements, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s);
- P. Use collected data, together with input from persons using services and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population(s);
- Q. Submit written reports to DSHS that summarize the activities and services delivered

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

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

IL REQUIREMENTS BY ACTIVITY  
STRATEGIC PARTNERSHIPS, PLANNING, AND COORDINATION TO  
SUPPORT ENDING THE HIV EPIDEMIC

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

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

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

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

Grantee and any subcontractors will:

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

days;

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

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

Grantee and any subcontractors will:

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

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

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

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

Grantee and any subcontractors will:

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

services, and engage in active outreach and recruitment, which must include online and social media activities;

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

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

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

Grantee and any subcontractors will:

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

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

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

Grantee will:

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

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

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

Grantee and any subcontractors will:

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

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

Grantee will:

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

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

### III. PERFORMANCE MEASURES

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

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

### IV. TANGIBLE REINFORCEMENTS

Grantee and any subcontractors will:

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

V . PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

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

Grantee and any subcontractors will:

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

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

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

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

## VI. PROGRAM MONITORING AND PROGRESS REPORTS

Grantee will:

- A. The Grantee (and each subcontractor or volunteer, if applicable) shall cooperate with direct monitoring by DSHS. Monitoring will be conducted via site visits using DSHS monitoring tools and may be announced or unannounced. This monitoring may consist of the review of records (including the records of people who received services) and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable);
  - B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include: a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed in Section III: Performance Measures above and a detailed response to all items listed in the report;
  - C. Provide the required reports to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) with copies to the designated DSHS HIV/STD Program Consultants and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates: March 1, 2025, and October 1, 2025;
- VII. The Grantee shall provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns, all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable);
- VIII. The Grantee shall maintain expertise in any subcontracted project content,

protocols and methods, and provide technical assistance to subcontractor staff as needed;

- F. The Grantee and any relevant subcontractor(s) or volunteer(s) shall cooperate with DSHS policies for addressing all concerns or problems identified during the Contract period;
- G. If Grantee or subcontractor performance is deficient, OSI-IS will notify the Grantee in writing. The Program Consultant will work with the Grantee to identify the corrective action required by the Grantee to address the deficiency. The Program Consultant will deliver, or coordinate the delivery of, additional technical assistance to support the Grantee in taking the corrective action. If the corrective action is successful in resolving the problem, DSHS will notify the Grantee in writing that resolution has been achieved. If the corrective action is unsuccessful in resolving the problem, OSI-IS has all the following options:
  - 1. Revise deliverables (e.g., requiring Grantees to report with increased frequency);
  - 2. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;
  - 3. Progressively reduce the total funds in response to repeated failures to comply with requirements;
  - 4. Suspend payment on the Contract pending correction of the deficiency by the Grantee; or
  - 5. Terminate the Contract.

## VII. QUALITY ASSURANCE ACTIVITIES

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

Grantee and any subcontractors will:

- A. Ensure that activities performed under this Contract are of high quality and consistent with all the requirements of this Contract, to meet DSHS performance expectations;
- B. Implement an orientation plan for new staff (i.e., new hires involved in activities funded under this Contract), which may be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Contract;
- C. Solicit feedback from people served by this Contract and create a summary of the feedback for each intervention at least once during the term of this Contract. The summary of the feedback must be available for review and identified concerns must be addressed within thirty (30) days of the feedback period. All related documentation must be available for review during DSHS site visits;
- D. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting;
- E. Follow DSHS quality assurance requirements for all activities related to this funding. Refer to Section I: General Requirements above for links to relevant

documents;

- F. Perform the Quality Monitoring activities for all staff members performing direct services to ensure compliance. Refer to Section I: General Requirements above for links to relevant documents; and
- G. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subcontractors. DSHS may specify evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

#### VIII. TRAINING REQUIREMENTS

Grantee and any subcontractors will:

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

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

Grantee will:

- A. Request payments monthly using the State of Texas Purchase Voucher (Form B-13), located at <https://www.dshs.texas.gov/grants/fonns.shtm>, the Voucher Support Form and acceptable supporting documentation for reimbursement of the required services/deliverables. Grantee is required to identify expenditures by budget category and funding code. Voucher and any supporting documentation must be emailed to the address below:

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, TX 78714-9347

EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov):

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

If expenditures are below that projected in Grantee's total Contract amount as approved

for this Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

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

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

Insert  
ATTACHMENT C  
Here

<i>Program Budget</i>	
<b>EXPENSE CATEGORY</b>	<b>BUDGET</b>
<b>PERSONNEL</b>	
EHE Grant Coordinator	\$15,000.00
Payroll Taxes	\$1,148.00
Subtotal	\$16,148.00
<b>FRINGE</b>	
Subtotal	\$ -
<b>TRAVEL</b>	
Subtotal	\$ -
<b>EQUIPMENT</b>	
Subtotal	\$ -
<b>SUPPLIES</b>	
In-House Supplies	\$500.00
Subtotal	\$500.00
<b>CONTRACTUAL</b>	
Community Outreach	\$5,500.00
Subtotal	\$5,500.00
<b>OTHER</b>	
Professional Printing Expenses	\$1,500.00
Social Media Outreach	\$2,000.00
Training Cost	\$4,000.00
Public Advertisement Expenses	\$45,352.00
Subtotal	\$52,852.00
<b>TOTAL</b>	<b>\$75,000.00</b>

## Reimbursement Request Form

Subcontractor Name, Mailing Address, Contact Person				
Name	One Safe Place			
Address	1101 Hemphill St			
Address	Ft Worth, TX 76104			
Contact Person, Title	Grant Summers, VP Finance & Operations			
Period Covering:				
Line Item Budget	Approved Budget	Expended this Period	YTD Expended	YTD Remaining
Personnel - Salaries				
Position:	\$0.00	\$0.00	\$0.00	\$0.00
Position:	\$0.00	\$0.00	\$0.00	\$0.00
Position:	\$0.00	\$0.00	\$0.00	\$0.00
Position:	\$0.00	\$0.00	\$0.00	\$0.00
1 Personnel (Salaries)	\$0.00	\$0.00	\$0.00	\$0.00
Personnel - Fringe				
FICA	\$0.00	\$0.00	\$0.00	\$0.00
Insurance - Medical	\$0.00	\$0.00	\$0.00	\$0.00
2 Personnel (Fringe Benefits)	\$0.00	\$0.00	\$0.00	\$0.00
3 Travel				
None	\$0.00	\$0.00	\$0.00	\$0.00
4 Equipment				
None	\$0.00	\$0.00	\$0.00	\$0.00
5 Supplies				
Paper Marketing	\$0.00	\$0.00	\$0.00	\$0.00
Clinic Supplies	\$0.00			\$0.00
6 Contractual				
Graphic Design	\$0.00	\$0.00	\$0.00	\$0.00
Video Production	\$0.00			
7 Construction				
None	\$0.00	\$0.00	\$0.00	\$0.00
8 Other Costs				
Professional Printing	\$0.00	\$0.00	\$0.00	\$0.00
Social Media Outreach	\$0.00			\$0.00
Training Cost	\$0.00			\$0.00
9 Supplies & Direct Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
10 Total Direct Charges (Sum of 1-9)	\$0.00	\$0.00	\$0.00	\$0.00
11 Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
12 Totals (Sum of 10-11)	\$0.00	\$0.00	\$0.00	\$0.00
Request this Month		\$0.00		

I CERTIFY THAT THIS REQUEST FORM IS CORRECT TO THE BEST OF MY KNOWLEDGE AND SUPPORTED BY DOCUMENTATION. WE ARE NOW REQUESTING REIMBURSEMENT FROM TARRANT COUNTY FOR THESE EXPENSES.

Name, Title \_\_\_\_\_  
(Signature)  
Date \_\_\_\_\_

**Budget Narrative**

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

**Overview:** One Safe Place will utilize the Ending the HIV Epidemic grant funds to help inform and empower IPV survivors, social service providers, and others about the intersection of HIV and IPV. Funding components will include basic education on the intersection of HIV & IPV in addition to providing resources and referral to HIV/sexual health services for those who seek assistance at One Safe Place; marketing and engagement that delivers a message on the importance of the intersection of HIV and IPV; and education and empowerment that increases knowledge of HIV and IPV among services providers and community leaders. The total cost for this program is **\$75,000**.

**Explanation of Each Budget Category:**

**Personnel – \$15,000.00**

\$15,000 is allocated for the employment of a part-time EHE Coordinator who will be responsible for implementing and managing the EHE activities at One Safe Place under the supervision of the Executive VP and Director of Family Justice Center. The rate will be \$1500/month x 10 months = \$15,000.

**Fringe – \$1,148.00**

A total of \$1,148 is allocated for payroll taxes. Amount comes from  $7.65\% \times \$15,000 = \$1,148$

**Travel – \$0.00**

N/A

**Equipment\* – \$0.00**

N/A

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

**Supplies – \$500.00**

\$500 has been allocated for In-House Printing and Materials (paper, ink, etc.)

**Contractual – \$5,500.00**

A community outreach organizer who will help ensure that printed materials are being distributed into the community at strategic community locations; will ensure that materials are tended to throughout the grant period. Initial payment \$1000 for set up and first month; the next 9 months will be \$500/month.  $\$1000 + (9 \times \$500) = \$5,500.00$

**Other – \$52,852.00**

Marketing materials will need to be printed through professional printing in order to update any past printed materials. The estimated cost is \$1,500 for professional printing costs.

Social media advertisement costs for digital outreach and engagement at \$100 per advertisement. Two advertisements per month for a total of 20 advertisements.  $20 \text{ ads} \times \$100/\text{ad} = \$2,000$ .

Training is a major programming component of this funding request. OSP will use the \$4,000 allocated to bring in expert trainers to provide cultural humility and/or professional education training to staff, partners, and/or community members focused on reducing stigma of groups vulnerable to HIV and IPV (costs for speaker, mileage, training fees, etc.).

\$45,352 is to be allocated for public advertisement including billboards, bus advertisements, and bus bench advertisements. These advertisements will increase awareness on the connection between HIV and IPV and how to seek services for both.

**Total FRF Program Cost - \$75,000.00**

Insert  
ATTACHMENT D  
Here

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

### PROJECT WORK PLAN

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

**GRANTEE NAME:** Tarrant County

**SUBAWARDEE NAME:** Safe City Commission d/b/a One Safe Place

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

**GRANT AGREEMENT NUMBER:** TBD

**PERIOD OF PERFORMANCE:** 12/3/2024 (or date of Commissioners Court signature, whichever is later) through 5/31/2025

**ZIP CODES/S:** 76104

**FUNDING AMOUNT REQUESTED:** \$75,000.00

### RECORD OF PROJECT WORK PLAN CHANGES

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

### CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
<b>PRIMARY EHE PROGRAM CONTACT</b>	Julian Rangel	OSP EHE Coordinator	jrangel@onesafeplace.org	817-502-7125
<b>FISCAL MANAGER</b>	Grant Summers	Vice President of Finance & Operations	gsummers@onesafeplace.org	817-502-7121

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



OUTPUTS	TARGET	OUTCOMES	TARGET
<b>OUTPUT Example:</b> Expected average number of Index Youths served annually		<b>OUTCOME Example:</b> 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
<b>OUTPUT 1:</b> Expected number of clients educated on HIV and/or referred to sexual health resources.	50	<b>OUTCOME 1a:</b> By the end of the grant period, 50% of IPV survivors will indicate that barriers for accessing additional services were reduced because of One Safe Place's advocacy services.  <b>OUTCOME 1b:</b> Each quarter, 70% of IPV survivors served will express that they are satisfied with the advocacy services they received at One Safe Place.	50%  70%
<b>OUTPUT 2:</b> Expected number of service providers/professionals who will have received training on the HIV, IPV, and associated factors.	80	<b>OUTCOME 2a:</b> Service providers with an increase in knowledge on the intersection of HIV and IPV.  <b>OUTCOME 2b:</b> 50% of Service providers will have an increased knowledge on the importance of integrating of sexual health services in intimate partner violence advocacy.	70%  50%
<b>OUTPUT 3:</b> Expected number of social media ads posted.	20 social media ads	<b>OUTCOME 3:</b> Total reach and engagement from social media ads promoting awareness on the intersection of HIV & IPV (15,000).	Total Social Media Reach of 15,000 (1,500 per post)  Total Social Media Engagement of 1,500 (150 per post) 3%
<b>OUTPUT 4:</b> Expected number of public ad campaigns	1 campaign	<b>OUTCOME 4:</b> Number of survivors who seek services through seeing public advertisements.	

<b>TARGET POPULATION</b>	
	ANTICIPATED PERCENTAGE OF CLIENTS SERVED ANNUALLY
<b>IPV survivors who are referred to further sexual health/HIV services by One Safe Place advocate</b>	50 individuals (~5% of OSP clients)

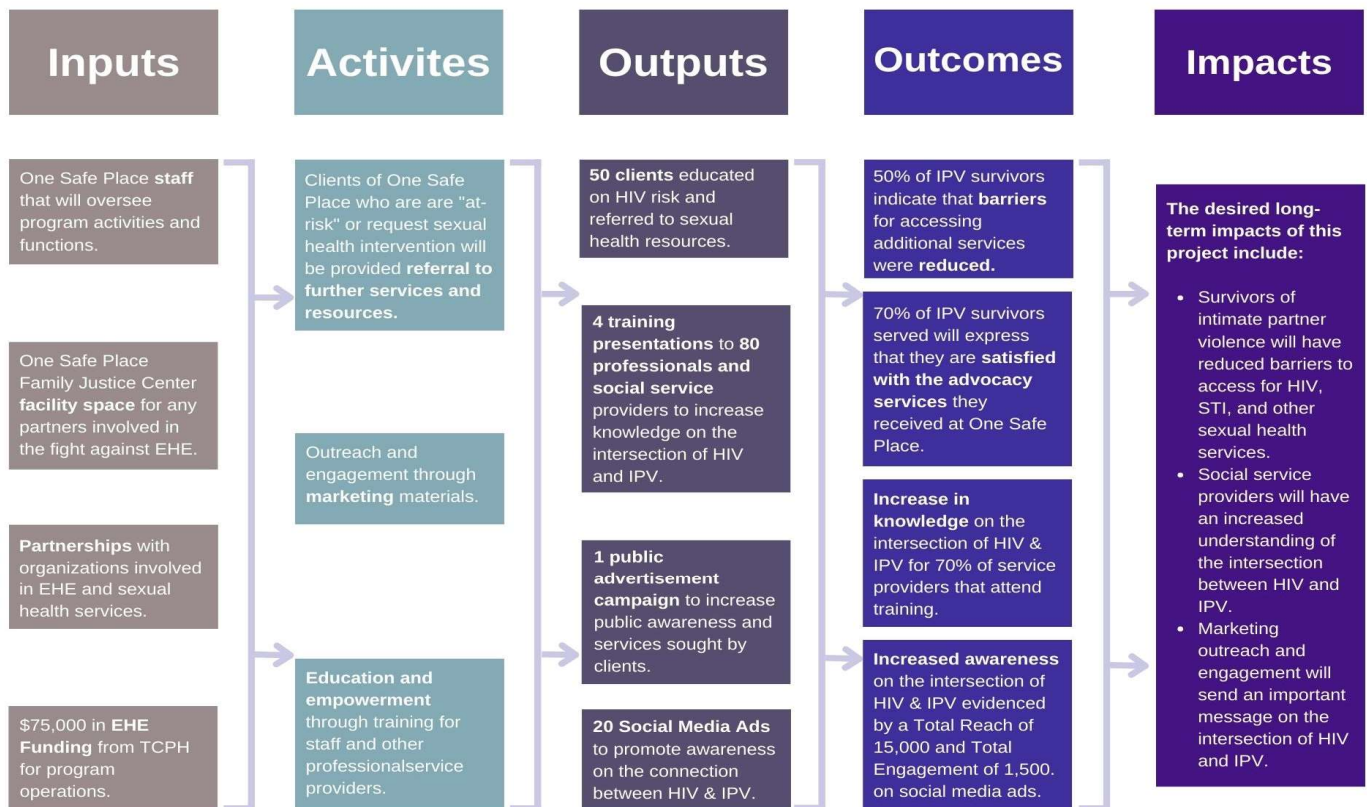
<b>OUTPUT 3:</b> Expected number of social media ads posted.	20 social media ads	<b>OUTCOME 3:</b> Total reach and engagement from social media ads promoting awareness on the intersection of HIV & IPV (15,000).	Total Social Media Reach of 15,000 (1,500 per post)  Total Social Media Engagement of 1,500 (150 per post)
<b>OUTPUT 4:</b> Expected number of public ad campaigns	1 campaign	<b>OUTCOME 4:</b> Number of survivors who seek services through seeing public advertisements.	3%

TARGET POPULATION	
	ANTICIPATED PERCENTAGE OF CLIENTS SERVED ANNUALLY
<b>IPV survivors who are referred to further sexual health/HIV services by One Safe Place advocate</b>	50 individuals (~5% of OSP clients)

GOALS AND OBJECTIVES
<p><i>Please outline the goals and objectives. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART). (<a href="http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html">http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html</a> ).</i></p>
Goals for the program
<ol style="list-style-type: none"> <li>1. Survivors of intimate partner violence will have reduced barriers to access for HIV, STI, and other sexual health services.</li> <li>2. Social service providers will have an increased understanding of the intersection between HIV and IPV.</li> <li>3. Marketing outreach and engagement will send an important message on the intersection of HIV and IPV.</li> </ol>
Goal 1: Survivors of intimate partner violence will have reduced barriers to access for HIV, STI, and other sexual health services.
<p>Objective 1: Each quarter, 70% of IPV survivors served will express that they are satisfied with the advocacy services they received at One Safe Place.</p> <p>Objective 2: By the end of the grant period, 50% of IPV survivors will indicate that barriers for accessing additional services were reduced because of One Safe Place’s advocacy services.</p> <p>Objective 3: By the end of the grant period, 120 IPV survivors will receive information on sexual health resources from OSP advocates.</p>
Goal 2: Social service providers will have an increased understanding of the intersection between HIV and IPV.
<p>Objective 1: By the end of the grant period, at least 80 social service providers will have received training on the intersection of HIV and IPV.</p> <p>Objective 2: By the end of a training session, at least 70% of service providers will report they have an increase in knowledge on the intersection of HIV and IPV.</p> <p>Objective 3: 50% of service providers will feel confident in being able to explain the importance of integrating of sexual health services in intimate partner violence advocacy.</p>
Goal 3: Marketing outreach and engagement will send an important message on the intersection of HIV and IPV.
<p>Objective 1: Each month, ad postings on social media will garner a “Total Reach” of at least 1,500 per post.</p> <p>Objective 2: Each month, ad postings on social media will accumulate a “Total Engagement” of at least 150 per post.</p> <p>Objective 3: 100% of marketing materials distributed (print or digital) will provide information on how to seek help for HIV and/or IPV services.</p>

## LOGIC MODEL

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



**REQUIRED & ANCILLARY PROGRAMMING PROVIDED**

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

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

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

1. One Safe Place: 1100 Hemphill St., Fort Worth, TX 76104. M-F 8:30am – 5pm
2. GRACE: 837 E. Walnut St., Grapevine, TX 76051. Tu & F 9am – 4pm
3. Partner Agencies, location & times vary based on agency

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

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

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

IPV survivors that indicate experiencing or engaging in a high-risk factor: forced sex/rape, prostitution, multiple partners (survivor or abusive partner), known STI exposure, etc. Additionally, IPV survivors that request an HIV test and/or those that may show other risk factors for HIV infection (i.e., IV drug use, multiple sex partners, partner infidelity, etc.).

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

One Safe Place will integrate HIV/sexual health needs into its intake process. This will provide a way for One Safe Place advocates to identify clients who may benefit from HIV testing and/or sexual health intervention. Actual HIV testing and sexual health services will be provided by HIV-centered agencies (TCPH, HELP, JPS, etc.). Marketing and outreach will include, social media ads and promotional item distribution. Education and empowerment will include training of staff, partner agencies, other service providers, and community members of the intersection of HIV and IPV as well as associated factors. One Safe Place's services are available to all residents of Tarrant County.

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

**Harm Reduction**

**Describe the Harm Reduction services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:**

**What is the mentor to client mentee ratio:**

**Intimate Partner Violence**

**Describe the EHE program design, meeting structure and implementation plan in detail as outlined in Section 4.1.A of the RFA:**

- One Safe Place will provide advocacy services to those experiencing IPV. During these advocacy services, items will be assessed that may put the individual at high-risk for HIV infection (forced sex, reports of infidelity, substance use, prostitution, sex trafficking, etc.). Brief education on why client is being referred to services will be provided, and the client will then be provided resources to sexual health intervention.
- For partners that want to provide services on site, space will be provided.
- Training will be provided to raise awareness amongst professional social service providers so that they are equipped with the knowledge on why HIV and IPV are connected and how to help survivors make that connection, too.
- Marketing will be conducted through social media advertisement with at least 10 ads posted throughout the grant period. Additionally, two short videos will be produced that focus on the intersection of HIV and IPV and utilized in digital marketing/advertising.

**Describe the process for ensuring EHE members will be provided opportunities to serve in leadership roles in the community:**

Julian Rangel and Michelle Morgan will be key focal points in ensuring that One Safe Place’s EHE programming is implemented smoothly. Within the role of implementing this EHE proposal, both individuals will be able to serve as leaders in the fight against HIV amongst IPV survivors, a population that requires specific and tailored understanding in trauma-informed care. Additionally, a partnership with the TCPH EHE Team will be a vital part of the implementation and management of this proposal, particularly in providing direct services to IPV survivors with sexual health needs. The TCPH EHE Team members will collaborate with OSP team members to lead the community towards a better understanding of the intersection of HIV and IPV.

**Youth**

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

**Describe how the three EHE elements will be incorporated into your program design.**

- 1. Leadership knowledge**
  
- 2. Leadership skill building**
  
- 3. Leadership in action**

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

**Community-Based Services**

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

**Describe how the three EHE elements will be incorporated into your program design.**

- 4. Leadership knowledge**

**5. Leadership skill building**

**6. Leadership in action**

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

**Engagement:**

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

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

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

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

All of the strategies listed will be continuous through the grant period. More specifically, some form of training on HIV, sexual health, and IPV will be held consistently throughout the grant period. Social media advertisements will be posted monthly with messages that emphasize the connection between HIV & IPV. Lastly, being part of the fight against HIV will be a continued principle throughout the grant period and beyond.

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

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

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

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

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

N/A

**Curriculums**

*Add additional rows as needed*

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments

**Virtual Programming**

*Please briefly describe how you may shift components of your program to virtual if needed.*

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions etc.?

One Safe Place has Zoom accounts. Each advocate has their own Zoom account that is available to use when an intake or follow-up needs to be completed virtually. Additionally, multiple admin personnel have Zoom Pro accounts to use when necessary. One Safe Place has the capability to hold trainings through Zoom.

*If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.*

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders

For each Program Component able to be provided virtually, describe any variations or modifications.

Any trainings that are scheduled will be moved to a virtual format via Zoom instead of in-person.

One Safe Place will be able to provide intake services virtually via telephone or Zoom instead of in-person as needed.

## PROGRAM IMPLEMENTATION

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

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

Startup activities will include the following:

- Updating client resource packages for those at high-risk
- Developing, approving, and ordering promotional items to be distributed.
- Scheduling initial trainings for staff, other service providers, and interested community members.

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

Outreach strategies will include:

- Client intake process
- Social media outreach
- Public advertisement
- Trainings

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

The One Safe Place building is open 24/7. Advocacy services provided by One Safe Place advocates are offered Monday through Friday from 8:30am – 5pm and no appointment is required. The Underground, operated by Unbound, is open to youth 10-22 years old, all year around, 24/7. The Underground provides crisis drop-in services for 24 hours.

Describe accessibility of programming for clients. Applicant must offer programming at times and places that meet the needs of local client.

The One Safe Place building is open 24/7. Advocacy services provided by One Safe Place advocates are offered Monday through Friday from 8:30am – 5pm and no appointment is required. The Underground, operated by Unbound, is open to youth 10-22 years old, all year around, 24/7. The Underground provides crisis drop-in services for 24 hours.

Describe how transportation needs will be met. Address any client transportation barriers or needs, and how you will coordinate or provide transportation of client to participate in EHE program activities.

One Safe Place utilizes Uber & Lyft to help with client transportation as needed.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of client and their families, and what impact the program will have on the community.

N/A – program focused on IPV survivors

Describe any established community partners (including program sites, referrals, special events, etc.)

One Safe Place has 24 onsite partners:

- ACH Child and Family Services
- Alliance Child & Family Solutions
- Catholic Charities
- Cheryl's Voice
- Clayton Youth Enrichment Services
- DFW Non-Profit Resource Group
- Flor Yoga Institute
- Fort Worth Police Department
- Goodwill Industries
- Hairapy Center (Salon services)
- Legal Aid of Northwest Texas
- Methodist Justice Ministry
- MHMR Tarrant County
- New Day Services
- One Safe Place
- Tarleton State University
- Tarrant Area Food Bank
- Tarrant County District Attorney's Office
- Texas A&M University School of Law
- The Ladder Alliance
- The Net
- The Parenting Center
- The Shaken Baby Alliance
- Unbound

One Safe Place has one satellite Location at Grace in Grapevine from Tu-Fr 9am-4pm

One Safe place has 5 off-site partners.

- Southside Church of Christ
- Various Law Enforcement Agencies
- The Women's Center of Tarrant County
- Alliance for Children
- Crazy 8 Ministries - Burleson

Describe the procedures or processes for enrollment, including how a family's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of EHE forms and action plans. Include your process for obtaining a new data authorization form annually for each Participant.

An initial screening process is utilized when a client walks in to understand whether they have been identified by a previous/current client as an abuser. All clients who seek services from One Safe Place are eligible for services if they are a victim of domestic violence and/or human trafficking.

List any pre- or post-assessment tools or surveys that will be utilized during program (e.g. 40 Developmental Assessments or organizational surveys etc.)

- Client follow-up surveys
- Training evaluations

Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.

Clients will be referred to the appropriate sexual health/HIV services when they are deemed high-risk and/or they indicate their interest in further sexual health related care. In addition, all clients are provided with a follow-up survey that asks if their needs were met and what, if anything, could be done to meet those needs. Clients with a high risk for homicide are followed-up on 1-2 days from the point of entry, all others are followed-up within 3-5 days. Follow-up methods include phone calls, emails, and in-person dependent on what is safest for the client.

Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
Our services are not limited to the adult population only and are therefore extended to youth as needed. For clients requiring referrals, a service plan is created, provided to the client if safe to do so is, and tracked in client database.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities as well as information that will be required in Participant file or activity notes.
One Safe Place maintains a confidential digital client database as well as hard copies.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Post-surveys, and administration of the Program Experience Survey.
Monitoring tool to meet guidelines will come TCPH.
Outline plans to sustain programming beyond the five-year Period of Performance.
N/A – a 5-yr period of performance was not requested in initial request for proposals.
Where are your programs listed? (i.e.: social media, 2-1-1 Texas, etc.)
Facebook, Instagram, 2-1-1 Texas, domesticshelters.org

## ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of Participants, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities, and other aspects.

One Safe Place is able to provide services in a variety of languages through its partnership with Akorbi, Inc. Akorbi provides translators for more than 145 languages as well as American Sign Language and Braille. Additionally, One Safe Place is a LGBTQ+ friendly organization. All intake forms use gender and sexual orientation inclusive language. One Safe Place's chaplain is able to connect clients with faith-based services that met their spiritual and/or religious needs. Advocates at One Safe Place are specialized in working with low-income survivors and utilize approaches that take low socio-economic status into consideration.

Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.

One Safe Place is led by one president and one executive vice president and two vice presidents. The Executive Vice President is Michelle Morgan, she has an extensive background in victim advocacy. The Vice President of Development & Engagement is Felipe Gutierrez, he is Latino and identifies as LGBTQ+. Felipe has extensive Fort Worth and Tarrant County community connections at all levels of the community. The One Safe Place Board is made up of 14 individuals in which 50% are female, one-third are people of color, and two members have personally been impacted by domestic violence. Additionally, the One Safe Place Board comes from a wide variety of backgrounds including security, public health, healthcare, civic leaders, and attorneys.

## PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

None

Provide the following attachment(s):

- **Agency Organization Chart** that shows how the PEI-funded program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as **Attachment D-3 Agency Org Chart**.
- **EHE Program Chart** should include all staff and volunteers funded by EHE and clearly show lines of reporting and supervision. Label as **Attachment D-4 EHE Program Chart**.
- **EHE Job Descriptions** should include all staff positions funded by EHE. Label as **Attachment D-5 EHE Job Descriptions**.

Describe the staffing structure for the EHE program. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting IPV survivors.

Anybody that is working on the grant deliverables.

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

Please see organizational chart for supervision structure. The EHE activities/strategies will mainly be managed by Julian Rangel and Michelle Morgan with certain components being integrated with the help of Jessi Rixie (advocacy services) and Felipe Gutierrez (assistance with engagement and development). All fiscal management will be under the supervision of Grant Summers.

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.

Interns may be utilized for activities related to this grant. Interns are to be college level and their tasks/duties may span from organizing materials, creating social media posts, managing training evaluation data, and even providing supervised advocacy services themselves. Interns may come from a social work, public health, healthcare, mental health, and/or criminal justice college level program. Supervision of interns is determined based on the college institutions requirements. Usually this means they are supervised by a One Safe Place employee that is qualified in the profession that the intern is seeking their degree in.

Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.

In the case of a vacancy, the Executive Vice President will assume the role of providing deliverables.

Describe your organization’s policies and procedures for reviewing case files for quality and completeness.

A quarterly audit of files, a quarterly supervision of an intake done by an advocate, and one-on-one meetings with advocate team member to review and reflect on file audits and observations.

Describe your process for tracking all training for staff and the position(s) responsible for tracking.

Initial hires are required to undergo 20 hours of training focused on domestic violence, trauma-informed care, child witnesses to violence, and LGBTQ+ intimate partner violence. These are tracked on a checklist with a date of completion and maintained in the employee’s personnel file. Ongoing staff training is not systematically maintained, and staff is responsible for maintaining their own professional training that may apply to any certifications, licenses, etc. Training that is provided by One Safe Place is tracked and maintained for CCPD reporting.

List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural competency/humility, stigma reduction, structural racism, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA:

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Training focused on domestic violence, trauma-informed care, child witnesses to violence, and LGBTQ+ IPV.	Any new staff	<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input checked="" type="checkbox"/> Self-guided	As required
		<input type="checkbox"/> In-person by model	

		<input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	
		<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	
		<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	
		<input type="checkbox"/> In-person by model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	

### DATA USE

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

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

Data gained from two main sources will be used to inform ongoing program improvement. Data from client follow-up surveys will be used to understand client needs, where our staff needs to improve, and to inform what advocacy approaches are working. Training evaluations will inform which trainings are providing relevant information, increasing knowledge, and improving empowerment amongst social service providers in addressing HIV and sexual health with IPV survivors.

### GRANT ADMINISTRATION

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

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

Describe the quality assurance procedures you have in place.

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

name, amount, approved by, date of check and check number). Record the name of the entity, account number or name and amount. b. VP Finance: Book the invoices in QuickBooks accounts payable, stamp the invoice "Posted" and initial. Deliver to President. c. President: Approve appropriate invoices by initialing. 15 d. VP Finance: Prepare the checks for all approved invoices. Stamp each invoice as "Paid", initial each invoice, and record date and check number in the appropriate box on each invoice. Assemble checks with supporting invoice to deliver to signers. e. Signers: Verify that the name, address and amount on each check ties to the information supporting invoices. Any discrepancies should be noted and returned immediately for correction. All checks should be signed and returned to the person responsible for mailing. f. VP Finance: Mail the checks and payment coupons. Staple a copy of the signed check, along with the voucher copy of each check, to each invoice and file the bundle to insure anyone needing to research or confirm payment of the expense can locate and verify the contents

3. Reconciliation, Monthly Closing of the Books a. Independent Accountant: Perform monthly bank account reconciliation to verify that all deposits and all disbursements on the bank statement have been properly booked in the accounting records. Prepare a monthly reconciliation report, dated and signed by the person that performed the function which is then sent to the President. b. President: Review and approve monthly reconciliation reports and forward to VP Finance for filing. c. VP Finance: File the report at SCC offices in a manner to allow anyone needing to research or confirm a reconciliation to locate and verify its contents.

**LOG OF ATTACHMENTS**

*Add additional rows as needed*

Name of Attachment	Provided	Notes:
Attachment D-1: EHE Scope and Sequence	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	Does not apply to this proposal.
Attachment D-3: Agency Org Chart	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-4: EHE Program Chart	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	Part of workplan document
Attachment D-5: EHE Job Descriptions	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	

Insert  
ATTACHMENT E  
Here

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Safe City Commission dba One Safe Place  
 Fort Worth, TX United States

**Certificate Number:**  
 2024-1162252

**Date Filed:**  
 05/16/2024

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

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Tarrant County EHE 2025  
 Tarrant County Public Health, EHE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Ken Shetter, and my date of birth is 1/20/1972

My address is 2740 Ryan Place Dr. Fort Worth TX 76110 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 16<sup>th</sup> day of MAY, 2024  
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

---

Insert  
ATTACHMENT F  
Here



**Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.**

**Debarment:**

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Michelle Morgan (Name)  
Safety Commission dba One Safe Place (Company)  
1100 Hemphill St (Address)  
Fort Worth TX 76104 (Address)  
PHONE 817-916-4323 -- FAX \_\_\_\_\_  
EMAIL mmorgan@onesafeplace.org

Michelle Morgan Signature 5.10.2024 Date

**Vendor Certification Addendum to Tarrant County Contracts  
Entered Into on or After September 1, 2021  
Required by New Texas State Laws  
[Not required if all contracting parties are governments]**

This Addendum relates to the following contract:

**ENDING THE HIV EPIDEMIC (EHE) GRANT PROGRAM**

**FISCAL FUNDING ACKNOWLEDGMENT**

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

**LEGAL COMPLIANCE**

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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

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

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

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

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

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

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

CERTIFIED by:

  
Signature of Certifying Person

**Michelle Morgan**

Printed Name of Certifying Person

**Executive Vice President**

Title of Certifying Person

Safe City Commission dba One Safe Place

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Name of Vendor Company

10/9/2024

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Date Certified

Insert  
ATTACHMENT G  
Here

### Federal Award Checklist

1	Subrecipient Name	Safe City Commission d/b/a One Safe Place
2	Subrecipient DUNS Number	363569208
3	Federal Award Identification Number	Y2J3JITGX895
4	Federal Award Date	6/1/2024
5	Subaward Period of Performance Start and End Date	01/14/2025 to 5/31/2025
6	Amount of Federal Funds Obligated by this Action	\$75,000.00
7	Amount of Federal Funds Obligated to this Subrecipient	\$75,000.00
8	Federal Award Project Description, as required by FFATA	Ending the HIV Epidemic
9	Name of Federal Awarding Agency	Centers for Disease Control
10	Pass-Through Entity	Texas Department of State Health Services
11	Contact Information Awarding Official	Abram Oliver
12	CFDA Number and Name	HHS00897700004-1
13	Identification of whether award is R&D	
14	Indirect Cost Rate	\$0

Insert  
ATTACHMENT H  
Here

STATE OF TEXAS §

§

## BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

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

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

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

### 1. Definitions

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

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

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

### 2. Purpose

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

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

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

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

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

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

### 4. Responsibilities of Business Associate

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

- 4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;
- 4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;
- 4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form

to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

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

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

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

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

If deemed applicable by COUNTY, COUNTY shall:

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

## 6. Sanctions

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

## 7. Disclosures Required by Law

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

## 8. Term and Termination

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

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

**8.3 Effect of Termination.** Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by

anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

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

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

## **9. Miscellaneous**

### **9.1 INDEMNIFICATION.**

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

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

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

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

**9.3 Notices.** Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

**If to Business Associate:**  
One Safe Place  
1100 Hemphill Street  
Fort Worth, TX 76104

**If to Covered Entity:**  
Tarrant County Public Health  
1101 South Main Street, Suite 2500  
Fort Worth, TX 76104

Attn: Michelle Morgan

Attn: Privacy Office

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

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

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

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

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

**9.9 Governing Law and Venue.** This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

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

**9.11 Form 1295 Compliance.** One Safe Place acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties by completing Form

1295 and has acknowledged the completeness of this disclosure by filing the Form 1295 with the Texas Ethics Commission as required by law.

**9.12 Compliance with Laws.** In providing the services required by this Agreement, BA must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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

- Submission of the Form 1295 is a required component of this BA Agreement. Example Form 1295 is attached, and BA must follow instructions to file online with the Texas Ethics Commission prior to approval of this BA Agreement by COUNTY.
- The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Commissioners Court Order

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

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BUSINESS ASSOCIATE**

Signature

*Ken Shetter*

Printed Name

*President & General Counsel*

Title

*2-4-2024*

Date

**COUNTY OF TARRANT  
STATE of TEXAS**

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

10082024

APPROVED AS TO FORM:

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

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.