

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DALLAS COUNTY, TEXAS,

Plaintiff,

v.

ROBERT F. KENNEDY, JR., in his official
capacity as Secretary of the United States
Department of Health and Human Services, et
al,

Defendants.

Case No. 1:25-cv-04242-CRC

**PLAINTIFF DALLAS COUNTY, TEXAS’S
MOTION FOR A PRELIMINARY INJUNCTION**

Pursuant to Federal Rule of Civil Procedure 65, Plaintiff, Dallas County, Texas (“Dallas County”) respectfully moves for a preliminary injunction against Defendants Robert F. Kennedy, Jr., in his official capacity as Secretary of the United States Department of Health and Human Services, the United States Department of Health and Human Services, Jim O’Neil, in his official capacity as Director of the Centers for Disease Control and Prevention; and the Centers for Disease Control and Prevention (collectively, “Defendants”). For the reasons set forth in the accompanying memorandum, the Court should enjoin the Defendants from implementing their decision to baselessly terminate grant programs for pandemic preparedness, including grant programs that paid for Dallas County’s essential public health activities. The specific relief sought by Dallas County is set forth in the accompanying proposed order.

Pursuant to Local Rule 65.1(d), Dallas County respectfully requests a hearing within twenty-one (21) days on its application for preliminary injunctive relief.

Dated: December 8, 2025

Respectfully submitted,

JOHN CREUZOT

Criminal District Attorney
Dallas County, Texas

/s/ Barbara Nicholas

Barbara Nicholas*

Assistant Criminal District Attorney
Texas State Bar No. 24032785
barbara.nicholas@dallascounty.org

Jason G. Schuette*

Assistant Criminal District Attorney
Texas State Bar No. 17827020
jason.schuette@dallascounty.org

Todd Sellars*

Assistant Criminal District Attorney
Texas State Bar No. 00794619
tsellars@dallascounty.org

Cherie Batsel*

Assistant Criminal District Attorney
Texas State Bar No. 24011313
cherie.batsel@dallascounty.org

Dallas County Criminal District Attorney's Office
Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202
Telephone: (214) 653-7358

*Motion to appear *pro hac vice* forthcoming

/s/ Rebecca S. LeGrand

Rebecca S. LeGrand (DC Bar No. 493918)
LeGrand Law PLLC
1100 H Street NW, Suite 1220
Washington, DC 20005
Phone: (202) 587-5725
rebecca@legrandpllc.com

COUNSEL FOR PLAINTIFF, DALLAS COUNTY, TEXAS

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**PLAINTIFF DALLAS COUNTY'S MEMORANDUM IN SUPPORT
OF ITS MOTION FOR A PRELIMINARY INJUNCTION**

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INTRODUCTION

On March 24, 2025, the U.S. Department of Health and Human Services (“HHS”) and the Centers for Disease Control and Prevention (“CDC”) unilaterally determined that they would cancel public health funding for states, cities, and localities that Congress appropriated under several statutes enacted in response to the COVID-19 pandemic (hereinafter referred to as the “Mass Termination Decision”). Defendants then implemented this Mass Termination Decision by sending letters to states, cities, and localities abruptly terminating \$11 billion worth of federal health care funding that was critical to their public health work of identifying, monitoring, and addressing infectious diseases; ensuring access to necessary immunizations, including immunizations for children; and strengthening emergency preparedness to avoid future pandemics.

The termination notices were sent without any meaningful basis for why the funding was ending so abruptly. Indeed, the termination notices did not list any failures by the grantees to follow the terms and conditions of the grants. Huang Decl. (attached hereto as Exhibit 1) ¶ 10; Exh. H to Huang Decl. The sole apparent basis for Defendants’ decision to terminate the funding was that the funding for these grants or cooperative agreements was appropriated through one or more COVID-19 related laws, but the funding was no longer needed for those purposes since the pandemic was over. Huang Decl. ¶ 10.

Defendants’ actions are blatant violations of the Spending Clause and the principle of separation of powers enshrined in the Constitution, as well as of federal statutes and regulations. Defendants had no authority to second-guess Congress’s judgment as to whether funding for pandemic preparedness remains “necessary.” Congress, which maintains exclusive power over the purse, never limited the funding at issue here to the duration of the COVID-19 pandemic. Instead, Congress made investments in research, outreach, education, and health care that extended beyond the COVID-19 emergency, in part, so that the grant recipients could strengthen their health

care infrastructures to help prevent the next pandemic from happening. Even after the declaration of the COVID-19 public health emergency was lifted, Congress reviewed the COVID-19 related laws, rescinded \$27 billion in other funds, but determined not to rescind any of the funding at issue here. *See, e.g.*, Fiscal Responsibility of Act of 2023, Pub. L. No. 118-5, div. B, tit. I, 31 Stat. 10, 23 (2023). Defendants’ actions are unconstitutional and violate statutory appropriations, are ultra vires, and are unlawful under the Administrative Procedure Act (“APA”).

Defendants’ actions also violate the APA because they are arbitrary and capricious. Defendants’ unfounded belief that the funding was no longer necessary does not constitute the type of “cause” that would be needed to terminate this funding. Defendants do not contend that the fund recipients failed to comply with the applicable terms and conditions of the funding agreements and grants. Moreover, nothing in the history or interpretation of HHS’s own “for cause” regulation in 45 C.F.R. § 75.372(a)(2) supports Defendants’ *en masse* termination of the federal grant programs, in contravention of a congressional mandate. Defendants’ unilateral decision to terminate the funding because of the purported end of the COVID-19 pandemic—the only reason Defendants provided for the termination—is also arbitrary and capricious because it is inconsistent with congressional action on the continuing need for these appropriations beyond the period of the COVID-19 public emergency. Defendants’ reason for the termination thus is unfounded and relies on factors Congress never intended Defendants to consider.

As a result of the Mass Termination Decision, local governments suffered immediate harm, and many health departments, including Dallas County’s, have already had to fire employees, terminate critical public health programs that could no longer be financially supported, and quickly determine how to continue to perform mission critical functions with far less. Absent injunctive relief, Dallas County and the constituents it represents and serves will continue to suffer serious

harm. The loss of these programs will lead to considerable public health risks, including decreased vaccination rates and increased occurrence of currently spreading infectious diseases such as measles and the bird flu, among other preventable diseases.

BACKGROUND

I. Congress Appropriates Billions of Dollars in Public Health Funding.

During the COVID-19 pandemic, Congress appropriated funds to states, localities, and organizations to bolster the public health response to that pandemic, and to ensure that the nation would be better prepared for future public health threats. In addition to directing funds toward mitigating the immediate effects of the COVID-19 pandemic, Congress sought to address the longer-term challenges it knew the country would face in the pandemic’s wake, including gaps in the public health system and the need for investment in critical public health infrastructure. This critical health infrastructure has been instrumental in the management of Covid, measles, bird flu, Mpox, and a plethora of other communicable diseases. Congress approved these funds for “state and local readiness”¹ through the following key appropriation acts:

- a) The Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)**, Pub. L. No. 116-136, 134 Stat. 281 (2020), appropriated \$4.3 billion “to prevent, prepare for, and respond to coronavirus,” requiring that no less than \$1.5 billion “shall be for grants to or cooperative agreements with States, localities,” and other entities, “including to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities”; and that no less than \$500 million “shall be for public health data surveillance and analytics infrastructure

¹ See CDC, *COVID-19 Funding* (Apr. 23, 2024), <https://www.cdc.gov/readiness/php/funding/covid-19-funding.html>, archived at <https://perma.cc/GU5H-RYGK>.

modernization.” 134 Stat. at 554-55. The Act states that “the term ‘coronavirus’ means SARS-CoV-2 or another coronavirus with pandemic potential.” *Id.* at 614.

b) The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (“CRRSAA”), Pub. L. No. 116-260, div. M, 134 Stat. 1184 (2021), appropriated \$8.75 billion to “to prevent, prepare for, and respond to coronavirus,” providing that the appropriated amounts “shall be for activities to plan, prepare for, promote, distribute, administer, monitor, and track coronavirus vaccines to ensure broad-based distribution, access, and vaccine coverage.” 134 Stat. at 1911. Congress instructed that at least \$4.5 billion of that amount should go to states, localities, and similar entities, that at least \$300 million be used “for high-risk and underserved populations, including racial and ethnic minority populations and rural communities,” and specified that funding requirements could be satisfied “by making awards through other grant or cooperative agreement mechanisms.” *Id.* at 1911-12. The CRRSAA provides that the term “coronavirus” “means SARS-CoV-2 or another coronavirus with pandemic potential.” *Id.* at 1185.

c) The American Rescue Plan Act of 2021 (“ARPA”), Pub. L. No. 117-2, 135 Stat. 4 (2021), provided billions to HHS and CDC “to plan, prepare for, promote, distribute, administer, monitor, and track COVID-19 vaccines;” “strengthen vaccine confidence in the United States;” “improve rates of vaccination throughout the United States;” and “strengthen and expand activities and workforce related to genomic sequencing, analytics, and disease surveillance;” among other objectives. 135 Stat. at 37-41. Out of that amount, and to fulfill those objectives, Congress required that the CDC award grants or cooperative agreements to state and local public health departments. *Id.* at 37, 40-42. Congress specifically appropriated funds so that HHS would “award grants to, or enter into cooperative

agreements or contracts with, State, local, and territorial public health departments to establish, expand, and sustain a public health workforce.” *Id.* at 41.

- d) **The Coronavirus Preparedness and Response Supplemental Appropriations Act (“2020 Supplemental Act”)**, Pub. L. No. 116-123, 134 Stat. 146 (2020), provided \$2.2 billion to CDC “to prevent, prepare for, and respond to coronavirus, domestically or internationally.” 134 Stat. at 147. Not less than \$950 million of that amount was required to be used for grants to or cooperative agreements with states and localities so that they could “carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.” *Id.*
- e) **The Paycheck Protection Program and Health Care Enhancement Act (“Paycheck Protection Act”)**, Pub. L. No. 116-139, 134 Stat. 620 (2020), appropriated billions to be transferred to HHS and CDC for states and localities to “develop, purchase, administer, process, and analyze COVID-19 tests, including support for workforce, epidemiology, use by employers or in other settings, scale up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, health care facilities, and other entities engaged in COVID-19 testing, conduct surveillance, trace contacts, and other related activities related to COVID-19 testing.” 134 Stat. at 624.

Importantly, none of this funding was limited to the duration of the COVID-19 public health emergency. When Congress intended to limit the duration of programs or appropriations in COVID-19 related laws, it did so expressly. *See, e.g.*, ARPA, 135 Stat. at 127 (appropriating funds to states to create “strike teams” of health care providers that could be deployed to nursing facilities with diagnosed or suspected cases of COVID-19 “during the emergency period . . . and the 1-year period immediately following the end of such emergency period”); *id.* at 210–12 (medical

assistance for vaccines “ends on the last day of the first quarter that begins one year after the last day of the emergency period”); CARES Act, 134 Stat. at 305 (provision of paycheck protection program to provide loans can be administered “until the date on which the national emergency... expires”).

II. The Public Health Care Programming of Plaintiff Arising from Congressionally Appropriated COVID-19 Funding.

Many of the appropriations prompted by COVID-19 supplemented existing vaccine, infectious disease, and other programs that states and localities maintained with HHS and CDC prior to the COVID-19 outbreak. For example, long before the 2020 public health emergency, CDC established the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (“ELC”) Cooperative Agreement as a mechanism to fund the nation’s state and local health departments to detect, prevent, and respond to infectious disease outbreaks.² These agreements have funded local emergency responses to epidemics such as H1N1, Zika, and Ebola. *Id.* The program provides financial and technical resources to: (1) strengthen epidemiologic capacity; (2) enhance laboratory capacity; (3) improve health information systems; and (4) enhance collaboration among epidemiology, laboratory, and public health departments.³ During COVID-19, CDC used the ELC agreements to provide additional support to local health jurisdictions, using funds Congress appropriated through the ARPA, CRRSAA, and CARES Act.

Consistent with Congress’s mandates in the COVID-19-related appropriations, HHS and CDC used the appropriated funds to offer additional grant programs and cooperative agreements

² CDC, *The Epidemiology and Laboratory Capacity (ELC) Program* (Jan. 31, 2025), <https://www.cdc.gov/epidemiology-laboratory-capacity/php/about/index.html>, archived at <https://perma.cc/46D9-7JMW>.

³ CDC, *Strengthening the Nation’s Capacity to Respond to Domestic Infectious Diseases*, <https://www.cdc.gov/epidemiology-laboratory-capacity/media/pdfs/2024/11/ELC-Fact-Sheet-2024-2025.pdf>, archived at <https://perma.cc/CY6F-TDWA>.

to states and localities, including to Plaintiff. Texas DSHS awarded Dallas County the Infectious Disease Control Unit (“IDCU”) grant. Texas DSHS acts as a pass-through entity for the funds. Huang Decl. ¶¶ 5,8. Dallas County is a federal grantee in that it receives the IDCU sub-grant from Texas DSHS as “pass-through funding” from the Department of Health and Human Services. *Id.* Dallas County administered the funding it received from these grant awards through its agency, Dallas County Health and Human Services (“DCHHS”). *Id.* ¶ 2. The IDCU Grant stems from the CARES Act and CRRSAA. Huang Decl. ¶ 6. The grant was terminated by Texas DSHS on March 25, 2025, based on termination of federal funding. *Id.* ¶ 10; Exh. I to Huang Decl.

Both Plaintiff and Defendants understood from the start that the activities funded through these HHS and CDC programs would not be limited to work during the COVID-19 pandemic. Huang Decl. ¶ 13. In the sixth amendment to the contract between Texas DSHS and Dallas County for the IDCU Grant, the first paragraph of the revised statement of work, which sets forth Dallas County’s responsibilities as a grant recipient, provided that “COVID-funded laboratory, surveillance, epidemiology, and informatics personnel may work on other respiratory pathogens and syndromes more broadly, in addition to SARS-CoV-2 and COVID-19, as long as COVID-19 testing or surveillance is included in the effort.” *See* Exh. E to Huang Decl. The next sentence in that same section of the revised statement of work also stated that, “where COVID-19 is referenced, it will now include other respiratory pathogens and syndromes.” *Id.*

Dallas County was also using some of its federal funds to develop laboratory operational capacity to respond to a variety of infectious diseases besides COVID-19, including H1N1 (swine flu), Zika, Ebola, measles, and Mpox. Huang Decl. ¶ 15.

III. Congress and CDC Continue Funding Programs with Plaintiff After the COVID-19 Public Health Emergency Ends.

On May 11, 2023, the HHS Secretary’s final extension of the “public health emergency” declaration under 42 U.S.C. § 247d expired.⁴ But the work that state and local governments were doing as a result of COVID-19 did not end.

Later Congressional action reaffirmed what was already clear: the funding provided by the COVID-19-related appropriations was to remain available regardless of COVID-19’s continuing status as a “pandemic,” or as a declared “public health emergency.” In early June 2023, shortly after the expiration of the “public health emergency” declaration, Congress canceled \$27 billion in related appropriations through the Fiscal Responsibility Act of 2023, 37 Stat. at 23. In that Act, Congress reviewed various COVID-related laws and rescinded those funds that it determined were no longer necessary. *Id.* at 23-30. But Congress chose not to rescind the funding for the grants at issue in this case.

Through its own actions, HHS/CDC has acknowledged that the funding for these grants remains available even after the COVID-19 “public health emergency” declaration expired in May 2023. For example, in May 2024, Plaintiff Dallas County’s IDCU Grant’s end date was extended to July 2026. Huang Decl. ¶¶ 7, 13; Exh. G to Huang Decl. And, in September 2024, an additional \$4.25 million in funding was added to the grant period ending in July 2026. *Id.* ¶¶ 7, 13; Exh. E to Huang Decl.

⁴ NAFSA: Ass’n of Int’l Educators, *COVID-19 Executive Declarations and Determinations* (Apr. 18, 2023), <https://www.nafsa.org/regulatory-information/covid-19-executive-declarations-and-determinations>, archived at <https://perma.cc/Y85A-PLXS>.

IV. Defendants Unlawfully Terminate Their Grants with Dallas County.

Defendants settled upon their Mass Termination Decision nearly two years after the public health emergency expired. Contravening Congress’s decision to extend funding for pandemic preparedness, Defendants announced that they would “no longer waste billions of taxpayer dollars responding to a non-existent pandemic that Americans moved on from years ago.”⁵ Between March 24 and March 25, 2025, Defendants implemented their Mass Termination Decision by cancelling \$11 billion for public health programs funded by the COVID-19-related appropriations, effective March 24, 2025. Defendants gave no prior notice or advance warning to Plaintiff of these actions.

The terminations were nationwide in scope. Defendants did not engage in any individualized consideration of the affected grants. Instead, Defendants apparently deemed the CDC grant programs to be “COVID 19-related” and designated them for immediate elimination based on one criterion: their funding derived from COVID-era appropriations acts passed by Congress. Huang Decl. ¶ 10. As an example, Dallas County received funding directly from HHS/CDC for the Initiative by Dallas County to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved, Including Racial & Ethnic Minority Populations and Rural Communities Grant (“Health Disparities Grant”) through the CARES Act. *Id.* The Health Disparities Grant provided funding for a variety of purposes, including media campaigns related to COVID-19 vaccine availability, clinic locations, and mitigation measures, contact tracing and surveillance of cases, and increasing DCHHS laboratory capability. Even though HHS/CDC extended funding for the Health Disparities Grant in 2024 after the pandemic was declared to be

⁵ Brandy Zadrozny, *CDC is pulling back \$11B in Covid funding sent to health departments across the U.S.*, NBC News (Mar. 25, 2025), <https://www.nbcnews.com/health/health-news/cdc-pulling-back-11b-covid-funding-sent-health-departments-us-rcna198006>, archived at <https://perma.cc/35SS-V2WE>.

over, DCHHS received a notice in May of 2025 from HHS/CDC that the funding for the Health Disparities Grant was being closed out, effective March 24, 2025. *Id.*; Exh. H to Huang Decl. However, the termination notice from HHS/CDC for the Health Disparities Grant did not provide any information regarding the reason for the termination of funding or allege that Dallas County had not complied with the terms or conditions of the grant. Huang Decl. ¶ 10; Exh. H to Huang Decl. The apparent basis for the decision to terminate the Health Disparities Grant and other similar programs was that their funding came from one or more COVID-19 related laws, and that because the pandemic was over, the need for funding was over, making the termination of funding “for cause.” Huang Decl. ¶ 10.⁶

Pass-through entities then, likewise, served notices of termination of the grants to recipients. On March 25, 2025, DCHHS received notice from Texas DSHS that HHS/CDC had terminated funding for the IDCU Grant as of March 24, 2025. Huang Decl. ¶ 11; Exh. I to Huang Decl. The Texas DSHS notice directed Plaintiff to pause all program activities immediately because grant funding had been terminated as of March 24, 2025. *Id.* The pass-through grantees received little information regarding the Mass Termination Decision. The notice sent to DCHHS from Texas DSHS did not provide a reason for termination of the grants, allege that Dallas County had not complied with any of the terms or conditions of the grants, or indicate that the decision to terminate the funding had been made by Texas DSHS. Huang Decl. ¶ 11; Exh. I to Huang Decl.

⁶ Dallas County is not asserting claims arising from the termination of the Health Disparities Grant in this matter. It provides this Court with information related to the termination of the Health Disparities Grant solely as an example of a notice of grant termination received from Defendants that appeared to use the end of the pandemic as a basis for termination.

V. Defendants’ Termination of Funds is Causing Dallas County Substantial, Irreparable Harm.

Dallas County relied on the federal funding to provide critical aspects of their public health programs—programs that are used to detect and ameliorate all sorts of infectious disease, and not just COVID-19. With the terminated funds abruptly cut off, Dallas County was not able to find alternate funding to sustain many of its public health programs and services. This includes programs designed to detect and prevent the spread of communicable diseases. The primary purpose of the IDCU grant was to: allow Dallas County to prevent the spread of communicable diseases more effectively through epidemiology, disease surveillance, investigation, monitoring, and reporting to both Texas DSHS and CDC; and to enhance Dallas County’s laboratory testing, reporting, and response capacities. Huang Decl. ¶ 6. Dallas County has used IDCU Grant funds to hire staff for the DCHHS Public Health Laboratory (“PHL”) to develop and maintain an electronic Laboratory Information System (“LIS”). *Id.* ¶ 9. The LIS is a software system specifically designed to manage and streamline the workflow of the PHL that tracks and organizes patient data, specimen details, and test results, helping ensure accuracy, efficiency, and regulatory compliance. *Id.* By automating routine tasks and integrating with other health systems, LIS improves turnaround times and supports better clinical decision-making. *Id.* Dallas County has also used IDCU Grant funds to acquire equipment that increase the PHL’s testing, reporting, and response capacities. *Id.*

The loss of the funding for the IDCU Grant has reduced DCHHS capacity to respond to other public health threats besides COVID-19, including H1N1 (swine flu), Zika, Ebola, measles, mpox, and other communicable diseases. Huang Decl. ¶ 15. The loss of funding of the IDCU Grant has directly impacted Dallas County’s PHL operational capacity through loss of key staff and subsequent reductions in service. *Id.* The PHL lost five (5) positions due to funding cuts—three (3) microbiologists and two (2) data entry clerks. *Id.* These staffing cuts amount to a 50% reduction

in DCHHS's LIS program staff, forcing the remaining personnel to redirect their focus from critical LIS upgrades, the integration of DCHHS with Parkland Hospital through EPIC (a widely used electronic health record system that enables seamless data sharing between the laboratory and clinical teams, essential for improving patient care coordination and reducing diagnostic delays), and preparations for the laboratory relocation, to routine LIS maintenance. *Id.* This has delayed LIS modernization by several months and affected test code development and external collaborations. *Id.* The loss of a Ph.D. level staff member who was to lead Dallas County's measles program has left the laboratory without dedicated scientific oversight for assay validation and outbreak response during a period of increased measles activity. *Id.* Many of these public health workers are highly trained individuals—community health care workers, nurses, and epidemiologists—who have devoted their careers to public health work, whose loss harms DCHHS public health services. *Id.* Additionally, the loss of staff has further limited DCHHS's ability to expand testing and maintain rapid turnaround times. *Id.* These cumulative losses have constrained laboratory innovation, delayed new test implementation, and reduced Dallas County's public health response capacity to threats of communicable diseases besides COVID-19, including H1N1 (swine flu), Zika, Ebola, measles, and Mpox. *Id.* ¶¶ 15, 17.

The result of Defendants' illegal actions will be that Dallas County's citizens will lose access to critical health care programs and services, and Dallas County will not be able to respond to these deadly health crises. That work served as an important impediment to the spread of COVID-19 and other diseases. This is especially concerning given the recent deadly outbreak of measles in Texas and other states.

Both in the near term and in the long run, the Mass Termination will have devastating effects on public health infrastructure, including that of Plaintiff. Plaintiff now lacks the funding

and workforce to continue its data modernization and COVID-19 reporting, including its disease surveillance and investigation system. Huang Decl. ¶ 15. Plaintiff has invested significant time and its own resources into these projects, with the idea that they would be completed with the remaining federal funds—funds to which they no longer have access. *Id.* ¶ 14.

LEGAL STANDARD

“A plaintiff seeking a preliminary injunction must establish that [it] is likely to succeed on the merits, that [it] is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in [its] favor, and that an injunction is in the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

In addition to their authority to issue injunctions under Federal Rule of Civil Procedure 65, courts hearing APA cases “may ‘issue all necessary and appropriate process to preserve status or rights pending conclusion of the review proceedings’ when doing so is ‘necessary to prevent irreparable injury.’” *Nat’l Council of Nonprofits v. Off. of Mgmt. & Budget*, No. 25-cv-00239, 2025 WL 597959, at *11 (D.D.C. Feb. 25, 2025) (quoting 5 U.S.C. § 705) (alteration omitted). Thus, “[b]oth provisions [Rule 65 and § 705] provide a mechanism for issuing injunctive relief and operate under the same four-factor test.” *Id.*

ARGUMENT

I. Dallas County is Likely to Succeed on the Merits.

Even though Congress has appropriated funds for Dallas County, and other State and local governments, to use to provide public health care services both during and beyond the COVID-19 pandemic, Defendants have terminated the funds on the pretextual ground that the pandemic is over. By terminating the funds in such an arbitrary and capricious manner, Defendants have violated their obligations under the Constitution, the APA, and the appropriation statutes.

A. Dallas County is likely to succeed on its constitutional claims.

Dallas County is likely to succeed on the merits of its claims that the Defendants’ actions contravene the principle of separation of powers as well as the Spending Clause and are ultra vires.

The Executive Branch may not usurp the power of the Legislative Branch. Inherent in this principle of separation of powers is the understanding that the Executive cannot withhold Congressionally appropriated funds in order to effectuate its own policy goals. *In re Aiken Cnty.*, 725 F.3d 255, 261 n.1 (D.C. Cir. 2013) (Kavanaugh, J.); *City & Cnty. of S.F. v. Trump*, 897 F.3d 1225, 1235 (9th Cir. 2018). Indeed, the Constitution exclusively grants the power of the purse to Congress, and that spending power is directly linked to Congress’s power to legislate. *City & Cnty. of S.F.*, 897 F.3d at 1231-32; *see* U.S. Const. art. I, § 9, cl. 7 (Appropriations Clause); *id.* § 8, cl. 1 (Spending Clause). As the D.C. Circuit has explained, the Executive Branch does not have “unilateral authority” to refuse to spend the “full amount appropriated by Congress for a particular project or program.” *In re Aiken Cnty.*, 725 F.3d at 261 n.1. *See also Climate United Fund v. Citibank, N.A.*, No. 25-cv-698, 2025 WL 1131412, at *16 (D.D.C. Apr. 16, 2025).

The Executive’s actions here directly contravene Congress’s appropriations for public health programming, and the statutory mandate to spend must prevail. *See Train v. City of New York*, 420 U.S. 35, 41, 47-49 (1975) (invalidating a Presidential directive to “withhold[]” funding because it could not be “squared with the statute”). When the Executive disregards mandatory appropriations, its actions “must be scrutinized with caution, for what is at stake is the equilibrium established by our constitutional system.” *See Youngstown Sheet & Tube Co. v. Sawyer*, 343 U.S. 579, 638 (1952) (Jackson, J., concurring).

Moreover, the Executive Branch can decline to spend duly appropriated funds only through the Congressional Budget and Impoundment Control Act of 1974, 2 U.S.C. § 681 *et seq.* That Act, however, requires that the President “propose the rescission of funds [to Congress], and Congress

then may decide whether to approve a rescission bill.” *In re Aiken Cnty.*, 725 F.3d at 261 n.1 (citing 2 U.S.C. § 683). Because Defendants have rescinded funds Congress has appropriated, without following the correct rescission procedures, Plaintiff is likely to succeed on its separation-of-powers claim.

Plaintiff is also likely to succeed on its claim that Defendants’ decision to unilaterally terminate the funding on a retroactive and unfounded condition violates the Spending Clause of the Constitution. Just as Congress may not place conditions on grants to state and local governments unless those conditions are expressly and unambiguously stated in advance, *Pennhurst State Sch. & Hosp. v. Haldermann*, 451 U.S. 1, 17 (1981), so too, HHS and CDC may not impose such conditions on grant recipients. Thus, neither Congress, nor federal agencies, can “surpris[e]” grant recipients “with post acceptance or ‘retroactive’ conditions.” *Id.* at 25. Any conditions imposed must be clear and defined at the outset, *id.* at 17, and such conditions must also relate to the federal interest in the particular program. *South Dakota v. Dole*, 483 U.S. 203, 207-08 (1987).

Defendants’ Mass Termination Decision, and their implementation of it, violates the Spending Clause because it retroactively conditions the receipt of federal funds in a manner unrelated to the federal interest in the affected programs. Congress never expressly or otherwise conditioned the funding appropriations at issue to the duration of the COVID- 19 pandemic. *See supra* at 3-6. Rather, after the formal termination of the COVID-19 public health emergency, Congress and Defendants HHS and CDC reaffirmed that the funding should continue. *See supra* at 5-6, 8. Defendants’ decision to change the terms of the funding retroactively—in a way that was not related to Congress’s interests in the affected programs—failed to provide the clear notice that is required under the Spending Clause.

For similar reasons, Plaintiff is likely to succeed on its ultra vires claim against Defendants Kennedy and O’Neil. The equitable power of federal courts to enjoin “violations of federal law by federal officials,” *Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320, 326-27 (2015), includes cases in which a federal officer has acted unconstitutionally as well as cases in which the officer has acted “beyond th[e] limitations” set by federal statute. *Larson v. Domestic & Foreign Com. Corp.*, 337 U.S. 682, 689 (1949). Defendants Kennedy and O’Neil lacked constitutional and statutory authority to issue or implement the Mass Termination Decision. As explained above, their actions violate the Constitution’s separation of powers, exceed the limits of the Spending Clause, and have no basis in any federal statute. *See supra* at 21-22.

B. Dallas County is likely to succeed on its APA claims.

The APA permits judicial review of “final agency action,” 5 U.S.C. § 704, and provides that a court “shall” “hold unlawful and set aside agency action” that is, among other things, “contrary to constitutional right, power, privilege, or immunity” “in excess of statutory ...authority,” or “arbitrary [and] capricious,” *id.* § 706(2)(A)-(C). The Mass Termination Decision should be set aside under the APA because it is a final agency action that is contrary to Defendants’ constitutional power, is in excess of statutory authority, and is arbitrary and capricious.

1. Defendants’ decision to terminate the funding at issue is final agency action.

The Administrative Procedure Act makes reviewable “final agency action.” 5 U.S.C. § 704. Defendants’ action to terminate all funding is a final agency action subject to the APA. Final agency actions “mark the consummation of the agency’s decision- making process” and are those “by which rights or obligations have been determined, or from which legal consequences will flow.” *Bennett v. Spear*, 520 U.S. 154, 177-78 (1997) (internal citation omitted). Here, the actions “mark[] the consummation” of Defendants’ decision-making process because they announce

Defendants’ final decision on the matter, and the actions have the legal consequence to Plaintiff of the loss of funding and other irreparable harm. *See, e.g., Nat’l Council of Nonprofits*, 2025 WL 597959, at *13 (holding that pause on funding constituted final agency action).

2. Defendants’ termination decision is unconstitutional.

The APA prohibits agency action that is “contrary to constitutional right, power, privilege, or immunity.” 5 U.S.C. § 706(2)(A)-(C). As discussed above, *supra* at 13-14, Defendants’ Mass Termination Decision, which unilaterally eliminated COVID-19-related federal funding in one fell swoop, resulted in local pass-through grants losing funding, violated the separation of powers principle as well as the Spending Clause of the Constitution, and was ultra vires. Because the Executive Branch lacks the constitutional authority to amend or repeal congressional appropriations in this manner, *see supra* at 21-23, its unconstitutional action also violates the APA.

3. Defendants lack statutory authority to withhold the appropriated funds.

Under the APA, courts must hold unlawful final agency action taken “in excess of statutory jurisdiction, authority, or limitations.” 5 U.S.C. § 706(2)(C). “Administrative agencies are creatures of statute. They accordingly possess only the authority that Congress has provided.” *Nat’l Fed’n of Indep. Bus. v. OSHA*, 595 U.S. 109, 117 (2022).

HHS has not pointed to any statutory authority allowing the agency to terminate \$11 billion in critical public health funding simply because the COVID-19 pandemic is over. That is because Congress specifically appropriated the funds for use during and beyond the COVID-19 pandemic. Congress expressly identified funds and programs in the COVID-19 appropriations laws that would no longer be available after the end of the public health emergency, and, after the public health emergency ended, it reviewed all of the COVID-19 appropriations laws. Through that process, Congress rescinded \$27 billions of funds that it determined were no longer necessary,

but, significantly, it left in place all of the programs and funding at issue here. *See supra* at 5-6, 8. Where Congress sought to tie programs and funding in these laws to the end of the pandemic, it did so expressly. *See, e.g.*, ARPA, 135 Stat. at 127 (“during the emergency period . . . and the 1-year period immediately following the end of such emergency period”); 135 Stat. at 210-11 (“ends on the last day of the first quarter that begins one year after the last day of the emergency period”); CARES Act, 134 Stat. at 306 (“until the date on which the national emergency . . . expires”). One would expect Congress to speak clearly if it intended to delegate to the Defendants the authority to terminate billions of dollars of public health funding based on a finding that the public health emergency is over. As this history makes clear, however, Congress instead reserved that decision for itself, rescinding some funds but preserving the funding at issue here to respond to ongoing threats to the public health. *See West Virginia v. EPA*, 597 U.S. 697, 724-25 (2022) (considering history of congressional action on a subject in discerning the scope of delegated authority).

Defendants’ Mass Termination Decision has no basis in statute, and Plaintiff is therefore likely to succeed on its claim that Defendants’ actions are therefore unlawful per 5 U.S.C. § 706(2).

4. Defendants’ actions are arbitrary and capricious.

Dallas County is also likely to succeed on its claim that the Mass Termination Decision was arbitrary and capricious. Under the APA, a court must “hold unlawful and set aside agency action” that is “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law.” 5 U.S.C. § 706(2)(A).

Defendants’ decision is arbitrary and capricious because it violates HHS’s own regulations. An agency is “bound by its own regulations,” *Nat’l Env’t Dev. Ass’n’s Clean Air Project v. EPA*, 752 F.3d 999, 1009 (D.C. Cir. 2014) (internal quotation marks and citation omitted). When the agency does not act in accordance with those regulations, it acts arbitrarily and capriciously. *Pol’y & Rsch., LLC v. U.S. Dep’t of Health & Hum. Servs.*, 313 F. Supp. 3d 62, 72 (D.D.C. 2018) (Jackson,

J.). Defendants have sent no termination notices directly to Dallas County for the IDCU Grant, and the notice that Dallas County received from Texas DSHS that federal funding had been terminated cited no authority for that decision or alleged that Dallas County had not complied with the terms and conditions for the IDCU Grant. Huang Decl. ¶ 11; Exh. I to Huang Decl. Presumably, the decision to terminate pass-through funding to Dallas County was meant to rely on the HHS regulation in 45 C.F.R. § 75.372(a)(2), which permits termination of a federal grant “for cause.” Huang Decl. ¶ 10. But Defendants have not demonstrated any of the requisite preconditions for a “for cause” termination.

When HHS has examined what “for cause” means in the past, it has explained that it generally involves a failure to comply with the terms and conditions of the grant instrument. *R.I. Substance Abuse Task Force Ass’n*, DAB No. 1642, 1998 WL 42538, at *1 (H.H.S. Jan. 15, 1998) (“When a grantee has materially failed to comply with the terms and conditions of the grant, [the Public Health Service] may. . . terminate the grant for cause.”); *Child Care Ass’n of Wichita/Sedgwick Cnty.*, DAB No. 308, 1982 WL 189587, at *2 (H.H.S. June 8, 1982) (“‘For cause’ means a grantee has materially failed to comply with the terms of the grant.”); see 45 C.F.R. §§ 75.371-75.375 (“Remedies for *Noncompliance*”) (emphasis added). This is consistent with the standard application of “for cause” terminations in statute and regulation. See, e.g., 42 U.S.C. § 300x-55(a); 10 C.F.R § 600.25 (allowing “for cause” award termination on the basis of noncompliance or debarment). Defendants can point to no failure by Plaintiff to comply with the terms of the grants, and the end of the public health emergency two years ago certainly is not “cause” now. Nor does that regulation permit Defendants’ mass termination of all federal grants that relate to COVID-19; rather, it indicates that Defendants were required to assess the funding on a recipient-by-recipient basis.

Defendants’ action is also arbitrary and capricious because Defendants relied on factors Congress never intended them to consider, and they failed to provide a rational explanation for their Mass Termination Decision. Under arbitrary and capricious review, courts must hold as unlawful agency action that is “**not ‘reasonable and reasonably explained.’**” *Ohio v. EPA*, 603 U.S. 279, 292 (2024) (emphasis added) (quoting *FCC v. Prometheus Radio Project*, 592 U.S. 414, 423 (2021)). Agency action is reasonable and reasonably explained where the agency has provided “a satisfactory explanation for its action[,] including a rational connection between the facts found and the choice made.” *Motor Vehicle Mfrs. Ass’n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983) (internal citation omitted). An agency action is arbitrary and capricious, on the other hand, if the agency has “relied on factors which Congress has not intended it to consider, entirely failed to consider an important aspect of the problem, offered an explanation for its decision that runs counter to the evidence before the agency, or is so implausible that it could not be ascribed to a difference in view or the product of agency expertise.” *Id.*

The minimal explanation that Defendants offered improperly assumed that all appropriations in the laws at issue were only intended for use during the pandemic—something Congress never intended to affect the duration of *these* appropriations. Congress instead directed many of the appropriations, including the ones at issue here, beyond the pandemic to future emergencies, for example, to expand and sustain a public health workforce, for communicable disease surveillance, and for data modernization and forecasting. ARPA, 135 Stat. at 41-42; *see also supra* at 3-5. And, Congress continued to operate these programs even after the public health emergency concluded. As described above, *supra* at 5-6, 8, when Congress wanted to limit funding in the COVID-19-related laws to the duration of the pandemic, it did so expressly. *See, e.g.*, ARPA, 135 Stat. at 127 (“during the emergency period . . . and the 1-year period immediately following

the end of such emergency period”); 135 Stat. at 212 (“ends on the last day of the first quarter that begins one year after the last day of the emergency period”); CARES Act, 134 Stat. at 306 (“until the date on which the national emergency ... expires”). After the end of the pandemic, Congress also specifically rescinded \$27 billion for certain COVID-19 appropriations it found no longer necessary. *See* Fiscal Responsibility of Act of 2023, Pub. L. No. 118-5, div. B, tit. I, 31 Stat. 10, 23. But, importantly, it did not rescind the appropriations at issue. Defendants did not provide any explanation, reasonable or otherwise, for these inconsistencies. There was thus no rational connection between the facts and Defendants’ decision.

Defendants acted arbitrarily and capriciously when they failed to account for the “legitimate reliance on prior interpretation” of the COVID-19-related appropriations. *Smiley v. Citibank (South Dakota), N.A.*, 517 U.S. 735, 742 (1996). “When an agency changes course, ... it must be cognizant that longstanding policies may have engendered serious reliance interests that must be taken into account.” *Dep’t of Homeland Sec. v. Regents of the Univ. of Cal.*, 591 U.S. 1, 30 (2020) (internal quotation marks and citation omitted); *cf. Michigan v. EPA*, 576 U.S. 743, 753 (2015) (“[R]easonable regulation ordinarily requires paying attention to the advantages and the disadvantages of agency decisions.”). Defendants never considered the substantial reliance interests of Plaintiff of the Texas DSHS pass-through grants.

For example, Dallas County relied on its understanding that Defendants would fulfill their commitments under the grants by hiring employees and expanding its technology, laboratory, surveillance, reporting, and monitoring capacities. Huang Decl. ¶¶ 9, 14-15.

Defendants also violated the fundamental administrative law requirement that an agency must “consider responsible alternatives to its chosen policy and to give a reasoned explanation for its rejection of such alternatives.” *Spirit Airlines, Inc. v. Dep’t of Transp.*, 997 F.3d 1247, 1255

(D.C. Cir. 2021). “This principle goes to the heart of reasoned decision making.” *Id.* Here, Defendants made no effort to consider alternatives, including whether to review the grants and agreements at issue to understand whether they had continued utility beyond the COVID-19 pandemic. At bottom, Defendants have failed to engage in reasoned decision making, and Dallas County is likely to succeed on its APA claims.⁷

II. This Court Has Jurisdiction Over Dallas County’s Claims.

A. The Court has jurisdiction over the constitutional and ultra vires claims (Counts I-III).

Dallas County anticipates that Defendants will contend that this case falls outside the APA’s waiver of sovereign immunity for suits seeking relief “other than money damages.” 5 U.S.C. § 702. As explained in more detail below, Dallas County seeks only equitable relief, not money damages, and this case falls squarely within Section 702’s waiver of immunity. In any event, Dallas County’s claims center around their argument that Defendants violated the Spending Clause and separation of powers principle, and have acted ultra vires, by disregarding the congressional judgment that funding should remain available for state and local governments for pandemic preparedness. This Court may hear these constitutional and ultra vires claims even if the APA’s waiver of immunity were unavailable. *See Pollack v. Hogan*, 703 F.3d 117, 121 (D.C. Cir. 2012); *see also Sedita v. United States*, No. 24-cv-00900, 2025 WL 387962, at *5 & n.4 (D.D.C. Feb. 4, 2025) (the *Larson* exception “continues to operate despite the APA,” so “even if the APA waiver is inapplicable, the Federal Officers are stripped of official immunity”).

⁷ Defendants’ actions are not of the type that are committed to agency discretion by law. There are statutory or regulatory standards that cabin Defendants’ discretion here and provide “meaningful standard[s] by which to judge [their] action.” *Dep’t of Com. v. New York*, 588 U.S. 752, 772 (2019). Defendants claim to have applied a “for cause” standard based in statute and regulation. Evaluating “for cause” terminations “involve[s] the type of legal analysis that courts routinely perform,” not unreviewable agency discretion. *Pol’y & Rsch., LLC*, 313 F. Supp. 3d at 83.

B. This Court has jurisdiction over the APA claims because this case does not seek to enforce any contract between the parties.

The Administrative Procedure Act waives the federal government’s sovereign immunity from actions seeking relief “other than money damages.” 5 U.S.C. § 702. Dallas County does not seek money damages here, but instead bring an action in equity to compel Defendants to comply with a statutory mandate. *Bowen v. Massachusetts*, 487 U.S. 879, 900 (1988). Moreover, Dallas County does not seek to enforce any provision of individual grant agreements for past due sums. Congress has appropriated the funding at issue, and Dallas County instead seeks to enforce its prospective rights under those appropriations. Such an action is available in equity and belongs in federal district court. *Id.* at 905; *Maine Cmty. Health Options v. United States*, 590 U.S. 296, 326-27 (2020) (federal district court jurisdiction appropriate where plaintiffs seek “prospective declaratory and injunctive relief to clarify the extent of the Government’s ongoing obligations”).

Where, as here, Dallas County seeks prospective relief and challenges the statutory and regulatory basis for Defendants’ decision to override Congress’s judgment to devote funding to pandemic preparedness, federal district courts have jurisdiction. *Bowen*, 487 U.S. at 905, 911. Dallas County expects that Defendants will assert that Dallas County’s claims should be brought under the Tucker Act, which waives sovereign immunity for claims brought against the United States founded “upon any express or implied contract.” 28 U.S.C. § 1491(a)(1). For such claims, the United States Court of Federal Claims has exclusive jurisdiction when the amount sought is greater than \$10,000. 28 U.S.C. § 1346(a)(2). Importantly, however, the fact that claims involve a contract is not enough to make them “contract claims”; instead, the inquiry turns on “the source of the rights upon which the plaintiff bases its claims” and “the type of relief sought (or appropriate).” *Megapulse, Inc. v. Lewis*, 672 F.2d 959, 968 (D.C. Cir. 1982). The Tucker Act applies if the issue in a case is “at its essence” a contract claim. *Id.* at 967.

But here, Dallas County’s claims are not contractual claims. Dallas County’s claims do not arise from the individual pass-through grant that was awarded to Dallas County. Dallas County instead challenges Defendants’ categorical decision to terminate all grants that had been funded under congressional appropriations for pandemic preparedness. That challenge does not turn on individualized assessments of particular grant terms and conditions, any agreements between Defendants and Texas DSHS, or the agreements between Texas DSHS and Dallas County. Instead, Defendants improperly terminated the funding wholesale—for the unsupported reason that the COVID-19 pandemic had concluded. *See supra* at 8-10. Dallas County’s claims arise from the Defendants’ violations of the Constitution, Congress’s statutory appropriations, and the procedural protections of the APA. Where, as here, it is not possible “to conceive of this dispute as entirely contained within the terms of the contract,” because there is a constitutional question as to the lawfulness of the agency action, that claim is not a “contract action.” *Navab-Safavi v. Broad. Bd. of Governors*, 650 F. Supp. 2d 40, 68 (D.D.C. 2009) (discussing contractor’s First Amendment claim against Broadcasting Board of Governors (citation and internal quotation marks omitted)). For these reasons, this case is unlike the challenge to the Department of Education’s termination of grants in *U.S. Department of Education v. California*, where the Supreme Court held—after a request for an immediate administrative stay—that the Government was likely to succeed in showing that the district court lacked jurisdiction to order the payment of money under the APA. 145 S. Ct. 966 (2025). There, the plaintiffs did not allege that the termination of their grants violated any statute. *See California v. U.S. Dep’t of Educ.*, No. 25-cv-10548, 2025 WL 760825, at *1 (D. Mass. Mar. 10, 2025). Instead, the plaintiffs in that case contended that the “terms and conditions of [their] grant awards d[id] not permit termination on the grounds” the government had invoked. Mem. Supp. Mot. for TRO, *California*, No. 25-cv-10548 (D. Mass. Mar. 6, 2025), ECF No. 7.

“It was true before *California*, and it remains true now, that whether a claim is at its essence contractual for the Tucker Act depends both on the source of the rights upon which the plaintiff bases its claims, and upon the type of relief sought (or appropriate).” *Widakuswara v. Lake*, No. 25-cv-1015, 2025 WL 1166400, at *9 (D.D.C. Apr. 22, 2025) (cleaned up). As another judge in this Court recently held, grant termination cases involving challenges to the government’s “attempts to dismantle the entirety of a congressionally created program” to recover “expenses that [the government] should have paid all along” belong in federal district court.⁸ *Climate United Fund*, 2025 WL 1131412, at *11 (quoting *Bowen*, 487 U.S. at 894). Because Dallas County’s claims are “ultimately based, not on breach of contract, but on an alleged ... violation” of federal law, this Court has jurisdiction over the claims. *Megapulse*, 672 F.2d at 969. The fact that the judicial remedy for Dallas County’s harm may lead to the payment of money does not transform this case into a contractual case that must be heard in the Court of Federal Claims. *Vietnam Veterans v. Sec’y of the Navy*, 843 F.2d 528, 534 (D.C. Cir. 1988); see also *Aids Vaccine Advoc. Coal. v. U.S. Dep’t of State*, No. 25-cv-0400, 2025 WL 752378 (D.D.C. Mar. 10, 2025).

In any event, the grants to which Dallas County’s claims relate are not contracts. As this Court has held, “[f]or the Court of Federal Claims to have jurisdiction, a contract must contain the four required elements of offer, acceptance, consideration, and proper government authority.” *Am. Near E. Refugee Aid v. U.S. Agency for Int’l Dev.*, 703 F. Supp. 3d 126, 132 (D.D.C. 2023) (citation and internal quotation marks omitted). The consideration must benefit the government in a “direct,

⁸ The United States itself recently informed the Supreme Court in another case that proper “APA suits do not ‘claim a breach of contract’ ... such claims instead rest on statutory or constitutional theories independent of the contract terms.” Appl. to Vacate Order Issued by U.S. Dist. Ct., *U.S. Dep’t of Educ. v. California*, No. 24A910, 2025 WL 945313, at *14 (U.S. filed Mar. 26, 2025) (“categorically reject[ing] the suggestion that a federal district court can be deprived of jurisdiction by the Tucker Act when no jurisdiction lies in the Court of Federal Claims.”).

tangible” way. *Id.* at 133. Grants and cooperative agreements like the public health ones at issue in this case do not confer direct and tangible benefits on the government—any benefit the agreements might have, such as less demand on federal public health benefits, for example, is attenuated. *See id.* at 134 (“[I]f benefits as amorphous as the advancement of U.S. foreign policy interests could constitute consideration, then every cooperative agreement would transform into a contract.”). “And since the Claims Court lacks jurisdiction, the Tucker Act does not deprive this Court of jurisdiction.” *Id.*

III. Dallas County Faces Irreparable Harm.

Dallas County can establish irreparable harm by demonstrating that Defendants’ actions “unquestionably make it more difficult for the [Plaintiff] to accomplish [its] primary mission.” *League of Women Voters of U.S. v. Newby*, 838 F.3d 1, 9 (D.C. Cir. 2016). In the grant context, irreparable harm can be established where the immediate termination of grants would affect the existence of programs and the livelihoods of individuals within those programs. *Nat’l Council of Nonprofits v. Off. of Mgmt. & Budget*, 25-cv-00239, 2025 WL 368852, at *13 (D.D.C. Feb. 3, 2025) (finding irreparable harm to plaintiffs where programs “may simply disappear” and others would have been forced to shutter programs just to make payroll as a result of funding freeze) (citation and internal quotation marks omitted); *see also Am. Ass’n of Colls. for Tchr. Educ. v. McMahon*, 770 F. Supp. 3d 822, 858-59 (D. Md. 2025) (finding irreparable harm where plaintiffs will be forced to terminate staff, who “rely on such funding for their livelihoods”).

That is certainly the case here, where the loss of funding “will have devastating effects” on Dallas County’s projects and programs and “imminent harm is unavoidable.” *Climate United Fund*, 2025 WL 1131412, at *12, *17. Dallas County has had to resort to ending entire portions of its public health programming, and Dallas County has had to lay off personnel already. Huang Decl. ¶ 15. Defendants’ Mass Termination Decision has resulted in the termination of grant-funded

positions and reduced staffing levels, as well as deferment or delay of improvements to its laboratory and reporting capacity. Huang Decl. ¶¶ 15, 17. The termination of the IDCU Grant will significantly reduce the Dallas County’s disease surveillance capacity and undermine its rapid detection of emerging disease outbreaks, including measles. *Id.* As a result of the termination, Dallas County has also lost the ability to provide critical health care to serve its constituents. *Id.*

Because the appropriations were designed, in part, to prevent the spread of ongoing and emerging infections, without the funding, Dallas County’s constituents are at imminent increased risk of being exposed to infectious diseases that are currently circulating. *See supra* at 10-12. The grant terminations limit Dallas County’s ability to prepare for public health emergencies, including the ongoing dangers of measles, H1N1, COVID variants, tuberculosis, and Mpox. Huang Decl. ¶¶ 15, 17. These threats to public health establish irreparable harm. *See Sierra Club v. U.S. Dep’t of Agric., Rural Utilities Serv.*, 841 F. Supp. 2d 349, 358 (D.D.C. 2012).

Defendants’ Mass Termination Decision is also causing Dallas County irreparable harm by creating severe budget uncertainty and forcing it to redirect limited resources to respond to the resulting chaos. The grant terminations have created immense budget uncertainty and administrative burdens on DCHHS and its staff. Huang Decl. ¶ 16. *See Cnty. of Santa Clara v. Trump*, 250 F. Supp. 3d 497, 537 (N.D. Cal. 2017) (recognizing immediate, irreparable harm due to order that created “budget uncertainty by threatening to deprive the Counties of hundreds of millions of dollars in federal grants that support core services in their jurisdictions” and explaining that this “uncertainty interferes with the Counties’ ability to budget, plan for the future, and properly serve their residents” and that counties’ need to “take steps to mitigate the risk of losing millions of dollars in federal funding, which will include placing funds in reserve and making cuts to services ... will cause the Counties irreparable harm”).

IV. The Balance of Equities and Public Interest Favor Granting Relief.

The balance of equities and public interest prongs merge when the government is the opposing party. *Nken v. Holder*, 556 U.S. 418, 435 (2009). As the D.C. Circuit has held, “[t]here is a substantial public interest ‘in having governmental agencies abide by the federal laws that govern their existence and operations.’” *Newby*, 838 F.3d at 12 (citation omitted). Dallas County also has a substantial interest in minimizing health risks and preventing infection. *See State of Fla. v. Dep’t of Health & Hum. Servs.*, 19 F.4th 1271, 1293 (11th Cir. 2021) (“public interest in slowing the spread of COVID-19”).

As described above, *supra* at 10-12, Dallas County does not have the financial means of keeping its programs running, and it has been forced to terminate programs that benefit the public—programs that have a critical value in preventing the spread diseases such as measles and Mpox. Huang Decl. ¶¶ 14-15. Given the real and immediate harm that the public faces as a result of Defendants’ actions, the equities and public interest strongly favor preliminary relief. This is even more true given that Dallas County has demonstrated its likelihood of success on the merits. The “extremely high likelihood of success on the merits” shows that preliminary relief “would serve the public interest.” *Newby*, 838 F.3d at 12.

Defendants, on the other hand, face no harm from an injury that merely ends an unlawful practice. *R.I.L.-R v. Johnson*, 80 F. Supp. 3d 164, 191 (D.D.C. 2015) (quoting *Rodriguez v. Robbins*, 715 F.3d 1127, 1145 (9th Cir. 2013)). Moreover, HHS regulations specifically provide that “[a]ny funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal

Government.” 45 C.F.R. § 75.391(a).⁹ To recoup that debt, HHS can make “an administrative offset against other requests for reimbursements.” 45 C.F.R. § 75.391(a)(1). Outside of the funding at issue, HHS provides significant amounts in aid to Dallas County every year from which they could offset in the event they ultimately prevail. As such, it is unclear how Defendants could claim irreparable harm.

V. The Court Should Not Require a Bond.

Federal Rule of Civil Procedure 65(c) “vest[s] broad discretion in the district court” to require bonds, *DSE, Inc. v. United States*, 169 F.3d 21, 33 (D.C. Cir. 1999), including “to require no bond at all,” *P.J.E.S. ex rel. Escobar Francisco v. Wolf*, 502 F. Supp. 3d 492, 520 (D.D.C. 2020). A bond “is not necessary where requiring [one] would have the effect of denying the plaintiffs their right to judicial review of administrative action.” *Nat. Res. Def. Council, Inc. v. Morton*, 337 F. Supp. 167, 168 (D.D.C. 1971) (collecting cases).

In enjoining government interference with congressional appropriations, courts in this district and across the country have declined to require plaintiffs to post bond. *See, e.g.*, Order Granting Mot. for TRO, *RFE/RL, Inc. v. Lake*, No. 25-cv-00799 (D.D.C. Mar. 25, 2025), ECF No. 14; *Nat’l Council of Nonprofits*, 2025 WL 597959, at *19; *Colorado v. HHS*, 2025 WL 1017775, at *6 (D.R.I. Apr. 5, 2025); *Cnty. Legal Servs. in East Palo Alto v. HHS*, 2025 WL 973318, at *4 (N.D. Cal. Apr. 1, 2025). As one such court recently held, “[i]n a case where the Government is alleged to have unlawfully withheld [large sums] of previously committed funds to countless recipients, it would defy logic—and contravene the very basis of this opinion—to hold Plaintiffs hostage for the resulting harm.” *Nat’l Council of Nonprofits*, 2025 WL 597959, at *19; *see also*

⁹ *See also* HHS Grants Policy Statement (Apr. 16, 2025), <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>, archived at <https://perma.cc/82TZ-SJED>.

Woonasquatucket River Watershed Council v. U.S. Dep't of Agric., No. 25-cv-00097, 2025 WL 1116157, at *24 (D.R.I. Apr. 15, 2025).

VI. Requested Relief.

Dallas County respectfully requests that the Court enter a preliminary injunction that: Enjoins Defendants from implementing or enforcing the Mass Termination Decision; Enjoins Defendants from reinstating the Mass Termination Decision for the same or similar reasons; Requires Defendants to resume the implementation of the grants to Dallas County that were affected by the Mass Termination Decision; Requires Defendants to provide written notice of the order within 24 hours to all Defendants and agencies, and their employees, contractors, and grantees; and requires Defendants to provide a status report within 24 hours, documenting the actions that they have taken to comply with this order, including a copy of the notice and an explanation as to whom the notice was sent.

CONCLUSION

For these reasons, Dallas County respectfully requests a preliminary injunction and any other relief to which it is entitled.

Dated: December 8, 2025.

Respectfully submitted,

JOHN CREUZOT
Criminal District Attorney
Dallas County, Texas

/s/ Barbara Nicholas
Barbara Nicholas*
Assistant Criminal District Attorney
Texas State Bar No. 24032785
Barbara.Nicholas@dallascounty.org

Jason G. Schuette*
Assistant Criminal District Attorney
Texas State Bar No. 17827020
Jason.Schuette@dallascounty.org

Todd Sellars*
Assistant Criminal District Attorney
Texas State Bar No. 00794619
tsellars@dallascounty.org

Cherie Batsel*
Assistant Criminal District Attorney
Texas State Bar No. 24011313
Cherie.Batsel@dallascounty.org

Dallas County Criminal District Attorney's Office,
Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202
Telephone: (214) 653-7358

*Motion to appear *pro hac vice* forthcoming

/s/ Rebecca S. LeGrand
Rebecca S. LeGrand
DC Bar No. 493918
LeGrand Law PLLC
1100 H Street NW, Suite 1220
Washington, DC 20005
Phone: (202) 587-5725
rebecca@legrandpllc.com

COUNSEL FOR PLAINTIFF, DALLAS COUNTY, TEXAS

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

DALLAS COUNTY, TEXAS,

Plaintiff,

v.

ROBERT F. KENNEDY, JR., in his official
capacity as Secretary of the United States
Department of Health and Human Services, et
al.,

Defendants.

Case No. 1:25-cv-04242-CRC

[PROPOSED] ORDER GRANTING PRELIMINARY INJUNCTION

Upon consideration of the motion for preliminary injunction and accompanying memorandum filed by Plaintiff Dallas County, Texas (“Plaintiff”), and any opposition thereto, it is hereby

ORDERED that Plaintiff’s Motion for Preliminary Injunction is GRANTED; it is further

ORDERED that Defendants Robert F. Kennedy, Jr., in his official capacity as Secretary of the United States Department of Health and Human Services, the United States Department of Health and Human Services, Jim O’Neil, in his official capacity as Director of the Centers for Disease Control and Prevention; and the Centers for Disease Control and Prevention (collectively, “Defendants”), and Defendant’s agents, and others in active concert or participation with therewith, are ENJOINED from implementing, enforcing, or effectuating through any means, the March 2025 terminations of any grants that provide funding to the Plaintiff under the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, 134 Stat. 281 (2020) and the

Coronavirus Responses and Relief Supplemental Appropriations Act of 2021, Pub. L. No. 116-260, div. M., 134 Stat. 1182 (2020); it is further

ORDERED that Defendants are ENJOINED from reinstating the Mass Termination Decision for the same or similar reasons; it is further

ORDERED that Defendants shall resume the implementation of the grants of Plaintiff that were affected by the Mass Termination Decision; it is further

ORDERED that Defendants shall provide written notice of this order to their employees and contractors, and to all recipients of grants and cooperative agreements affected by the Mass Termination Decision, including to all pass-through grantees and any state entities acting as pass-throughs for any indirect grants described in this order; it is further

ORDERED that Defendants shall file a status report with this Court within twenty-four (24) hours of the entry of this order, documenting the actions that they have taken to comply with this order, including with said report a copy of the written notice provided under this order and an explanation as to whom the notice was sent; it is further

ORDERED that the bond requirement of Federal Rule of Civil Procedure 65(c) is waived and that this injunctive relief is effective upon service.

SO ORDERED.

Dated: _____, 2025

The Honorable Christopher R. Cooper
United States District Court Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

DALLAS COUNTY, TEXAS,
Plaintiffs,

VS.

ROBERT F. KENNEDY, JR., in his
official capacity as Secretary of the United
States Department of Health & Human
Service , et al.,
Defendants.

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CIVIL ACTION NO.

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DECLARATION OF PHILIP HUANG

I, Philip Huang, pursuant to 28 U.S.C. § 1746, declare as follows:

1. My name is Philip Huang. I am a resident of Dallas County in the State of Texas. I am over the age of eighteen, have never been convicted of a felony offense or a crime of moral turpitude, and have personal knowledge of the facts stated herein. If called as a witness, I could and would testify competently as to the matters set forth below.

2. I currently serve as the Director of Dallas County Health & Human Services (“DCHHS”). DCHHS is an agency of Dallas County, Texas and a local health authority for the State of Texas. DCHHS’s activities are overseen by the Commissioners Court of Dallas County, which is the governing body for Dallas County under Texas law. Dallas County has over 2.6 million residents. DCHHS is a nationally-accredited public health department responsible for providing health and social services that protect the health and well-being of over 2.6 million people that call Dallas County home. DCHHS manages a budget of over \$332 million and employs nearly 650 highly skilled and diverse public health and social services staff. The mission of DCHHS is to

optimize and protect the health and well-being of all Dallas County residents and to support the achievement of better health outcomes for all. DCHHS has been at the forefront of the local response to major public health issues and emergencies, including the recent Mpox outbreak, the COVID-19 pandemic, and threats from the Ebola, H1N1, West Nile, and Zika viruses. Additionally, DCHHS provides free or low-cost public health and social services to low-income residents of Dallas County. DCHHS provides a multitude of crucial public health and social services, including immunization administration, public benefits assistance, community outreach and education, and disease and outbreak reporting. These services optimize and protect the health and well-being of all of Dallas County's residents and support the achievement of better health outcomes for all.

3. I have served as DCHHS's director since 2019. In that time, I have been responsible for overseeing all DCHHS activities. During the outbreak of the COVID-19 pandemic, DCHHS led the response to pandemic in Dallas County, including as the public health director for some municipalities in Dallas County, such as the City of Dallas. DCHHS was proactive in trying to contain the spread of the coronavirus, including by administering immunizations at mass vaccination sites and pop-up clinics at several locations across Dallas County, providing accurate and helpful health and safety information to the public, giving Dallas County citizens assistance in obtaining public benefits, developing training for providers, epidemiology and monitoring of disease conditions, and prioritizing efforts to assist Dallas County's high-risk and underserved populations.

4. Prior to joining DCHHS, I served as the Medical Director/Health Authority for Austin Public Health, in the City of Austin, Texas from 2008 to 2019. I previously worked for the Center for Disease Control and Prevention, in Atlanta, Georgia and the Texas Department of State Health Services, in Austin, Texas. During my tenure with Austin Public Health, I was responsible for the Disease Prevention/Health Promotion Division, which included Epidemiology, Disease

Surveillance, Vital Records, Chronic Disease, Environmental Health, Communicable Disease, and Immunizations departments. I served as Medical Director for Chronic Disease Prevention at the Texas Department of State Health Services and Chief of the Bureau of Chronic Disease and Tobacco Prevention at the former Texas Department of Health (TDH) for more than 15 years, where my responsibilities included oversight of state activities related to cardiovascular disease, diabetes, cancer, Alzheimer's disease, asthma, and tobacco use prevention. I received my undergraduate degree in Civil Engineering from Rice University, my M.D. from the University of Texas Southwestern Medical School, and my Master's in Public Health with a concentration in Health Policy and Management from Harvard University. I completed my residency training in Family Medicine at Brackenridge Hospital in Austin, Texas, and I was Chief Resident there during my final year. I served two years as an Epidemic Intelligence Service (EIS) officer with the Center for Disease Control and Prevention assigned to the Illinois Department of Public Health, where I conducted infectious disease outbreak investigations and epidemiologic studies in chronic disease. I am an author or co-author of numerous publications related to public health, chronic disease, and tobacco use prevention, and I am Board Certified in Family Medicine.

The IDCU Grant

5. On September 15, 2020, through Dallas County Commissioners Court Order No. 2020-0971, Dallas County accepted \$3,981,303.00 in grant funding from the United States Department of Health & Human Services ("HHS") and Centers for Disease Control & Prevention ("CDC"), with the Texas Department of State Health Services ("Texas DSHS") acting as a pass-through entity, via the Infectious Disease Control Unit Grant (the "IDCU Grant"). A true and correct copy of the Dallas County Commissioners Court order approving the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS

prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit A. On November 2, 2021, through Dallas County Commissioners Court Order No. 2021-1163, the Dallas County Commissioners Court authorized the first amendment to the contract between Texas DSHS and Dallas County, which increased the grant budget by \$6,676,947.00. A true and correct copy of the Dallas County Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit B. On May 16, 2023, through Dallas County Commissioners Court Order No. 2023-0631, the Commissioners Court of Dallas County authorized the third amendment to the contract between Dallas County and Texas DSHS that further increased the grant budget by \$160,925.00. A true and correct copy of the Dallas County Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit C. On October 17, 2023, through Dallas County Commissioners Court Order No. 2023-1203, the Dallas County Commissioners Court authorized the fourth amendment to the contract between Dallas County and Texas DSHS that increased the grant budget by \$690,500.00. A true and correct copy of the Dallas County Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit D. On September 3, 2024, through Dallas County Commissioners Court Order No. 2024-0954, the Commissioners Court of Dallas County authorized the sixth amendment to the contract between Texas DSHS and Dallas County that further increased the grant budget by \$4,250,347.00. A true and correct copy of the Dallas County

Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit E. In all, the IDCU Grant budget totaled \$15,760,022.00, which is five percent (5%) of DCHHS's budget.

6. It is my understanding that the IDCU Grant was initially funded by money that Congress appropriated in the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). However, beginning in 2022, Texas DSHS also provided DCHHS with supplemental "expansion" funding from the Coronavirus Responses and Relief Supplemental Appropriations Act of 2021 ("CRRSAA"). The IDCU Grant's purpose was to: allow Dallas County to prevent the spread of communicable diseases more effectively through epidemiology, disease surveillance, investigation, monitoring, and reporting to both Texas DSHS and CDC; and to enhance Dallas County's laboratory testing, reporting, and response capacities. The IDCU funding that DCHHS received was distributed via the CDC's Epidemiology and Laboratory Capacity ("ELC") program. The ELC program, which was established before the COVID-19 outbreak, oversees an array of projects that strengthen the ability of public health agencies to respond to, prevent, and control known and emerging (or re-emerging) infectious diseases. The CDC's ELC Cooperative Agreement funds state and local health departments and their responses to a variety of pathogens including H1N1 (swine flu), Zika, and Ebola.)

7. The IDCU Grant period was initially set to begin on August 1, 2020, and end on April 30, 2022. But, on November 2, 2021, the Commissioners Court of Dallas County authorized the first amendment to the contract between Dallas County and Texas DSHS. In addition to increasing the funding to Dallas County under the IDCU Grant, the first amendment to the contract between Dallas County and Texas DSHS extended the end date of the grant period to July 31, 2023. *See* Exhibit B.

On April 19, 2022, through Dallas County Commissioners Court Order No. 2022-0420, the Commissioners Court of Dallas County authorized the second amendment to the agreement between Dallas County and Texas DSHS; that amendment extended the end date of the grant period to July 31, 2024. A true and correct copy of the Dallas County Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit F. And, on May 7, 2024, through Dallas County Commissioners Court Order No. 2024-0471, the Dallas County Commissioners Court authorized the fifth amendment to the agreement between Dallas County and Texas DSHS, which extended the end date of the grant period to July 31, 2026. A true and correct copy of the Dallas County Commissioners Court order approving the amendment to the contract between Dallas County and Texas DSHS on that date, the briefing for the Commissioners Court order that DCHHS prepared, and the executed contract between Dallas County and Texas DSHS are attached as Exhibit G.

8. Under the grant, Dallas County incurred expenses allowed by the terms and conditions of the grant award and contract with Texas DSHS. Dallas County submitted invoices each month to Texas DSHS and received reimbursement.

9. DCHHS has used IDCU Grant funds to hire staff for the Public Health Laboratory to develop and maintain an electronic Laboratory Information System ("LIS"). The LIS is a software system specifically designed to manage and streamline the workflow of the DCHHS Public Health Laboratory ("PHL"). It tracks and organizes patient data, specimen details, and test results, helping ensure accuracy, efficiency, and regulatory compliance. By automating routine tasks and integrating with other health systems, an LIS improves turnaround times and supports better clinical decision-making. The Laboratory Information System (LIS) is critical to allowing us to move from paper-

based systems to an electronic system, and is the core electronic database used by our public health laboratory to maintain patient testing information, quality assurance records, and reports required by state and federal health authorities. Only approved laboratory employees and public health officials can access this system, with strict permissions aligned to federal and state confidentiality rules. The LIS is crucial for managing laboratory data, meeting reporting requirements, and rapidly addressing disease threats or outbreaks. DCHHS has also acquired equipment to increase the PHL's testing, reporting, and response capacities.

10. Public statements made on March 24, 2025, by HHS indicated that it was going to be cancelling public health funding for states, cities, and localities that had Congress appropriated to respond to the COVID-19 pandemic. HHS and CDC then began notifying states, cities, and localities that the federal funding for a variety of grant programs for public health work was terminated. For example, HHS/CDC notified DCHHS in May of 2025 that funding that Dallas County received directly from HHS/CDC for the Initiative by Dallas County to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved, Including Racial & Ethnic Minority Populations and Rural Communities Grant ("Health Disparities Grant") was being closed out, effective March 24, 2025. A true and correct copy of the closeout notice for the Health Disparities Grant is attached as Exhibit H. The funding for the Health Disparities Grant was appropriated by Congress through the CARES Act and had been used by DCHHS for a variety of purposes, including media campaigns related to COVID-19 vaccine availability, clinic locations, and mitigation measures, contact tracing and surveillance of cases, and increasing DCHHS laboratory capability. Even though HHS/CDC extended funding for the Health Disparities Grant in 2024 after the pandemic was declared to be over, the apparent basis for the decision to terminate the Health Disparities Grant and other similar programs in March of 2025 was that their funding came from

one or more COVID-19 related laws, and that because the pandemic was over, the need for funding was over, making the termination of funding “for cause.” But, like many other notices received by other local governmental entities across the country, the closeout notice that DCHHS received for the Health Disparities Grant from HHS/CDC did not provide a basis for the decision.

11. At the time, Dallas County was in full compliance with the IDCU Grant and its terms and conditions. However, on March 25, 2025, DCHSS received notice from Texas DSHS that HHS/CDC had terminated funding for the IDCU Grant as of March 24, 2025. A true and correct copy of the termination notice is attached as Exhibit I. The notice did not identify a reason for the closeout. The notice did not state that the grant had been terminated for cause, allege that DCHHS had not complied with the terms of the grant, or claim that the grant was being closed out because of the end of the COVID-19 pandemic. And, the award of the grant was not conditioned on COVID-19’s continued status as a pandemic or as a public health emergency, because the grant was extended after the COVID-19 public health emergency expired in May of 2023. The termination notice from Texas DSHS did not state that the termination was based upon any decision of Texas DSHS. Thus, the termination of Dallas County’s IDCU Grant passthrough funding to Texas DSHS as of March 24, 2025, was apparently made by HHS and CDC because, in their view, the funding under COVID-19 appropriations from Congress was no longer needed.

12. When HHS/CDC terminated the IDCU Grant passthrough funding, Dallas County had received a total of \$12,818,397.25 from Texas DSHS. Thus, \$2,941,624.75 of IDCU Grant funds remained to be paid to Dallas County.

13. As with the COVID-19 Vaccination Capacity Grant, DCHHS believed that the funding for the IDCU Grant was not exclusively limited to COVID-19 funding and that the grant was intended to fund activities even after the COVID-19 public health emergency declaration

expired in May of 2023, whether the activities were related to COVID-19 or not. For example, in the sixth amendment to the contract between Texas DSHS and Dallas County for the IDCU Grant, the first paragraph of the revised statement of work, which sets forth Dallas County's responsibilities as a grant recipient, provided that "COVID-funded laboratory, surveillance, epidemiology, and informatics personnel may work on other respiratory pathogens and syndromes more broadly, in addition to SARS-CoV-2 and COVID-19, as long as COVID-19 testing or surveillance is included in the effort." *See* Exhibit E. The next sentence in that same section of the revised statement of work also stated that, "where COVID-19 is referenced, it will now include other respiratory pathogens and syndromes." *Id.*

14. The IDCU Grant funds the work of two (2) permanent employees and one temporary employee, all of which are required to carry out the activities of the grant. DCHHS relied and acted upon its expectation and understanding that HHS/CDC would fulfill its commitment to provide the grant funding awarded to Dallas County through Texas DSHS by hiring employees, investing in its LIS and equipment to increase its laboratory testing and reporting capacity, and carrying out work to further the goals of the grant. Dallas County invested significant time and its own resources into these projects, with the expectation that Dallas County would be able to complete them with federal funds.

15. The loss of funding of the IDCU Grant has directly impacted the PHL's operational capacity, resulting in the loss of key staff and subsequent reductions in service. The PHL lost five (5) positions due to funding cuts—three (3) microbiologists and two (2) data entry clerks. Many of these positions were filled by highly-trained persons who have devoted their careers to public health work. These staffing cuts amount to a 50% reduction in DCHHS's LIS program staff, forcing the remaining personnel to redirect their focus from critical LIS upgrades, the integration of DCHHS

with Parkland Hospital through EPIC (a widely used electronic health record system that integrates electronic health records, allows electronic lab reports to be directly incorporated into our clinical electronic health record system at DCHHS clinics to improve clinical care, and enables seamless data sharing between the laboratory and clinical teams, which is essential for improving patient care coordination and reducing diagnostic delays), and preparations for the laboratory relocation, to routine LIS maintenance. This will delay LIS modernization by several months and affect test code development and external collaborations. The loss of a Ph.D. level staff member who was to lead our measles program has left the laboratory without dedicated scientific oversight for assay validation and outbreak response during a period of increased measles activity. Additionally, the loss of staff has further limited our ability to expand testing and maintain rapid turnaround times. These cumulative losses have directly constrained laboratory innovation, delayed new test implementation, and reduced Dallas County's public health response capacity to other threats besides COVID-19, including H1N1 (swine flu), Zika, Ebola, measles, Mpox, and other communicable diseases.

16. HHS/CDC's termination of the IDCU grant was unexpected. It has created immense uncertainty for Dallas County and DCHHS's budget. The decrease in funding has required DCHHS and other Dallas County employees to spend significant amounts of time trying to figure out how to respond to the uncertainty and to triage Dallas County's remaining resources. I, along with many others at DCHHS, have spent countless hours over the last few months attempting to quantify and mitigate the effects of these grant terminations. That time could have instead been spent trying to address the many current and ongoing public health issues in Dallas County.

17. Overall, the loss of all of the grant funds described in this declaration deprives DCHHS of funding that is essential to DCHHS's ability to rapidly detect all emerging diseases and outbreaks across Dallas County, not just COVID-19. As indicated above, this has led to reduced

staffing, which has delayed and will continue to delay DCHHS's ability to respond to conditions that threaten public health. It also has hampered DCHHS's efforts to provide services to the citizens of Dallas County, which increases the likelihood of the spread of communicable diseases. Dallas County's ability to prepare for and respond to future public health emergencies, including another pandemic, has been limited by this loss of funding. The termination of the grant has impaired and will continue to impair DCHHS's ability to continue important public health work for the citizens of Dallas County.

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

Executed on December 08, 2025, in Dallas, Texas.

/s/ Philip Huang


Philip Huang, M.D., M.P.H.

Huang Declaration
EXHIBIT A



COURT ORDER 2020-0971

Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID)

On a motion made by Commissioner John Wiley Price, and seconded by Commissioner Dr. Theresa Daniel, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: September 15, 2020

FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

Done in open Court September 15, 2020 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Philip Huang, MD, MPH

Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Sep 15 2020

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☒ Addendum

**Texas Department of State Health Services Contract No. HHS000812700016
(IDCU/COVID)**

Briefing Date: Sep 15 2020
Funding Source: N/A
Originating Department: Health and Human Services
Prepared by: Erika Ramirez,
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of the IDCU/COVID Contract No. HHS000812700016 for COVID-19 and Laboratory Response Network activities. The amount of this contract for COVID-19 response activities is \$1,481,303 and the amount for COVID-19 Laboratory Response Network (LRN) activities is \$2,500,000. This contract is effective from the date of execution until April 30, 2022.

OPERATIONAL IMPACT:

DCHHS will perform COVID-19 outbreak response activities in accordance with the requirements stated in Attachment A (Statement of Work) of the contract. This contract also provides funding for one (1) new Microbiologist (Grade C) position.

FINANCIAL IMPACT:

The total amount of this contract is \$3,981,303. Of the total funding: \$66,000 is for Personnel; \$23,897 is for Fringe Benefits; \$696,720 is for Equipment; \$1,713,383 is for Supplies; \$1,481,303 is for Contractual. There is no financial impact to Dallas County.

LEGAL IMPACT:

The Commissioners Court must approve IDCU/COVID Contract No. HHS000812700016 and authorize electronic execution of the contract.

PROJECT SCHEDULE:

This contract is effective from date of execution through April 30, 2020.

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, Vision 2: Dallas County is a healthy community.

RECOMMENDATION:

Approve the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

ATTACHMENTS:

Texas Department of State Health Services Contract No. HHS000812700016 (IDCUCOVID)
SPI Form 09-08-2020 -Attachment to DUA



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas Political Subdivision of the state of Texas on behalf of Dallas
County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: IDCU/COVID
Contract Number: HHS000812700016
Contract Amount: \$3,981,303.00
Contract Term: 8/01/2020 – 4/30/2022

Dear Judge Jenkins:

Enclosed is the IDCU/COVID contract between the Department of State Health Services and Dallas County, Texas Political Subdivision of the state of Texas on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for COVID-19 outbreak response activities.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
UNDER THE
COVID-19 GRANT PROGRAM**

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** (“SYSTEM AGENCY” OR “DSHS”), a pass-through entity, and **DALLAS COUNTY, TEXAS POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES** (“GRANTEE”) (each a “Party” and collectively the “Parties”) enter into the following grant contract (the “Contract”) to provide funding for COVID-19 response activities.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Chapter 791 of the Texas Government Code, and Chapters 12 and 121 of the Texas Health and Safety Code.

III. DURATION

The Contract is effective on August 1, 2020 or on the first date on which it has been signed by both Parties, if executed later than August 1, 2020. The Contract terminates on April 30, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The amount of this Contract for COVID-19 response activities will be **\$1,481,303.00** and the amount for COVID-19 Laboratory Response Network (LRN) activities will be **\$2,500,000.00**. The total amount of this Contract will not exceed **\$3,981,303.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. REPORTING REQUIREMENTS

This Contract contains reporting requirements as stated in Attachment A, Statement of Work.

VI. CONTRACT REPRESENTATIVES

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

System Agency

Department of State Health Services
P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
Attention: Caeli Paradise

Grantee

**Dallas County, Texas Political Subdivision of the state of Texas on behalf of
Dallas County Health and Human Services**
2377 N. Stemmons Freeway
Dallas, Texas 75207
Attention: Clay Lewis Jenkins

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency 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:

System Agency

Department of State Health Services
P.O. Box 149347 – Mail Code 1911
Austin, Texas 78714-9347
Attention: General Counsel

Grantee

**Dallas County, Texas Political Subdivision of the state of Texas on behalf of Dallas
County Health and Human Services**
2377 N. Stemmons Freeway
Dallas, Texas 75207
Attention: Clay Lewis Jenkins

With a copy to:

Dallas County District Attorneys' Office, Civil Division
Attn: Chief Civil Division
411 Elm Street, 5th Floor
Dallas, Texas 75202

VIII. NOTICE REQUIREMENTS

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

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

IX. ADDITIONAL GRANT INFORMATION

- A. Grantee Data Universal Numbering System (DUNS) Number: 807391511
- B. Federal Award Identification Number (FAIN): NU50CK000501
- C. Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):
 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) – 93.323
- D. Federal Award Date: April 23, 2020
- E. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- F. Awarding Official Contact Information: Brownie Anderson-Rana, (770) 488-2771

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000812700016**

DEPARTMENT OF STATE HEALTH SERVICES

DocuSigned by:
Jennifer Sims
Signature ID: BBA6747E...

Printed Name: Jennifer Sims

Title: Deputy Commissioner

Date of Execution: September 17, 2020

**DALLAS COUNTY HEALTH AND HUMAN
SERVICES**

DocuSigned by:
Clay Lewis Jenkins
Signature ID: 48C5ABD918A443D...

Printed Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date of Execution: September 16, 2020

APPROVED AS TO FORM*:
JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

Russell Roden, Chief, Civil Division

By: Russell Roden
Signature ID: D8D9507EE41C466...

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS, IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS000812700016 ARE INCORPORATED BY REFERENCE:**

**ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT C - UNIFORM TERMS AND CONDITIONS - GRANT
ATTACHMENT D - SUPPLEMENTAL AND SPECIAL CONDITIONS**

ATTACHMENT E - FEDERAL ASSURANCES NON-CONSTRUCTION
ATTACHMENT F - CERTIFICATION REGARDING LOBBYING
ATTACHMENT G - FFATA
ATTACHMENT H - HHS DATA USE AGREEMENT
ATTACHMENT I - SECURITY AND PRIVACY INQUIRY (SPI)

ATTACHMENTS FOLLOW

**ATTACHMENT A
STATEMENT OF WORK**

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Establish or enhance ability to aggressively identify cases of COVID-19, conduct contact tracing and follow-up activities, as well as implement recommended containment measures.
 1. Enhanced contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing methods as well as healthcare-specific methods. Other proximity/location-based methods using individuals' cellphone tower data are not allowed to be used for the purposes of contact tracing. Information on contacts must be entered into the Texas Health Trace system in accordance with DSHS's published guidance.
- B. Improve morbidity and mortality surveillance, including:
 1. Establish or enhance community-based surveillance - Surveillance of populations and individuals includes but not limited to: those without severe illness, those with travel to high-risk locations, or those who are contacts to known cases.
 2. Monitor and report daily COVID-19 probable and confirmed COVID cases (including deaths) to DSHS.
 3. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Centers for Disease Control and Prevention (CDC).
 4. Send copies of all admission, discharge, and transfer (ADT) messages to CDC National Syndromic Surveillance Program (NSSP).
 5. Monitor and utilize available data in the CDC's National Healthcare Safety Network (NHSN) for confirmed 2019 novel coronavirus (COVID-19) infection or for COVID-like illness.
 - a. Long-term care: <https://www.cdc.gov/nhsn/ltc/covid19/index.html>
 - b. Acute care: <https://www.cdc.gov/nhsn/acute-care-hospital/covid19/index.html>
 6. Work with long-term care facilities to enroll the facility in the NHSN Long-term Care Facility (LTCF) COVID-19 Module.
 7. Provide requested information on COVID-19 associated deaths to DSHS within three business days.

C. Enhance laboratory testing and reporting capacity:

1. Establish or expand capacity to test all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance. This capacity would entail increasing testing capabilities above the current number of specimens that can be tested at the jurisdiction's public health laboratory or by establishing new testing capabilities at the jurisdiction's laboratory.
2. Screen for past infection (e.g., serology) for health care workers, employees of high-risk facilities, critical infrastructure workforce, and childcare providers.
3. Obtain all jurisdictional laboratory test data electronically, including from new, non-traditional testing settings, and using alternative file formats (e.g., .csv or .xls) to help automate. In addition to other reportable results, this should include all COVID-19 – related testing data, including all tests to detect severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2) and serology testing.
4. Report all COVID-19 – related line level testing data (negatives, positives, indeterminants, serology) daily to DSHS. Data must meet new federal Coronavirus AID, Relief, and Economic Security (CARES) Act laboratory guidance. All public health data must be reported electronically to DSHS in compliance with the Texas Administrative Code and within appropriate reporting timeframes.

D. Prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations:

1. Assess and monitor COVID-19 infections in healthcare workers across the healthcare spectrum.
2. Perform infection control assessments using preparedness tools approved by DSHS to ensure interventions are in place to protect high-risk populations.
3. Monitor and help implement mitigation strategies for COVID-19 in all high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities, etc.).
4. Monitor and help implement mitigation strategies for other high-risk employment settings (e.g., meat processing facilities), and congregate living settings (e.g., prisons, youth homes, shelters).
 - a. This includes coordinating with the Texas Department of Criminal Justice when individuals are released from serving their prison term and will be returning to the jurisdiction. These individuals may have been exposed to COVID-19 while in prison and/or may be COVID-positive and require additional public health follow-up.

E. Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).

- F. Work with healthcare system to manage and monitor system capacity.
1. Assess and monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.
 2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare (PPE, PAPRs, ventilators, etc.) supplies. Grantee will request access to the NHSN database within 30 days of the execution of this Contract or 30 days of hire for the position completing the data entry. Upon access approval, Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.
- G. Improve understanding of jurisdictional communities with respect to COVID-19 risk. Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare seeking behavior, populations without insurance and those below poverty level).
- H. Submit a monthly report on the report template to be provided by the DSHS. Monthly reports are due on or before the 15th of each month. Each report must contain a summary of activities that occurred during the preceding month for each activity listed above in Section I, A through G. Submit monthly reports by electronic mail to COVID.Contracts@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the month the report covers.
- I. May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.
- J. Not use funds for research, clinical care, fund raising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. 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;
 2. 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 act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

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

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to all addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and
EMAIL: CMSInvoices@dshs.texas.gov and
EMAIL: COVID.Contracts@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template 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 substantiate invoices and make the documentation available to the DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable then the Grantee will reimburse DSHS for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to DSHS by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E. Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B BUDGET

Dallas County, Texas Political Subdivision of the state of Texas on behalf of Dallas County
Health and Human Services
Contract No. HHS000812700016

Categorical Budget	Upon Execution to April 30, 2022	LRN Upon Execution to April 30, 2022	Contract Total
PERSONNEL	\$0.00	\$66,000.00	\$66,000.00
FRINGE BENEFITS	\$0.00	\$23,897.00	\$23,897.00
TRAVEL	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$696,720.00	\$696,720.00
SUPPLIES	\$0.00	\$1,713,383.00	\$1,713,383.00
CONTRACTUAL	\$1,481,303.00	\$0.00	\$1,481,303.00
OTHER	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$1,481,303.00	\$2,500,000.00	\$3,981,303.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00
TOTAL	\$1,481,303.00	\$2,500,000.00	\$3,981,303.00

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



TEXAS

Health and Human Services

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRs)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

B. Financial Statements

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

- i. HHS portal at: or,
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>
- ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

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

- i. HHS portal at:
<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

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

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

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

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

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

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

7.4 SAO AUDIT

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

7.5 CONFIDENTIALITY

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

9.3 LEGAL OBLIGATIONS

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

9.4 PERMITTING AND LICENSURE

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

9.5 INDEMNITY

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

9.6 ASSIGNMENTS

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

9.7 INDEPENDENT CONTRACTOR

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

9.8 TECHNICAL GUIDANCE LETTERS

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

9.9 DISPUTE RESOLUTION

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

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

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

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

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

9.23 SYSTEM AGENCY DATA

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

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

There are no Supplemental Conditions for this Contract that modifies this Contract's HHS Uniform Terms and Conditions.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.07 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

SECTION 1.10 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.11 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third-party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third-party payor reflecting attempts to obtain reimbursement;
- f. Bill all third-party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
- g. Provide third party billing functions at no cost to the client.

SECTION 1.12 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.13 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.14 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

SECTION 1.15 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

be extended as provided under this Section.

- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - 1. Continue provision of services in response to a disaster declared by the governor; or
 - 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.16 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov’t Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee’s Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Grantee’s assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.18 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) 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;
- b) 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 Contract 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;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

ATTACHMENT D
GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: GANESH SHIVARAMAIYER <small>81E56991AD43462...</small>	TITLE Assistant Director, Finance, Budget & Contracts
APPLICANT ORGANIZATION Dallas County Health and Human Services	DATE SUBMITTED August 20, 2020

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Dallas County Health and Human Services

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Ganesh Middle Name:

* Last Name: Shivaramaiyer Suffix:

* Title: Assistant Director, Finance, Budget & Contracts

*** SIGNATURE:**

DocuSigned by:

GANESH SHIVARAMAIYER

84C66391AD43462...

* DATE: August 20, 2020

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor: Dallas County, Texas	FFATA Contact # 1 Name, Email and Phone Number: Philip Huang, MD, MPH philip.huang@dallascounty.org 214-819-2014
Primary Address of Contractor: 2377 N Stemmons Freeway, Suite 600 Dallas, Texas 75207-2710	FFATA Contact #2 Name, Email and Phone Number: Ganesh Shivaramaiyer ganesh.shivaramaiyer@dallascounty.org 214-819-1865
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; display: flex; align-items: center; margin-top: 5px;"> 75207-2710 - </div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; display: flex; align-items: center; margin-top: 5px;"> 073128597 </div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; display: flex; align-items: center; margin-top: 5px;"> 17560009056005 </div>	

Printed Name of Authorized Representative GANESH SHIVARAMAIYER	Signature of Authorized Representative <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> DocuSigned by: GANESH SHIVARAMAIYER <small>B1C56391AD43462...</small> </div>
Title of Authorized Representative Assistant Director, Finance, Budget & Contracts	Date August 20, 2020

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR).

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.

DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“Authorized Purpose” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“Authorized User” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

HHS Data Use Agreement

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



TEXAS
Health and Human
Services

Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input type="radio"/> Yes <input type="radio"/> No
2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:
	B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	HIPAA <input type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input type="checkbox"/>
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						
c. Cloud Services. Number of Cloud Services in use.						
d. Data Centers. Number of Data Centers in use.						
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						<input type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						<input type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input type="radio"/> Yes <input type="radio"/> No</p>

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p>	<input type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input type="radio"/> Yes <input type="radio"/> No

<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

<p>This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p>	<p>No Electronic Systems</p> <p><input type="checkbox"/></p>
<p>For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.</p>	
<p>1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?</p> <ul style="list-style-type: none"> a. The data is encrypted with FIPS 140-2 validated encryption b. The offshore provider does not have access to the encryption keys c. The Applicant/Bidder maintains the encryption key within the United States d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature**3. Title****4. Date:**To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐ DFPS: ☐ DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

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PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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Contract Manager Telephone #:

INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. *Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.*

Item #2. Entity or Applicant/Bidder Legal Name. *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

Item #4. Number of Subcontractors. *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. *Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.*

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.*

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: *Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:*

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;*
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;*
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;*

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

other situations listed in this question. If you are not required to have this optional coverage, answer "N/A." A compliance plan is not required.

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information* **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrc.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.



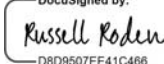
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Source Envelope:		
Document Pages: 94	Signatures: 6	Envelope Originator:
Certificate Pages: 3	Initials: 0	Texas Health and Human Services Commission
AutoNav: Enabled		1100 W. 49th St.
Envelopeld Stamping: Enabled		Austin, TX 78756
Time Zone: (UTC-06:00) Central Time (US & Canada)		PCS_DocuSign@hhsc.state.tx.us
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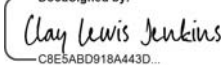
Record Tracking

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Signer Events

Signer Events	Signature	Timestamp
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russell.rodan@dallascounty.org		Resent: 8/31/2020 2:09:39 PM
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ganesh.shivaramaiyer@dallascounty.org		Viewed: 7/30/2020 8:46:10 AM
Assistant Director, Finance, Budget & Contracts		Signed: 8/20/2020 5:27:18 PM
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Director, System Contracting		Signed: 9/16/2020 5:22:58 PM
Texas Health and Human Services Commission		
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Signer Events	Signature	Timestamp
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Chad Riley Chad.Riley@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 167.137.1.15	Sent: 9/17/2020 12:56:09 PM Viewed: 9/17/2020 1:07:51 PM Signed: 9/17/2020 1:07:56 PM
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Payment Events	Status	Timestamps



TEXAS
Health and Human
Services

Texas HHS System - Data Use Agreement - Attachment 2

SECURITY AND PRIVACY INQUIRY (SPI)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	<input checked="checked" type="radio"/> Yes <input type="radio"/> No		
2. Entity or Applicant/Bidder Legal Name	Legal Name: Dallas County Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 905 Procurement/Contract#: HHS000288900005 Address: 2377 N STEMMONS FREEWAY City: DALLAS State: TX ZIP: 75207 Telephone #: (214) 819-2000 Email Address: philip.huang@dallascounty.org		
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 507		
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0		
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<table border="1"> <tr> <td data-bbox="813 1377 1573 1682"> A. Security Official: Legal Name: Michael Anderson Address: 1201 Elm Street, Suite 2400 City: Dallas State: TX ZIP: 75270 Telephone #: (214) 653-6547 Email Address: Michael.Anderson@dallascounty.org </td> </tr> <tr> <td data-bbox="813 1682 1573 1974"> B. Privacy Official: Legal Name: Sunesh Chakravelil Address: 2377 N Stemmons Freeway, Suite 536 City: Dallas State: TX ZIP: 75207 Telephone #: (214) 819-2804 Email Address: Sunesh.Chakravelil@dallascounty.org </td> </tr> </table>	A. Security Official: Legal Name: Michael Anderson Address: 1201 Elm Street, Suite 2400 City: Dallas State: TX ZIP: 75270 Telephone #: (214) 653-6547 Email Address: Michael.Anderson@dallascounty.org	B. Privacy Official: Legal Name: Sunesh Chakravelil Address: 2377 N Stemmons Freeway, Suite 536 City: Dallas State: TX ZIP: 75207 Telephone #: (214) 819-2804 Email Address: Sunesh.Chakravelil@dallascounty.org
A. Security Official: Legal Name: Michael Anderson Address: 1201 Elm Street, Suite 2400 City: Dallas State: TX ZIP: 75270 Telephone #: (214) 653-6547 Email Address: Michael.Anderson@dallascounty.org			
B. Privacy Official: Legal Name: Sunesh Chakravelil Address: 2377 N Stemmons Freeway, Suite 536 City: Dallas State: TX ZIP: 75207 Telephone #: (214) 819-2804 Email Address: Sunesh.Chakravelil@dallascounty.org			

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) 	HIPAA <input checked="" type="checkbox"/>	CJIS <input type="checkbox"/>	IRS FTI <input type="checkbox"/>	CMS <input type="checkbox"/>	SSA <input type="checkbox"/>	PII <input checked="" type="checkbox"/>
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 1825
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						1,825
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						
c. Cloud Services. Number of Cloud Services in use.						
d. Data Centers. Number of Data Centers in use.						
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u> DCHHS will develop Privacy Notice content and display on Webpage within 120 days of submission of this document.						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

<p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p>

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information? AP-100-01 : 16,17</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-01: 15</p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-01: 9 a</p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Specific timeline for breach notification in accordance with Article 4 will need to be added to the existing policy.</p>	<p><u>Compliance Date:</u></p>
<p>e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?</p> <p style="text-align: right;">AP-100-05: 5c,d</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Current policy does not address monitoring for and correction of any training delinquencies. Will need to add the clause.</p>	<p><u>Compliance Date:</u></p>
<p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p> <p style="text-align: right;">AP-100-02: 5d</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Specific criteria to deny individual rights of access and amendment or correction is not stated. Will need to add the clause.</p>	<p><u>Compliance Date:</u></p>
<p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?</p> <p style="text-align: right;">AP-100-01: 16.b</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p> <p style="text-align: right;">AP-100-09: 1g</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?</p> <p style="text-align: right;">AP-100-01: 18</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>The existing policy speaks to updating the policy annually. Will need to add the clause.</p>	<p><u>Compliance Date:</u></p>

<p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p> <p style="text-align: right;">AP-100-07: 3b</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-01: 19</p> <p>Policy for intentions to use, disclose, create, maintain, store or transmit confidential information needs to be included.</p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-04: 4d</p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p> <p style="text-align: right;">AP-100-05: 4</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p> <p style="text-align: right;">AP-100-01: 20</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p> <p>Policy needs to expressly state the prohibition of disclosure of Applicant's work product and publish confidential information without proper approvals.</p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program?</p> <p>Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No

<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-05: 5a</p> <p>Policy needs to cover specific timelines on training requirements.</p>	<p><u>Compliance Date:</u></p>
<p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u> AP-100-05: 2</p>	<p><u>Compliance Date:</u></p>
<p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p> <p>AP-100-05: 6a</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p> <p>AP-100-05: 6f</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met?
- a. The data is encrypted with FIPS 140-2 validated encryption
 - b. The offshore provider does not have access to the encryption keys
 - c. The Applicant/Bidder maintains the encryption key within the United States
 - d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency

☒ Yes

☐ No

For more information regarding FIPS 140-2 encryption products, please refer to:

<http://csrc.nist.gov/publications/fips>

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

☒ Yes

☐ No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?

☒ Yes

☐ No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.

☒ Yes

☐ No

If yes, upon request must provide evidence such as a screen shot or a system report.

Action Plan for Compliance with a Timeline:

Compliance Date:

<p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p>	<input checked="checked" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a Timeline:</u></p>	<p><u>Compliance Date:</u></p>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)*Please sign the form digitally, if possible. If you can't, provide a handwritten signature.*

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature**3. Title****4. Date:**

Director/Health Authority

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐DFPS: ☐DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

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PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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INSTRUCTIONS FOR COMPLETING THE SECURITY AND PRIVACY INQUIRY (SPI)

Below are instructions for Applicants, Bidders and Contractors for Texas Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A. APPLICANT /BIDDER INFORMATION

Item #1. Only contractors that access, transmit, store, and/or maintain Texas HHS Confidential Information will complete and email this form as an attachment to the appropriate Texas HHS Contract Manager.

Item #2. Entity or Applicant/Bidder Legal Name. Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the legal tax identification number (last four numbers only) of the entity or applicant/bidder, the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.

Item #3. Number of Employees, at all locations, in Applicant/Bidder's workforce. Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."

Item #4. Number of Subcontractors. Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.

Item #5. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Texas HHS Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder. As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A. provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Texas HHS Confidential Information and be willing to be the point of contact for privacy and security questions.

Item #6. Type(s) of HHS Confidential Information the Entity or Applicant/Bidder Will Create, Receive, Maintain, Use, Disclose or Have Access to: Provide a complete listing of all Texas HHS Confidential Information that the Contractor will create, receive, maintain, use, disclose or have access to. The DUA section Article 2, Definitions, defines Texas HHS Confidential Information as:

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of Texas HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

Definitions for the following types of confidential information can be found the following sites:

- Health Insurance Portability and Accountability Act (HIPAA) - <http://www.hhs.gov/hipaa/index.html>
- Criminal Justice Information Services (CJIS) - <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Internal Revenue Service Federal Tax Information (IRS FTI) - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- Centers for Medicare & Medicaid Services (CMS) - <https://www.cms.gov/Regulations-and-Guidance/Regulations-and-Guidance.html>
- Social Security Administration (SSA) - <https://www.ssa.gov/regulations/>
- Personally Identifiable Information (PII) - <http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>

Item #7. Number of Storage devices for Texas HHS Confidential Information. The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.

- **Item 7a. Devices.** Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Texas HHS Confidential Information.
- **Item 7b. Servers.** Provide the number of servers not housed in a data center or "in the cloud," on which Texas HHS Confidential Information is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).
- **Item 7c. Cloud Services.** Provide the number of cloud services to which Texas HHS Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero).
- **Item 7d. Data Centers.** Provide the number of data centers in which you store Texas HHS Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

Item #8. Number of unduplicated individuals for whom the Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year. Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

Item #9. HIPAA Business Associate Agreement.

- **Item #9a.** Answer "Yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Services, the Department of Disability and Aging Services, or the Health and Human Services Commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no." If "no," a compliance plan is not required.
- **Item #9b.** Answer "Yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "N/A."

Item #10. Subcontractors. If your business responded "0" to question 4 (number of subcontractors), Answer "N/A" to Items 10a and 10b to indicate not applicable.

- **Item #10a.** Answer "Yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #10b.** Answer "Yes" if your business obtains Texas HHS approval before permitting subcontractors to handle Texas HHS Confidential Information on your business's behalf.

Item #11. Optional Insurance. Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any

SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT

Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Texas HHS Confidential Information and respond in the event of a Breach of Texas HHS Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.

Item #1. Answer "Yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Texas HHS Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Texas HHS Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the Texas HHS agency.
- **Item #1b.** Answer "Yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Texas HHS Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "Yes" if your business has written policies and procedures that limit the Texas HHS Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Texas HHS Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "Yes" if your business has written policies and procedures that explain how your business would respond to an actual or suspected breach of Texas HHS Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."
 - **Item #1di.** Answer "Yes" if your business has written policies and procedures that require your business to immediately notify Texas HHS, the Texas HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.
Refer to Article 4, Section 4.01:
***Initial Notice of Breach** must be provided in accordance with Texas HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:*
 - *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
 - *within 24 hours of all other types of Texas HHS Confidential Information* **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
 - **Item #1dii.** Answer "Yes" if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
 - **Item #1diii.** Answer "Yes" if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Texas HHS Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "Yes" if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.

- **Item #1f.** Answer "Yes" if your business has written policies and procedures requiring you to allow individuals (clients/consumers) to access their individual record of Texas HHS Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "Yes" if your business has written policies and procedures restricting access to Texas HHS Confidential Information to only persons who have been authorized and trained on how to handle Texas HHS Confidential Information
- **Item #1h.** Answer "Yes" if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Texas HHS Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "Yes" if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Texas HHS Confidential Information.
- **Item #1j.** Answer "Yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Texas HHS Confidential Information except to perform obligations under the contract, or with written permission from Texas HHS.
- **Item #1k.** Answer "Yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Texas HHS Confidential Information outside of the United States.
- **Item #1l.** Answer "Yes" if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "Yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information. Policies and procedures should comply with Texas HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "Yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of Texas HHS pursuant to the DUA, or other Texas HHS Confidential Information, without express prior written approval of the HHS agency.

Item #2. Answer "Yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under you direct supervision.

Item #3. Answer "Yes" if your business has privacy safeguards to protect Texas HHS Confidential Information as described in the SPI.

Item #4. Answer "Yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Texas HHS Confidential Information. If you are the only person with access to Texas HHS Confidential Information, please answer "yes."

Item #5. Answer "Yes" if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Texas HHS Confidential Information. If you are the only one with access to Texas HHS Confidential Information, please answer "Yes."

SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT

This section is about your electronic systems. If you DO NOT store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "Yes" for all questions in this section.

Item #1. Answer "Yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not offshore their data.

Item #2. Answer "Yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

Item #3. Answer "Yes" if your business monitors and manages access to Texas HHS Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Texas HHS Confidential Information, etc.). If you are the only employee, answer "Yes" if you have implemented a process to periodically evaluate the need for accessing Texas HHS Confidential Information to fulfill your Authorized Purposes.

Item #4. Answer "Yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Texas HHS Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/password-policy>

Item #5. Answer "Yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information.

Item #6. Answer "Yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Texas HHS Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/account-lockout-policy>

Item #7. Answer "Yes" if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Texas HHS Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "Yes."

Item #8. Answer "Yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Texas HHS Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist: <https://docs.microsoft.com/en-us/windows/security/threat-protection/security-policy-settings/how-to-configure-security-policy-settings>

Item #9. Answer "Yes" if your business secures physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "Yes."

Item #10. Answer "Yes" if your business uses encryption products to protect Texas HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.) For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/publications/fips>.

Item #11. Answer "Yes" if your business stores Texas HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data). For more information regarding FIPS 140-2 validated encryption products, please refer to: <http://csrc.nist.gov/publications/fips>). If you do not utilize end-user electronic devices for storing Texas HHS Confidential Information, answer "Yes."

Item #12. Answer "Yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Texas HHS Confidential Information and associated systems containing Texas HHS Confidential Information before they can obtain access. If you are the only employee answer "Yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

Item #13. Answer "Yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Texas HHS Confidential Information. If you are the only employee, answer "Yes" if you are willing to submit to a background check.

Item #14. Answer "Yes" if your business prohibits the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information on Cloud Services or social media sites if you use such services or sites, and there is a Texas HHS approved subcontractor agreement that includes compliance and liability clauses with the same requirements as the Applicant/Bidder. If you do not utilize Cloud Services or media sites for storing Texas HHS Confidential Information, answer "Yes."

Item #15. Answer "Yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://portal.msrm.microsoft.com/en-us/>

Item #16. Answer "Yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/>

Item #17. Answer "Yes" if your business reviews system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<https://docs.microsoft.com/en-us/windows/security/threat-protection/auditing/basic-security-audit-policies>

Item #18. Answer "Yes" if your business disposal processes for Texas HHS Confidential Information ensures that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. Please see NIST SP 800-88 R1, *Guidelines for Media Sanitization* and the applicable laws and regulations for the information type for further guidance.

Item #19. Answer "Yes" if your business ensures that all public facing websites and mobile applications containing HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516

SECTION D. SIGNATURE AND SUBMISSION

Click on the signature area to digitally sign the document. Email the form as an attachment to the appropriate Texas HHS Contract Manager.

Huang Declaration
EXHIBIT B



COURT ORDER 2021-1163

Texas Department of State Health Services Contract No. HHS000812700016 – Amendment No. 1 (IDCU/COVID)

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: November 2, 2021

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 1 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

Done in open Court November 2, 2021 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Nov 02 2021

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☐ Addendum

**Texas Department of State Health Services Contract No. HHS000812700016 –
Amendment No. 1 (IDCU/COVID)**

Briefing Date: Nov 2 2021
Funding Source:
Originating Department: Health and Human Services
Prepared by: Britnee Rosales, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 1 to the IDCU/COVID Contract No. HHS000812700016. This amendment is providing \$6,676,947 in Epidemiology (Epi) and Laboratory Response Network (LRN) Expansion funding for the period beginning with effective date of this Amendment and ending with July 31, 2023.

OPERATIONAL IMPACT:

DCHHS will perform COVID-19 outbreak response activities in accordance with the requirements stated in Attachment A-1 (Revised Statement of Work) of the contract. This amendment is providing funds for one (1) Microbiologist I (Grade C) and one (1) Microbiologist II (Grade G) positions to assist with COVID PCR testing, serology, bioinformatics, and sequencing workflow.

FINANCIAL IMPACT:

The total amount of the amended contract is \$10,658,250, which includes program funding of \$1,481,303 for Epi CARES, \$4,976,629 for Epi Expansion, \$2,500,000 for LRN PPP and \$1,700,318 for LRN Expansion. The budget breakdown and contract period for each program budget is provided below.

1. Epi CARES Funding (\$1,481,303) – September 17, 2020 – April 30, 2022

The contract amount for the Epi Cares Funding is \$1,481,303. Of the total funding: \$1,359,211 is for Contractual and \$122,092 is for Other.

2. Epi Expansion Funding (\$4,976,629) – Effective Date – July 31, 2023

The contract amount for the Epi Expansion Funding is \$4,976,629. Of the total funding: \$72,847 is for Supplies & \$3,953,282 is for Contractual and \$950,500 is for Other.

3. LRN PPP Funding (\$2,500,000) – September 17, 2020 – October 31, 2022

The contract amount for the LRN PPP Funding is \$2,500,000. Of the total funding: \$66,000 is for Personnel; \$23,897 is for Fringe Benefits; \$696,720 is for Equipment; \$1,642,381 is for Supplies and \$71,002 is for Contractual.

4. LRN Expansion Funding (\$1,700,318) – Effective Date – July 31, 2023

The contract amount for the LRN Expansion funding is \$1,700,318. Of the total funding: \$246,126 is for Personnel; \$83,658 is for Fringe Benefits; \$132,430 is for Equipment; \$440,897 is for Supplies; \$690,480 is for Contractual; \$19,500 is for Other and \$87,227 is for Indirect Cost.

LEGAL IMPACT:

The Commissioners Court must approve Amendment No. 1 to the IDCU/COVID Contract No. HHS000812700016 and authorize electronic execution of the contract.

PROJECT SCHEDULE:

This amendment is effective from date of execution through July 31, 2023.

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

Recommendations included in this briefing are consistent with the Dallas County Administrative Plan, Vision 2: Dallas County is a healthy community.

RECOMMENDATION:

Approve Amendment No. 1 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 1 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

ATTACHMENTS:

[HHS000812700016 Dallas County Amendment 1](#)



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of
Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: IDCU/COVID
Contract Number: HHS000812700016, Amendment No. 1
Contract Amount: \$10,658,250.00
Contract Term: 9/17/2020 – 7/31/2023

Dear Judge Jenkins:

Enclosed is the IDCU/COVID contract amendment between the Department of State Health Services and Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for COVID-19 outbreak response activities.

This amendment increases the contract by \$6,676,947.00 and extends the end of the contract term to July 31, 2023.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” OR “**DSHS**”) and **DALLAS COUNTY, TEXAS**, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF **DALLAS COUNTY HEALTH AND HUMAN SERVICES** (“**GRANTEE**”), who are collectively referred to herein as the “Parties,” to that certain grant contract for COVID-19 activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 (“Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to revise the Budget to add additional funding; and

WHEREAS, the Parties desire to extend the term of the Contract.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of July 31, 2023.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby amended to add **\$6,676,947.00** to the Contract for a total not-to-exceed amount of **\$10,658,250.00** for COVID-19 activities.

The total amount of the Contract includes **\$1,481,303.00** for the period beginning September 17, 2020, and ending April 30, 2022, and **\$2,500,000.00** for the period beginning September 17, 2020, and ending October 31, 2022, and the addition of **\$6,676,947.00** for the period beginning with the effective date of this Amendment and ending July 31, 2023. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, REVISED BUDGET**.

3. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK** and supplemented with the addition of **ATTACHMENT A-2, SUPPLEMENTAL STATEMENT OF WORK**.
4. **ATTACHMENT B** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET**.
5. This Amendment No. 1 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

GRANTEE

DocuSigned by:

Kirk Cole

04DD3FAAE59048D...

Signature

kirk cole

Deputy Commissioner

Date of Execution: November 10, 2021

DocuSigned by:

Clay Lewis Jenkins

C8E5ADB048A443D...

Signature

Clay Lewis Jenkins

Dallas County Judge

Date of Execution: November 9, 2021

APPROVED AS TO FORM*:

JOHN CREUZOT

DALLAS COUNTY DISTRICT ATTORNEY

Russell Roden, Chief, Civil Division

DocuSigned by:

Russell Roden

D8D05075E541C468...

By:

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1	REVISED STATEMENT OF WORK
ATTACHMENT A-2	SUPPLEMENTAL STATEMENT OF WORK
ATTACHMENT B-1	REVISED BUDGET

ATTACHMENT A-1
REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Enhance public health follow-up activities, including:

1. Conducting case investigations;
2. Eliciting or identifying individuals who may have been exposed to COVID-19;
3. Notifying individuals of COVID-19 exposure; and
4. Providing referrals to COVID-19 testing, vaccine resources and other follow-up services.

Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing Call Center expenditures beyond 8/31/2021.

B. Improve morbidity and mortality surveillance, including:

1. Establish or enhance community-based surveillance - Surveillance of populations and individuals includes but is not limited to those without severe illness, those with travel to high-risk locations, or those who are contacts to known cases.
2. Monitor and report daily COVID-19 probable and confirmed COVID cases (including deaths) to DSHS.
3. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Texas Syndromic Surveillance System (TxS2).
4. Send copies of all admission, discharge, and transfer (ADT) messages to the Centers for Disease Control and Prevention (CDC) National Syndromic Surveillance Program (NSSP).
5. Monitor and utilize available data in the CDC's National Healthcare Safety Network (NHSN) for confirmed 2019 novel coronavirus (COVID-19) infection or for COVID-like illness.
 - a. Long-term care: <https://www.cdc.gov/nhsn/ltc/covid19/index.html>
 - b. Acute care: <https://www.cdc.gov/nhsn/acute-care-hospital/covid19/index.html>
6. Work with long-term care facilities to enroll the facility in the NHSN Long-Term Care Facility (LTCF) COVID-19 Module.
7. Provide requested information on COVID-19 associated deaths to DSHS within three business days.

C. Enhance laboratory testing and reporting capacity:

1. Establish or expand capacity to test all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance. This capacity would entail increasing testing capabilities above the current number of specimens that can be tested

- at the jurisdiction's public health laboratory or by establishing new testing capabilities at the jurisdiction's laboratory.
2. Screen for past infection (e.g., serology) for health care workers, employees of high-risk facilities, critical infrastructure workforce, and childcare providers.
 3. Obtain all jurisdictional laboratory test data electronically, including from new, non-traditional testing settings, and using alternative file formats (e.g., .csv or .xls) to help automate. In addition to other reportable results, this should include all COVID-19-related testing data, including all tests to detect severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2) and serology testing.
 4. Report all COVID-19-related line level testing data (negatives, positives, indeterminates, serology) daily to DSHS. Data must meet new federal Coronavirus Aid, Relief, and Economic Security (CARES) Act laboratory guidance. All public health data must be reported electronically to DSHS in compliance with the Texas Administrative Code and within appropriate reporting timeframes.
- D. Prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations:**
1. Assess and monitor COVID-19 infections in healthcare workers across the healthcare spectrum.
 2. Perform infection control assessments using preparedness tools approved by DSHS to ensure interventions are in place to protect high-risk populations.
 3. Monitor and help implement mitigation strategies for COVID-19 in all high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities).
 4. Monitor and help implement mitigation strategies for other high-risk employment settings (e.g., meat processing facilities) and congregate living settings (e.g., prisons, youth homes, shelters).
 - a. This includes coordinating with the Texas Department of Criminal Justice when individuals are released from serving their prison term and will be returning to the jurisdiction. These individuals may have been exposed to COVID-19 while in prison and/or may be COVID-19-positive and require additional public health follow-up.
- E. Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities and states, including air travel).**
- F. Work with healthcare system to manage and monitor system capacity.**
1. Assess and monitor the number and availability of critical care staff, necessary PPE and potentially life-saving medical equipment, as well as access to testing services.
 2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare supplies (PPE, PAPRs, ventilators, etc.). Grantee will request access to the NHSN database within 30 days of the execution of this Contract or within 30 days of hire for the position completing the data entry. Upon access approval,

Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.

- G.** Improve understanding of jurisdictional communities with respect to COVID-19 risk. Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare-seeking behavior, populations without insurance and those below poverty level).
- H.** Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15th of the month following the end of the quarter being reported on. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, A through G. Submit quarterly reports by electronic mail to COVID.Contracts@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the quarter the report covers.
- I.** May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.
- J.** Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:

 - 1. 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;
 - 2. 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 act or Executive order proposed or pending before any legislative body.
- K.** 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.
- L.** Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on the DSHS Contractor's Property Inventory Report located at <https://www.dshs.state.tx.us/grants/forms.shtm> to CMSInvoices@dshs.texas.gov and COVID.Contracts@dshs.texas.gov not later than October 15 of each year. If Grantee did not purchase Equipment or other property, this report is still required to be submitted.

- M.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- N.** At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachments A-1 and A-2 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A.** Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to all addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and
EMAIL: CMSInvoices@dshs.texas.gov and
EMAIL: COVID.Contracts@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Revised Budget in Attachment B-1 of this Contract.
- C.** Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template 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 DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse DSHS for that cost.
- D.** Grantee will submit quarterly Financial Status Reports (FSRs) to DSHS by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E.** Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract.

Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.

- F.** Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT A-2 SUPPLEMENTAL STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities as submitted in their DSHS-approved budget for this specific funding contract period. Only activities listed below are approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this contract funding period are as follows:

A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including case investigation and public health follow-up activities) and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19.
4. Build Grantee staff expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

B. Strengthen Laboratory Testing

1. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 and build infectious disease preparedness for future coronavirus and other events involving other pathogens with potential for broad community spread.
 - a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
 - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health

Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.

- c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
 - d. Build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
 - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
 - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

C. Advance Electronic Data Exchange at Public Health Labs

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
 - a. Employ a well-functioning Laboratory Information Management System (LIMS) system to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

Note: If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.
 - b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS system are covered through dedicated staff.
 - c. Interface diagnostic equipment to directly report laboratory results into LIMS.

D. Improve Surveillance and Reporting of Electronic Health Data

1. Establish complete, up-to-date, timely reporting of morbidity and mortality to DSHS due to COVID-19 and other coronavirus and other emerging infections which impact

- conditions of public health significance, with required associated data fields in a machine-readable format, by:
- a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases; and
 - b. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
 3. Enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR) to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate submissions where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SARS-CoV-2 including serology testing).
 4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - a. Require expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual, and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
 - b. Increase Admit, Discharge, and Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.
 5. Implement new/replacement systems where needed. Ensure systems are interoperable and that data can be linked across systems (e.g., public health, healthcare, private labs), including adding the capacity for lab data and other data to be used by the software/tools that are being deployed for case investigation and public health follow-up activities.
 6. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

- a. Submit all case reports in an immediate way to DSHS for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields in a machine-readable format.
- b. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminates, serology, antigen, nucleic acid) daily by county or Zip code to DSHS.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

E. Use Laboratory Data to Enhance Investigation, Response and Prevention

1. Use laboratory data to initiate and conduct case investigation and public health follow-up activities and implement containment measures.
 - a. Conduct necessary case investigation and public health follow-up activities including contact elicitation/identification, contact notification, contact testing, and follow-up. Activities could include traditional case investigation and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings.
 - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
2. Identify cases and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities).
 - c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, youth homes, shelters).
 - d. Work with DSHS to build capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate) including proactive monitoring for asymptomatic case detection.

Note: These additional resources are intended to be directed toward testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID-19 testing, and other related activities related to COVID-19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into NHSN at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
 - b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
 - c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
 - d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
 - e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).
- F.** May use funds to pay pre-award costs which date back to February 1, 2021, that are directly related to the COVID-19 outbreak response. All pre-award costs must be approved in writing by DSHS.

**ATTACHMENT B-1
REVISED BUDGET**

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	
Budget Period	Sept 17, 2020 to April 30, 2022	Effective date to July 31, 2023	Sept 17, 2020 to Oct 31, 2022	Effective date to July 31, 2023	Contract Total
PERSONNEL	\$0.00	\$0.00	\$66,000.00	\$246,126.00	\$312,126.00
FRINGE BENEFITS	\$0.00	\$0.00	\$23,897.00	\$83,658.00	\$107,555.00
TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$696,720.00	\$132,430.00	\$829,150.00
SUPPLIES	\$0.00	\$72,847.00	\$1,642,381.00	\$440,897.00	\$2,156,125.00
CONTRACTUAL	\$1,359,211.00	\$3,953,282.00	\$71,002.00	\$690,480.00	\$6,073,975.00
OTHER	\$122,092.00	\$950,500.00	\$0.00	\$19,500.00	\$1,092,092.00
TOTAL DIRECT CHARGES	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,613,091.00	\$10,571,023.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00	\$87,227.00	\$87,227.00
TOTAL	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,700,318.00	\$10,658,250.00

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Judge Clay Lewis Jenkins

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Clay.Jenkins@dallascounty.org

Resent: 10/5/2021 8:47:34 AM

Dallas County Judge

Dallas County

Security Level: Email, Account Authentication
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Russell Roden

Sent: 10/5/2021 8:46:15 AM

russell.roden@dallascounty.org

Resent: 10/5/2021 8:47:34 AM

Assistant Criminal District Attorney

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/4/2021 4:56:04 PM

ID: df08c355-42d9-4f61-9947-0e8bf958b5ab

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/5/2021 9:46:12 AM

ID: 126ae506-c7bb-4b95-a708-cbb5518b1670

Kirk Cole

Kirk.Cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/4/2021 7:56:49 AM

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In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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<p>Ganesh Shivaramaiyer Ganesh.Shivaramaiyer@dallascounty.org Asst. Director, Finance, Budget & Contracts Dallas County Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/2/2021 5:03:25 PM ID: 509603f1-df94-41cf-a57c-23c437fa6dbf</p> <p>Dawn Ferriter dawn.ferriter@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Caeli Paradise caeli.paradise@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/2/2021 4:43:26 PM ID: c86e69bb-8c0a-48d7-aa2c-9466743e396f</p> <p>CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Rahsaan Drumgoole Rahsaan.Drumgoole@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

Huang Declaration

EXHIBIT C



COURT ORDER 2023-0631

Texas Department of State Health Services Contract No. HHS000812700016 – Amendment No. 3 (IDCU/COVID)

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: May 16, 2023

FUNDING SOURCE: Fund 466; Grants 08792, 08793, 08918, 08919

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 3 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

Done in open Court May 16, 2023 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	Commissioner Dr. Theresa Daniel

Recommended by: Philip Huang, MD, MPH

Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - May 16 2023

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☒ Addendum

**Texas Department of State Health Services Contract No. HHS000812700016 –
 Amendment No. 3 (IDCU/COVID)**

Briefing Date: May 16 2023
Funding Source: Fund 466; Grants 08792, 08793, 08918, 08919
Originating Department: Health and Human Services
Prepared by: Essence Thomas, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 3 to the IDCU/COVID Contract No. HHS000812700016. This amendment adds \$160,925 to the contract for the laboratory activities for the period beginning with the effective date of this amendment through July 31, 2023.

OPERATIONAL IMPACT:

DCHHS will continue performing COVID-19 outbreak responses activities in accordance with the requirements stated in Attachment A-3 (Revised Supplemental Statement of Work) of the contract to include but not limited to: expanding capacity to test all symptomatic individuals, achieving community-based surveillance, screening for past infection and reporting all COVID-19 related testing data daily to DSHS.

FINANCIAL IMPACT:

This amendment adds \$160,925 to the LRN Core A2 budget, which expires on July 31, 2023. Of the total LRN Core A2 funding: \$55,000 is for Equipment; \$21,500 is for Supplies and \$84,425 is for Other. There is no financial impact to Dallas County.

LEGAL IMPACT:

This agreement was reviewed by the Civil Division of the District Attorney's Office. Due to minor but necessary revisions not accepted by DSHS to accurately reflect the amendment to the contract, the District Attorney's Office can't approve the contract as to form. The decision to support this agreement is an operational and business decision dependent upon the recommendation of the supporting Department of Health and Human Services. DCHHS requests that the Commissioners Court makes an exception to approve contract as to form.

From a department standpoint, this contract provides valuable funding for laboratory activities to best serve Dallas County residents through COVID-19 outbreak response activities that must be expended by July 31, 2023.

PROJECT SCHEDULE:

This amendment is effective from date of execution through July 31, 2024.

SBE PARTICIPATION:

N/A

MISSION, VISION, VALUE COMPLIANCE:

This briefing item will enable the Department to deliver professional and exceptional services to promote a thriving community while further improving people's lives.

RECOMMENDATION:

It is recommended that the Commissioners Court does hereby approve Amendment No. 3 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 3 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

ATTACHMENTS:

[Please DocuSign HHS000812700016 Dallas County](#)



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas
County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: IDCU/COVID
Contract Number: HHS000812700016, Amendment No. 3
Contract Amount: \$10,819,175.00
Contract Term: 9/17/2020 – 7/31/2024

Dear Judge Jenkins:

Enclosed is the IDCU/COVID contract amendment between the Department of State
Health Services and Dallas County, Texas, a political subdivision of the State of Texas
on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for COVID-19 outbreak response
activities.

This amendment increases the contract by \$160,925.00 for laboratory activities.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT NO. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **DALLAS COUNTY, TEXAS**, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF **DALLAS COUNTY HEALTH AND HUMAN SERVICES** ("**Grantee**"), collectively referred to as the "Parties" to that certain grant contract for COVID-19 surveillance and enhanced laboratory activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 (“**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work to change the financial status reporting requirement from quarterly to semi-annually; and

WHEREAS, the Parties desire to revise the Budget to add additional funding for COVID-19 outbreak response activities.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION IV, BUDGET**, of the Contract is hereby amended to add **\$160,925.00** to the Contract for the period beginning with the effective date of this Amendment and ending July 31, 2023, for a total not-to-exceed amount of **\$10,819,175.00** for COVID-19 activities.
2. **ATTACHMENT A-1, REVISED STATEMENT OF WORK, SECTION III, INVOICE AND PAYMENT**, is amended and restated in its entirety as follows:

III. INVOICE AND PAYMENT

Grantee shall submit a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in Attachment A-1. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment. Invoices and any supporting documentation will be mailed or submitted by fax or electronic mail to all addresses/number below. Invoices submitted by electronic mail must be emailed to Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov simultaneously.

Department of State Health Services
Claims Processing Unit, MC 1940 1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
Email: Invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

The Financial Status Report (FSR-269A) can be located at: <https://www.dshs.texas.gov/sites/default/files/hivstd/contractor/prev/269-FSR.xlsx>.

Financial Status Report	Period Covered	Due Date
1 st FSR - 269A	09/01/2022 – 02/28/2023	March 31, 2023
2 nd FSR - 269A	03/01/2023 – 08/31/2023	September 29, 2023
3 rd FSR - 269A	09/01/2023 – 02/29/2024	March 29, 2024
4 th FSR - 269A	03/01/2024 – 07/31/2024	September 16, 2024

- C.** Grantee will be paid on a cost reimbursement basis and in accordance with Attachment B-3 of this Contract.

3. **ATTACHMENT B-2, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-3, REVISED BUDGET**.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-3, REVISED BUDGET**.

4. **ATTACHMENT B-3, REVISED BUDGET** is attached to this Amendment No. 3 and incorporated as part of the Contract for all purposes.
5. This Amendment No. 3 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

DocuSigned by:
Kirk Cole
By: 04DD3FAAF59048D...
Name: Kirk Cole
Title: Deputy Commissioner
Date of Signature: May 16, 2023

GRANTEE

DocuSigned by:
Clay Lewis Jenkins
By: C8E5ABD918A443D...
Name: Clay Lewis Jenkins
Title: Dallas County Judge
Date of Signature: May 12, 2023

ATTACHMENT B-3 REVISED BUDGET

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	LRN Core A2 Funding	
Budget Period	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2023	Total
PERSONNEL	\$0.00	\$0.00	\$191,596.00	\$246,126.00	\$0.00	\$437,722.00
FRINGE BENEFITS	\$0.00	\$0.00	\$71,929.00	\$83,658.00	\$0.00	\$155,587.00
TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$281,720.00	\$132,430.00	\$55,000.00	\$469,150.00
SUPPLIES	\$0.00	\$72,847.00	\$1,468,753.00	\$440,897.00	\$21,500.00	\$2,003,997.00
CONTRACTUAL	\$1,481,303.00	\$4,646,282.00	\$486,002.00	\$690,480.00	\$0.00	\$7,304,067.00
OTHER	\$0.00	\$257,500.00	\$0.00	\$19,500.00	\$84,425.00	\$361,425.00
TOTAL DIRECT CHARGES	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,613,091.00	\$160,925.00	\$10,731,948.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00	\$87,227.00	\$0.00	\$87,227.00
TOTAL	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,700,318.00	\$160,925.00	\$10,819,175.00

Certificate Of Completion

Envelope Id: 98404B732B914EA887CB2FE0C96891FD	Status: Completed
Subject: Please DocuSign: HHS000812700016, Dallas County Health and Human Services, Amendment 3	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 167.137.1.7

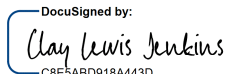
Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
3/16/2023 12:24:11 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events

Clay Lewis Jenkins
 Clay.Jenkins@dallascounty.org
 Dallas County Judge
 Dallas County
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 166.205.58.47
 Signed using mobile

Timestamp

Sent: 5/12/2023 12:47:24 PM
 Viewed: 5/12/2023 12:52:49 PM
 Signed: 5/12/2023 12:53:31 PM

Electronic Record and Signature Disclosure:

Accepted: 5/12/2023 12:52:49 PM
 ID: f1733ca0-4d38-476a-bba9-ece44bf6e9f1

Helen Whittington
 helen.whittington@dshs.texas.gov
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 167.137.1.17

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 Signed: 5/12/2023 1:21:04 PM

Electronic Record and Signature Disclosure:

Accepted: 5/12/2023 1:19:11 PM
 ID: 50b9dc07-fae7-4618-a36d-af170b598cb9

PATTY MELCHIOR
 Patty.Melchior@dshs.texas.gov
 Director, DSHS CMS
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 167.137.1.7

Sent: 5/12/2023 1:21:05 PM
 Viewed: 5/12/2023 2:07:12 PM
 Signed: 5/12/2023 2:07:22 PM

Electronic Record and Signature Disclosure:

Accepted: 5/5/2022 12:43:08 PM
 ID: f01589da-43a7-481e-996a-7c50409e5d48

Kirk Cole
 Kirk.Cole@dshs.texas.gov
 Deputy Commissioner
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 04DD3FAAF59048D...

Signature Adoption: Pre-selected Style
 Using IP Address: 167.137.1.18

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 Signed: 5/16/2023 8:26:33 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Essence Thomas essence.thomas@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/16/2023 12:39:42 PM Viewed: 3/16/2023 1:17:00 PM</p>
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<p>Mario Garcia mario.garcia2@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/16/2023 12:39:43 PM Viewed: 3/16/2023 12:44:19 PM</p>
<p>Saad Mustafa Saad.Mustafa@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/16/2023 12:39:43 PM Viewed: 3/23/2023 12:21:38 PM</p>
<p>Caeli Paradise caeli.paradise@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/19/2023 3:00:25 PM ID: dd5b5b11-5864-4e5f-b437-1bc34c1121c1</p>	COPIED	<p>Sent: 3/16/2023 12:39:42 PM Viewed: 4/12/2023 10:57:10 AM</p>
<p>Barbara Nicholas Barbara.Nicholas@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/5/2023 11:24:31 AM ID: 1b00d551-d3fa-4277-b339-e21169d7b20f</p>	COPIED	<p>Sent: 3/16/2023 12:39:41 PM Resent: 4/12/2023 10:39:07 AM Resent: 5/12/2023 12:47:21 PM Viewed: 5/16/2023 4:48:53 PM</p>
<p>Ganesh Shivaramaiyer Ganesh.Shivaramaiyer@dallascounty.org Deputy Director of Finance & Operations Dallas County Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/5/2023 2:25:47 PM ID: 8e32433e-3fe6-4b41-84e9-a15e8315b797</p>	COPIED	<p>Sent: 3/16/2023 12:39:41 PM Viewed: 5/1/2023 10:58:33 AM</p>

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	5/12/2023 12:47:21 PM
Certified Delivered	Security Checked	5/16/2023 8:25:54 AM
Signing Complete	Security Checked	5/16/2023 8:26:33 AM
Completed	Security Checked	5/16/2023 8:26:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

Huang Declaration

EXHIBIT D



COURT ORDER 2023-1203

Authorize and Approve Amendment No. 4 to the Infectious Disease Prevention Control Unit (IDCU/COVID) Grant Program Contract No. HHS000812700016 between the Texas Department of State Health Services and Dallas County, Texas, on behalf of Dallas County Health and Human Services Department, to provide additional funding for COVID-19 outbreak response activities, surveillance, and enhanced laboratory activities

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: October 17, 2023

FUNDING SOURCE: Fund 466; Grants 08792, 08793, 08918, 08919

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 4 to the Infectious Disease Prevention Control Unit (IDCU/COVID) Grant Program Contract No. HHS000812700016 between the Texas Department of State Health Services and Dallas County, Texas, on behalf of Dallas County Health and Human Services Department, to provide additional funding for COVID-19 outbreak response activities, surveillance, and enhanced laboratory activities and authorize electronic execution of the contract.

Done in open Court October 17, 2023 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Philip Huang, MD, MPH
Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Oct 17 2023

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Authorize and Approve Amendment No. 4 to the Infectious Disease Prevention Control Unit (IDCU/COVID) Grant Program Contract No. HHS000812700016 between the Texas Department of State Health Services and Dallas County, Texas, on behalf of Dallas County Health and Human Services Department, to provide additional funding for COVID-19 outbreak response activities, surveillance, and enhanced laboratory activities

Briefing Date: Oct 17 2023
Funding Source: Fund 466; Grants 08792, 08793, 08918, 08919
Originating Department: Health and Human Services
Prepared by: Essence Thomas, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 4 to the IDCU/COVID Contract No. HHS000812700016. This amendment adds \$690,500.00 to the contract for the laboratory activities for the period beginning with the effective date of this amendment through July 31, 2024.

OPERATIONAL IMPACT:

DCHHS will continue performing COVID-19 outbreak responses activities in accordance with the requirements stated in Attachment A-3 (Revised Supplemental Statement of Work) of the contract to include but not limited to: expanding capacity to test all symptomatic individuals, achieving community-based surveillance, screening for past infection and reporting all COVID-19 related testing data daily to DSHS.

FINANCIAL IMPACT:

This amendment adds \$575,000 to the Epidemiology Expansion budget and \$115,500 to the Laboratory Expansion budget. This is a one-time funding approved for Salesforce Informatica MDM SaaS application for surveillance activities and NGS equipment for enhancing laboratory activities. There is no financial impact to Dallas County.

LEGAL IMPACT:

This agreement was reviewed and approved by the Civil Division of the District Attorney's Office.

PROJECT SCHEDULE:

This amendment is effective from date of execution through July 31, 2024.

SBE PARTICIPATION:

N/A

MISSION, VISION, VALUE COMPLIANCE:

This briefing item will enable the Department to deliver professional and exceptional services to promote a thriving community while further improving people's lives.

RECOMMENDATION:

It is recommended that the Commissioners Court does hereby approve Amendment No. 4 to the Infectious Disease Prevention Control Unit (IDCU/COVID) Grant Program Contract No. HHS000812700016 between the Texas Department of State Health Services and Dallas County, Texas, on behalf of Dallas County Health and Human Services Department, to provide additional funding for COVID-19 outbreak response activities, surveillance, and enhanced laboratory activities and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 4 to the Infectious Disease Prevention Control Unit (IDCU/COVID) Grant Program Contract No. HHS000812700016 between the Texas Department of State Health Services and Dallas County, Texas, on behalf of Dallas County Health and Human Services Department, to provide additional funding for COVID-19 outbreak response activities, surveillance, and enhanced laboratory activities and authorize electronic execution of the contract.

ATTACHMENTS:

[Please DocuSign HHS000812700016 Dallas Coun](#)



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas
County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: IDCU/COVID
Contract Number: HHS000812700016, Amendment No. 4
Contract Amount: \$11,509,675.00
Contract Term: 9/17/2020 – 7/31/2024

Dear Judge Jenkins:

Enclosed is the IDCU/COVID contract amendment between the Department of State
Health Services and Dallas County, Texas, a political subdivision of the State of Texas
on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for COVID-19 outbreak response
activities.

This amendment increases the contract by \$690,500.00 for surveillance and
enhanced laboratory activities.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **DALLAS COUNTY, TEXAS**, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF **DALLAS COUNTY HEALTH AND HUMAN SERVICES** (“**GRANTEE**”), each a “Party” and collectively referred to as the “Parties” to that certain grant contract for COVID-19 surveillance and enhanced laboratory activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Budget to add additional funding for COVID-19 outbreak response activities.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION IV, BUDGET**, of the Contract is hereby amended to add **\$690,500.00** to the Contract for the period beginning with the effective date of this Amendment No. 4 and ending July 31, 2024, for COVID-19 response activities. The total amount of this Contract will not exceed **\$11,509,675.00**.
2. **ATTACHMENT B-3, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-4, REVISED BUDGET**.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-4, REVISED BUDGET**.

3. **ATTACHMENT B-4, REVISED BUDGET** is attached to this Amendment No. 4 and incorporated as part of the Contract for all purposes.
4. This Amendment No. 4 shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.
7. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

DocuSigned by:
Kirk Cole
By: 04DD3FAAF50048D...

Name: Kirk Cole

Title: Deputy Commissioner

Date of Signature: October 18, 2023

GRANTEE

DocuSigned by:
Clay Lewis Jenkins
By: C8E5ABD918A443D

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date of Signature: October 18, 2023

APPROVED AS TO FORM*:

JOHN CREUZOT

DALLAS COUNTY DISTRICT ATTORNEY

Barbara Nicholas, Chief, Civil Division

DocuSigned by:
Barbara Nicholas
By: 0827070E00051A0...

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS, IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

**ATTACHMENT B-4
REVISED BUDGET**

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	LRN Core A2 Funding	
Budget Period	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2023	Total
PERSONNEL	\$0.00	\$0.00	\$191,596.00	\$412,852.00	\$0.00	\$604,448.00
FRINGE BENEFITS	\$0.00	\$0.00	\$71,929.00	\$150,394.00	\$0.00	\$222,323.00
TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$281,720.00	\$538,430.00	\$55,000.00	\$875,150.00
SUPPLIES	\$0.00	\$0.00	\$1,468,753.00	\$78,283.00	\$21,500.00	\$1,568,536.00
CONTRACTUAL	\$1,481,303.00	\$5,551,629.00	\$486,002.00	\$470,044.00	\$0.00	\$7,988,978.00
OTHER	\$0.00	\$0.00	\$0.00	\$19,500.00	\$84,425.00	\$103,925.00
TOTAL DIRECT CHARGES	\$1,481,303.00	\$5,551,629.00	\$2,500,000.00	\$1,669,503.00	\$160,925.00	\$11,363,360.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00	\$146,315.00	\$0.00	\$146,315.00
TOTAL	\$1,481,303.00	\$5,551,629.00	\$2,500,000.00	\$1,815,818.00	\$160,925.00	\$11,509,675.00

Certificate Of Completion

Envelope Id: 96FA7C2937A3413C954A34292C1E96E3

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Signer Events**Signature****Timestamp**

Barbara Nicholas

Barbara.Nicholas@dallascounty.org

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Clay Lewis Jenkins, County Judge

clay.jenkins@dallascounty.org

Dallas County

Security Level: Email, Account Authentication
(None)

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Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kirk Cole

kirk.cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Ganesh Shivaramaiyer Ganesh.Shivaramaiyer@dallascounty.org Deputy Director of Finance & Operations Dallas County Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/19/2023 8:31:56 AM Viewed: 9/19/2023 9:39:19 AM
Caeli Paradise caeli.paradise@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/19/2023 8:31:55 AM
Essence Thomas essence.thomas@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/6/2023 3:42:04 PM Viewed: 10/6/2023 3:42:35 PM
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/19/2023 8:31:56 AM
Envelope Updated	Security Checked	9/26/2023 9:46:51 AM
Envelope Updated	Security Checked	9/26/2023 9:46:51 AM
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Envelope Updated	Security Checked	10/5/2023 4:39:56 PM
Payment Events	Status	Timestamps

Huang Declaration
EXHIBIT E



COURT ORDER 2024-0954

Authorize and approve Amendment No. 6 to the Texas Department of State Health Services Contract No. HHS000812700016 – IDCU/COVID in the amount of \$4,250,347, which increases the total contract amount to \$15,760,022 with No Grant Match Required to continue performing COVID-19 outbreak responses activities

On a motion made by Commissioner John Wiley Price, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: September 3, 2024

FUNDING SOURCE: Fund: 46600 Grant/Project 08792, 08793, 08918 & 08919 and Fund: 12000, Cost Center 5122

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 6 to the Texas Department of State Health Services Contract No. HHS000812700016 – IDCU/COVID in the amount of \$4,250,347, which increases the total contract amount to \$15,760,022 with No Grant Match Required to continue performing COVID-19 outbreak responses activities, and authorize electronic execution of the contract.

Done in open Court September 3, 2024 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Philip Huang, MD, MPH
Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Sep 03 2024

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☒ Addendum

Authorize and approve Amendment No. 6 to the Texas Department of State Health Services Contract No. HHS000812700016 – IDCU/COVID in the amount of \$4,250,347, which increases the total contract amount to \$15,760,022 with No Grant Match Required to continue performing COVID-19 outbreak responses activities

Briefing Date: Sep 3 2024
Funding Source: Fund: 46600 Grant/Project 08792, 08793, 08918 & 08919 and Fund: 12000, Cost Center 5122
Originating Department: Health and Human Services
Prepared by: Essence Thomas, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 6 to the IDCU/COVID Contract No. HHS000812700016. This amendment increases the contract amount by \$4,250,347 for epidemiology, surveillance, and enhanced laboratory outbreak response activities and revises the Statement of Work. Included in the budget is funding for the purchase of lab equipment as shown in Attachment III. Additionally, this amendment revises the budgets and laboratory equipment approved under Amendment No. 5 (Attachments I & II) on May 7, 2024 (Court Order 2024-0471).

Upon approval of the amendment by Commissioners Court, DCHHS will seek approval to authorize the Dallas County Lab Development Partners, LLC to purchase lab equipment for newly constructed lab as described in Attachments I (List 1a), II (List 1b), III (List 2). The approval will enable the purchase of lab equipment more efficiently utilizing specialized equipment planning and purchasing expertise, ensuring better pricing, streamlining coordination, reducing the risk of delays and errors, and timely delivery and installation within the construction schedule.

OPERATIONAL IMPACT:

DCHHS will continue performing COVID-19 outbreak responses activities in accordance with the requirements stated in Attachment A-4 (Revised Supplemental Statement of Work) of the contract to include but not limited to: (i) Strengthening laboratory testing, (ii) Enhancing and expanding laboratory information infrastructures to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites, (iii) Expanding capacity to test all symptomatic individuals, achieving community-based surveillance, screening for past infection and reporting all COVID-19 related testing data daily to DSHS, and (iv) Establishing additional and ongoing surveillance methods for COVID-19 and other conditions of public health significance.

FINANCIAL IMPACT:

This amendment provides an additional \$4,250,347 for the Laboratory Equipment, Disease Surveillance and Investigation System, Allocations for Consulting Services related to Enhancement of Oracle Fusion Financial System, and Staffing and increases the total contract amount to \$15,760,022.

This amendment (No. 6) along with the previous amendment (No. 5) provides for a total of \$3,065,804 for the purchase of lab equipment. This cost includes planning services cost, soft costs and equipment costs as detailed in Attachments I (List 1a), II (List 1b), and III (List 2), which allows Dallas County to procure equipment through a contractor. Of this \$2,900,219 will be funded through Fund: 46600 Grant/Project 08792, 08793, 08918 & 08919 and \$165,585 through Fund: 12000, Cost Center 5122. There is no matching requirement for this contract and no financial impact to Dallas County.

LEGAL IMPACT:

This Amendment was discussed with the Civil Division of the District Attorney's office.

PROJECT SCHEDULE:

This contract is effective from date of execution through July 31, 2026.

SBE PARTICIPATION:

N/A

MISSION, VISION, VALUE COMPLIANCE:

This briefing item will enable the Department to deliver professional and exceptional services to promote a thriving community while further improving people's lives.

RECOMMENDATION:

It is recommended that the Commissioners Court does hereby approve Amendment No. 6 to the Texas Department of State Health Services Contract No. HHS000812700016 – IDCU/COVID in the amount of \$4,250,347, which increases the total contract amount to \$15,760,022 with No Grant Match Required to continue performing COVID-19 outbreak responses activities, and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 6 to the Texas Department of State Health Services Contract No. HHS000812700016 – IDCU/COVID in the amount of \$4,250,347, which increases the total contract amount to \$15,760,022 with No Grant Match Required to continue performing COVID-19 outbreak responses activities, and authorize electronic execution of the contract.

ATTACHMENTS:

[Attachemnt I \(List 1a\)](#)

[Attachemnt II \(List 1b\)](#)

[Attachemnt III \(List 2\)](#)

Please DocuSign HHS000812700016 Dallas Cou

Attachment I

LAB EQUIPMENT - LIST NO. 1A

Description of Item	Purpose & Justification	Number of Units	DSHS Approved Budget	Quoted Price	Variance	Soft Cost	DCLDP Soft Cost	Total Line Item Cost
Two (2) Autoclaves	To ensure sealed laboratory environments are maintained as needed.	2	\$300,000.00	\$428,080.00	-\$128,080.00	\$37,505.00	\$0.00	\$465,585.00
GRAND TOTAL			\$300,000.00	\$428,080.00	-\$128,080.00	\$37,505.00	\$0.00	\$465,585.00

*Highlighted amounts have not yet been confirmed by vendor.

Attachment II

LAB EQUIPMENT - LIST NO. 18

Description of Item	Purpose & Justification	Number of Units	DSHS Approved Budget	Quoted Price	Variance	Soft Cost	DCLDP Soft Cost	Total Line Item Cost
Hologic Panther Instrumentation	COVID PCR testing Instrumentation	1	\$165,000.00	\$145,000.00	\$20,000.00	\$12,703.45	\$6,308.14	\$164,011.59
Roche MagNaPure 96 Instrument IVD plus extraction 1 year warranty(\$90,000.00 purchase + \$15,000.00 1 years extra warranty)	High Throughput extraction use for COVID during Pandemic	1	\$108,000.00	\$95,000.00	\$13,000.00	\$8,322.95	\$4,132.92	\$107,455.87
2100 Bioanalyzer Instrument	Next-generation sequencing (NGS) enables complete genome sequencing of SARS-CoV-2 (the coronavirus responsible for COVID-19). The Bioanalyzer allows the laboratory to identify defective or incorrectly prepared samples prior to more downstream, labor intensive, and costly bioinformatical workflows. Without this equipment the sequencing core facility at DCHHS would need to pay per sample (\$50 per sample, \$100 for 10 samples) to have our sequencing samples sent and analyzed at UT Southwestern genome core facility, drastically impacting turn-around time and autonomy. In order to maximize the value and effectiveness of the proposed DCHHS sequencing core facility, we highly recommend the purchase of this equipment.	1	\$42,000.00	\$37,000.00	\$5,000.00	\$3,241.57	\$1,609.66	\$41,851.23
One (1) Mass Spectrometry Diagnostic Tool - MALDI Biotyper	System for rapid microbial identification	1	\$350,000.00	\$308,490.00	\$41,510.00	\$27,026.81	\$13,420.67	\$348,937.48
Six (6) CO2 Incubators	To maintain optimal cell growth at a constant temperature for laboratory use	6	\$92,000.00	\$81,200.00	\$10,800.00	\$7,113.93	\$3,532.56	\$91,846.49
One (1) PCR Hood/Laminar Flow - EriLab, Captain-Bio 320	UV decontamination workstation to prevent biological cross-contamination	1	\$17,000.00	\$15,000.00	\$2,000.00	\$1,314.15	\$652.57	\$16,966.72
Two (2) Freezers (-80degC Freezer)	Laboratory freezers are needed to ensure that proper control of reagents and patient specimens can be stored at the conditions required by the test manufacturer and by CLIA requirements.	2	\$30,000.00	\$25,000.00	\$5,000.00	\$2,190.25	\$1,087.61	\$28,277.86
One (1) Ported VHP Machine	Sterilization of reusable medical devices for bio decontamination	1	\$82,000.00	\$72,000.00	\$10,000.00	\$6,307.92	\$3,132.32	\$81,440.24
One (1) Refrigerator	A laboratory refrigerator is needed to ensure that proper control of reagents and patient specimens can be stored at the conditions required by the test manufacturer and CLIA requirements.	1	\$10,000.00	\$8,000.00	\$2,000.00	\$700.88	\$348.04	\$9,048.92
One (1) Applied Biosystems (ABI) 7500 DX	Dallas County's LRN needs two new ABI 7500 Dx for replacements of two older 7500 Dx that are consistently breaking down. These ABI 7500 Dx will be used for LRN and COVID protocols.	1	\$70,000.00	\$61,000.00	\$9,000.00	\$5,344.21	\$2,653.77	\$68,997.98
One (1) Benchtop Sequencing System	Dallas County's LRN needs a benchtop sequencing system with integrated real-time data processing for COVID and other respiratory viruses. Integrated, high-performance data processing will alleviate the need for complex IT infrastructure.	1	\$115,000.00	\$98,000.00	\$17,000.00	\$8,585.78	\$4,263.43	\$110,849.21
MinION CapEx	Sequencing device/platform will help lab set up, develop and validate the workflow for our COVID samples and eventually increase capabilities for handling multiple projects.	1	\$13,000.00	\$10,746.00	\$2,254.00	\$941.46	\$467.50	\$12,154.96
One (1) Biosafety Cabinet - IIA2	Air filtration system for to provide personnel, product, and environmental protection	1	\$13,570.00	\$11,705.00	\$1,865.00	\$1,085.56	\$6,619.54	\$19,410.10
One (1) Biosafety Cabinet - IIB2	Air filtration system for higher level personnel, product, and environmental protection for agents that require Biosafety Level 1, 2 or 3 containment.	1	\$17,000.00	\$14,200.00	\$2,800.00	\$1,244.06	\$617.76	\$16,061.82
One (1) Mycobacteria Culture System - BD BACTEC MGIT 960	System for detecting mycobacteria growth in clinical specimens	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Three (3) PCR Hood/Laminar Flow - CaptainFlow 391 CleanAir Enclosure	High-efficiency filtration system to provide a clean, dust free, work area to prevent environmental pollution and cross-contamination	3	\$24,000.00	\$21,000.00	\$3,000.00	\$1,839.81	\$913.59	\$23,753.40
Four (4) Cepheid GeneXpert	PCR testing system	4	\$65,000.00	\$57,000.00	\$8,000.00	\$4,993.77	\$2,479.75	\$64,473.52
Eight (8) Eyewash/Shower Stations	For emergency decontamination	8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LAB EQUIPMENT TOTAL COST			\$1,213,570.00	\$1,060,341.00	\$153,229.00	\$92,956.56	\$52,239.82	\$1,205,537.38

Lab Equipment Planning Services								
Lab Equipment Planning Service	Construction Administration	1	\$25,000.00	\$21,980.00	\$21,980.00	\$1,925.67	\$956.23	\$24,861.89
Lab Equipment Planning Service	Procurement	1	\$50,700.00	\$44,820.00	\$44,820.00	\$3,926.68	\$1,949.87	\$50,696.55
Lab Equipment Planning Service	Full Service Procurement	1	\$21,720.00	\$19,200.00	\$19,200.00	\$1,682.11	\$835.28	\$21,717.40
Lab Equipment Planning Service	Existing Equipment Inventory	1	\$1,700.00	\$1,500.00	\$1,500.00	\$131.42	\$65.26	\$1,696.67
LAB PLANNING TOTAL COST			\$99,120.00	\$87,500.00	\$87,500.00	\$7,665.88	\$3,806.64	\$98,972.51
GRAND TOTALS			\$1,312,690.00	\$1,147,841.00	\$240,729.00	\$100,622.43	\$56,046.45	\$1,304,509.89

Attachment III

LAB EQUIPMENT - LIST NO. 2

Description of Item	Purpose & Justification	Number of Units	DSHS Approved Budget	Quoted Price	Variance	Soft Cost	BCLDP Soft Cost	Total Line Item Cost
Effluent Tank (BSL3)	The effluent tank is essential for containing and treating all liquid waste generated in the laboratory. All liquid waste is treated prior to disposing down drains. The effluent tank system will be equipped to neutralize harmful biological agents, thus preventing environmental contamination.	2	\$45,250	\$40,000	\$5,250	\$3,504	\$1,740	\$45,245
Environmental Monitoring System	An automated monitoring system of vital laboratory equipment such as refrigerators, incubators, and laboratory testing areas and storage. The monitoring system will monitor all vital laboratory equipment and storage 24/7 with immediate notification reaching senior staff.	1	\$56,556	\$50,000	\$6,556	\$4,381	\$2,175	\$56,556
Accessioning Double Door Refrigerator	Laboratory refrigerators are needed to ensure proper temperatures are maintained for reagents and patient specimens as required by the test manufacturer and CLIA, per regulations. Reagents will be stored in their own refrigerator while patient specimens will be stored in one separate from reagents.	7	\$67,305	\$59,500	\$7,805	\$5,213	\$2,589	\$67,301
Biosafety Hood	The safety cabinets are an enclosed, ventilated laboratory workspace for safety working with materials contaminated with pathogens requiring a defined biosafety level. The cabinets will be used for work with minute quantities of non-flammable or nonexplosive volatile toxic chemicals agents, biological particles will be exhausted through a functioning exhaust canopy or thimble. The cabinets will be used for STI, TB, Bioterrorism and Microbiology processing.	1	\$0	\$0	\$0	\$0	\$0	\$0
Chemical Fume Hood	Ventilation device that is designed to limit exposure to hazardous and or toxic fumes, vapors, and dusts. The chemical fume hood will be utilized in the chemistry department.	2	\$45,250	\$40,000	\$5,250	\$3,504	\$1,740	\$45,245
Liquid Handler	Automated pipetting machine for sample extraction and or molecular PCR analytical pipetting. The liquid handler will reduce the time for extraction and pipetting through automation thereby increasing turnaround time.	2	\$158,360	\$140,000	\$18,360	\$12,265	\$6,091	\$158,356
QuantStudio	FDA approved instrument is needed for testing select agents to include Influenza and other infectious agents per LRN, CDC, FDA, FERN protocols.	1	\$268,075	\$237,000	\$31,075	\$20,764	\$10,311	\$268,074
Refrigerated Centrifuge	The centrifuge will be utilized to spin biological specimens at very high centrifugal force to pellet specimen for processing. Due to the high centrifugal force used, a refrigerated centrifuge is necessary so the organism that is being spun down at such high rates of speed protects the organism from contamination such as Tuberculosis.	2	\$24,890	\$22,000	\$2,890	\$1,927	\$957	\$24,885
-80degC Freezer	Low energy upright low temperature freezer is needed to ensure proper storage of RNA viral agents as well as other sensitive biological agents what will otherwise be destroyed if stored in a regular laboratory freezer. The reagents and patient specimens will be stored at these conditions per SOP protocol.	1	\$14,705	\$13,000	\$1,705	\$1,139	\$566	\$14,704
Rotator	Rotator will be used to rotate (without shaking) cards for particulate examination.	1	\$7,465	\$6,600	\$865	\$578	\$287	\$7,465
Triple Door Refrigerator	Laboratory refrigerators are needed to ensure proper temperatures are maintained for reagents and patient specimens as required by the test manufacturer and CLIA, per regulations. Reagents will be stored in their own refrigerator while patient specimens will be stored in one separate from reagents.	1	\$12,445	\$11,000	\$1,445	\$964	\$479	\$12,442
Double Door Refrigerator	Laboratory refrigerators are needed to ensure proper temperatures are maintained for reagents and patient specimens as required by the test manufacturer and CLIA, per regulations. Reagents will be stored in their own refrigerator while patient specimens will be stored in one separate from reagents.	1	\$9,615	\$8,500	\$1,115	\$745	\$370	\$9,614
Carbon Dioxide Manifold System	The CO2 manifold system will allow multiple connections of CO2 tanks to be connected to one central unit, thus allowing an easier and more efficient way to disseminate CO2 to incubators opposed to having an individual change out each CO2 tank. As one tank empties another tank, next in line, is automatically engaged with CO2. This will allow an endless amount of CO2.	1	\$10,000	\$0	\$10,000	\$0	\$0	\$0
MagNa Pure 96 Extractor	MagNa Pure extractors will be used to extract organisms prior to molecular testing. The automated extractors will allow for quicker processing and faster turnaround times.	2	\$214,910	\$190,000	\$24,910	\$16,646	\$8,266	\$214,912
Freezer	Laboratory freezer will be utilized for samples and reagents that need storage greater than -20C but less than 2°C.	1	\$11,315	\$10,000	\$1,315	\$876	\$435	\$11,311
Refrigerated Centrifuge	The centrifuge will be utilized to spin biological specimens at very high centrifugal force to pellet specimen for processing. Due to the high centrifugal force used, a refrigerated centrifuge is necessary so the organism that is being spun down at such high rates of speed protects the organism from contamination such as tuberculosis.	1	\$24,885	\$22,000	\$2,885	\$1,927	\$957	\$24,885
Class 2 Biosafety Hoods	The safety cabinets are an enclosed, ventilated laboratory workspace for safety working with materials contaminated with pathogens requiring a defined biosafety level. The cabinets will be used for work with minute quantities of non flammable or non-explosive volatile toxic chemicals agents, biological particles will be exhausted through a functioning exhaust canopy or thimble. The cabinets will be used for STI, TB, Bioterrorism and Microbiology processing.	2	\$35,300	\$31,206	\$4,094	\$2,734	\$1,358	\$35,298
Freezer for NGS Sample Storage	Laboratory freezers will be needed to ensure proper controls of NGS reagents, they will be stored at conditions required by the test manufacturer and as stipulated by CLIA.	1	\$22,625	\$20,000	\$2,625	\$1,752	\$870	\$22,622
Steris Autoclave	Steris Autoclave will provide a biological barrier to prevent passage of airborne microorganism from one work area to another and to decontaminate all effluents from the sterilizer chamber prior to discharge to drain.	1	\$0	\$0	\$0	\$0	\$0	\$0
Victor Nivo	The Victor Nivo Microplate Reader is an approved piece of equipment for the Laboratory Response Network (LRN) Environmental Letter assay protocol. The Victor Nivo is used to identify Ricin toxin which may be embedded in white powder letters. The Victor Nivo Microplate Reader is used for everyday biochemical and cell based assays, it measures at any wavelength. The software interface is easy and allows control of the instrument from almost any device.	1	\$66,410	\$58,710	\$7,700	\$5,144	\$2,554	\$66,408

Double Door Refrigerator	Laboratory refrigerators are needed to ensure proper temperatures are maintained for reagents and patient specimens as required by the test manufacturer and CLIA, per regulations. Reagents will be stored in their own refrigerator while patient specimens will be stored in one separate from reagents.	2	\$19,230	\$17,000	\$2,230	\$1,489	\$740	\$19,229
-80degC Freezer	Low energy upright low temperature freezer is needed to ensure proper storage of RNA viral agents as well as other sensitive biological agents what will otherwise be destroyed if stored in a regular laboratory freezer. The reagents and patient specimens will be stored at these conditions per SOP protocol.	1	\$14,705	\$13,000	\$1,705	\$1,139	\$566	\$14,704
Triple Door Refrigerator	Laboratory refrigerators are needed to ensure proper temperatures are maintained for reagents and patient specimens as required by the test manufacturer and CLIA, per regulations. Reagents will be stored in their own refrigerator while patient specimens will be stored in one separate from reagents.	1	\$12,445	\$11,000	\$1,445	\$964	\$479	\$12,442
Victor 4 TRF	The Victor 4 will be used to process Ricin per LRN protocols.	1	\$0	\$0	\$0	\$0	\$0	\$0
Centrifuge	The centrifuge will be utilized to spin biological specimens at very high centrifugal force to pellet specimen for processing.	1	\$11,354	\$10,000	\$1,354	\$876	\$435	\$11,311
Twelve (12) Biosafety Cabinet - IIA2	Air filtration system for to provide personnel, product, and environmental protection	12	\$152,700.00	\$140,455.00	\$12,245.00	\$12,245.00	\$0.00	\$152,700.00
Biosafety Cabinet	The safety cabinets are an enclosed, ventilated laboratory workspace for safety working with materials contaminated with pathogens requiring a defined biosafety level. The cabinets will be used for work with minute quantities of non-flammable or non-explosive volatile toxic chemicals agents, biological particles will be exhausted through a functioning exhaust canopy or thimble. The cabinets will be used for STI, TB, Bioterrorism and Microbiology processing.	2	\$0	\$0	\$0	\$0	\$0	\$0
Lab Equipment Services	Beck Lab Eq team to develop proposal with different levels of involvement for list 2 specifically	1						
GRAND TOTALS			\$1,305,795	\$1,150,971	\$154,824	\$100,776	\$43,962	\$1,295,709



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas
County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: Contract Number: HHS000812700016, Amendment No. 6
Contract Amount: \$15,760,022.00
Contract Term: 9/17/2020 – 7/31/2026

Dear Judge Jenkins:

Enclosed is Amendment No. 6 to the outbreak response contract between the
Department of State Health Services and Dallas County, Texas, a political subdivision
of the State of Texas on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for epidemiology, surveillance, and
enhanced laboratory outbreak response activities.

This amendment increases the contract by \$4,250,347.00 for outbreak response
activities and revises the Statement of Work.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT NO. 6**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("SYSTEM AGENCY" or "**DSHS**") and **DALLAS COUNTY, TEXAS**, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF **DALLAS COUNTY HEALTH AND HUMAN SERVICES** ("**GRANTEE**"), each a "Party" and collectively referred to as the "Parties" to that certain grant contract for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work; and

WHEREAS, the Parties desire to revise the Budget to add additional funding for SARS-CoV-2 outbreak response activities.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION IV, BUDGET**, of the Contract is hereby amended to add **\$4,250,347.00** to the Contract for the period beginning with the effective date of this Amendment No. 6 and ending July 31, 2026, for SARS-CoV-2 outbreak response activities. The total amount of this Contract will not exceed **\$15,760,022.00**.
2. **ATTACHMENT A-1, REVISED STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-4, REVISED STATEMENT OF WORK**, which is attached to this Amendment and incorporated as part of the Contract for all purposes.
3. **ATTACHMENT A-3, REVISED SUPPLEMENTAL STATEMENT OF WORK**, is deleted in its entirety.
4. **ATTACHMENT B-4, REVISED BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-5, REVISED BUDGET**, which is attached to this Amendment and incorporated as part of the Contract for all purposes.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-5, REVISED BUDGET**.

5. **ATTACHMENT A-4, REVISED STATEMENT OF WORK** is attached to this Amendment No. 6 and incorporated as part of the Contract for all purposes.
6. **ATTACHMENT B-5, REVISED BUDGET**, is attached to this Amendment No. 6 and incorporated as part of the Contract for all purposes.
7. This Amendment No. 6 shall be effective as of the date last signed below.
8. Except as amended and modified by this Amendment No. 6, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

DSHS Contract No. HHS000812700016

Amendment No. 6

Page 1 of 3

9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 6
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

Signed by:
Kirk Cole
By: 04DD3FAAF59048D...
Name: Kirk Cole
Title: Deputy Commissioner

Date of Signature: September 5, 2024

GRANTEE

Signed by:
Clay Lewis Jenkins
By: C8E5ADD918A443D...
Name: Clay Lewis Jenkins
Title: Dallas County Judge

Date of Signature: September 4, 2024

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

Chong Choe, Assistant District Attorney

Signed by:
Chong Choe
By: D71B50F6771840F...

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS, IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

**ATTACHMENT A-4
REVISED STATEMENT OF WORK**

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities as submitted in their DSHS approved budgets for this specific funding Contract period. COVID-funded laboratory, surveillance, epidemiology, and informatics personnel may work on other respiratory pathogens and syndromes more broadly, in addition to SARS-CoV-2 and COVID-19, as long as COVID-19 testing or surveillance is included in the effort. In this Statement of Work where COVID-19 is referenced, it will now include other respiratory pathogens and syndromes. All activities must be listed below to be approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this Contract funding period are as follows:

A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures after 8/31/2021.
4. Build expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

B. Strengthen Laboratory Testing

1. Establish or expand capacity to test for SARS-CoV-2/COVID-19 quickly, accurately and safely and build infectious disease preparedness for future novel

- coronavirus and other events involving other pathogens with potential for broad community spread.
- a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
 - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen, etc.) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.
 - c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
 - d. Build local capacity for testing of SARS-CoV-2/COVID-19 including within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
 - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
 - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must be able to establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

C. Advance Electronic Data Exchange at Public Health Labs

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
 - a. Employ a well-functioning Laboratory Information Management System (LIMS) to support efficient data flows within the Public Health Laboratory (PHL) and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

Note: If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation. Completion of the implementation plan is DSHS verifying that the submitted electronic laboratory reporting (ELR) feeds

have been successfully processed in National Electronic Disease Surveillance System (NEDSS).

- b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS are covered through dedicated staff.
- c. Interface diagnostic equipment to directly report laboratory results into LIMS.

D. Improve Surveillance and Reporting of Electronic Health Data

1. Establish complete, up-to-date, timely reporting to DSHS of outbreaks and unusual expression of disease (e.g., multi-system inflammatory syndrome, acute flaccid myelitis, etc.) due to COVID-19 and other emerging infections which impact conditions of public health significance by:
 - a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases; and
 - b. Monitoring changes to activity trends (weekly, possibly daily) of COVID-19 and other conditions of public health significance at the county or Zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
3. At the health department, enhance capacity to work with testing facilities to onboard and improve ELR, including to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate where appropriate.
4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - a. Expand reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use this data to monitor facilities with confirmed cases of SARS-CoV-2/COVID-19 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring SARS-CoV-2/COVID-19 cases and COVID-like illness among staff or residents.
 - b. Increase Admit, Discharge, Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.

- c. Track and send Emergency Department and outpatient visits for coronavirus (COVID)-like illness, as well as other illnesses, to Texas Syndromic Surveillance System (TxS2).
5. Establish or improve systems to ensure complete, accurate and timely data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

Note: Use of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- a. In the event of a COVID-19-associated outbreak, a local health department should notify DSHS of the outbreak as soon as possible, by calling 512-776-7676 or emailing EAIDU-Coronavirus@dshs.texas.gov.
 - b. In the event of a COVID-19-associated outbreak, a DSHS Respiratory Outbreak Form along with a line listing of cases, if possible, should be completed and submitted to EAIDU within seven days of outbreak resolution via EAIDU-Coronavirus@dshs.texas.gov or by fax at 512-776-7616.
 - c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

E. Use Laboratory Data to Enhance Investigation, Response and Prevention

1. Use laboratory data to initiate and conduct outbreak and/or unusual expression of disease investigation and public health follow-up activities and implement containment measures.
 - a. Conduct necessary outbreak investigation and public health follow-up activities. Activities may include traditional case investigation for cases associated with an outbreak and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings. Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures beyond 8/31/2021.
 - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
 - c. Assist in identifying facilities that are not submitting data through ELR. Provide these facilities with information on the ELR onboarding process and the appropriate contact information of DSHS team who can onboard the

facility to have their data be reported electronically and no longer sent by fax. Also provide the names of these facilities to the DSHS team.

2. Identify cases associated with an outbreak, and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities, etc.).
 - c. Monitor cases associated with an outbreak, and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, prisons, youth homes, shelters).
 - d. Work with DSHS to build capacity for reporting, rapid containment and prevention of SARS-CoV-2/COVID-19 within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

Note: Utilization of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate),

Note: These additional resources are intended to be directed toward testing, outbreak investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID-19 testing, and other related activities related to COVID-19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network (NHSN) at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
 - b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
 - c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
 - d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
 - e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).
- F. Work with healthcare system to manage and monitor system capacity.**
1. Assess and monitor the number and availability of critical care staff, necessary personal protective equipment (PPE) and potentially life-saving medical equipment, as well as access to testing services.
 2. Leverage NHSN data to **monitor** healthcare worker staffing, Patient Impact, Hospital Capacity, and healthcare supplies (PPE, PAPRs, ventilators, etc.). Grantee will request access to the NHSN database within thirty (30) days of the execution of this Contract or within thirty (30) days of hire for the position completing the data entry. Upon access approval, Grantee will review available NHSN data (at least monthly) to assess gaps in the healthcare system.
- G. Improve understanding of jurisdictional communities with respect to COVID-19 risk.** Grantee must build an understanding of population density and high-risk population density (i.e., population of >65 yrs., proportion of population with underlying conditions, households with limited English fluency, healthcare-seeking behavior, populations without insurance and those below poverty level).
- H. Submit a quarterly report on the report template to be provided by DSHS.** Quarterly reports are due on or before the 15th of the month following the end of the quarter. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, Subsections A through G. Submit quarterly reports by electronic mail to COVID.Contracts@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name, Contract Number, IDCU/COVID and the quarter the report covers.
- I. May use funds to pay pre-award costs which date back to January 20, 2020, that are directly related to the COVID-19 outbreak response.** All pre-award costs must be approved in writing by DSHS.

- J.** Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. In addition, funds are not used to advertise or to promote COVID-19 vaccinations. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. 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;
 2. 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 act or Executive order proposed or pending before any legislative body;
 3. New incentive requests, new requests to purchase vehicles, furniture, and new requests for construction will no longer be supported. The allowance of these purchases was uniquely given during the pandemic, but they are not allowed under routine operations; and
 4. Grantee shall ensure funds are not used to advertise or to promote COVID-19 vaccinations.
- K.** 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.
- L.** Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshtexas.gov by email not later than October 15 of each year.
- M.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- N.** At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- O.** DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized, until an amendment is executed by the Parties.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A-4 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee shall submit to DSHS a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in this Statement of Work. Invoices and supporting documentation must be submitted to DSHS in accordance with Table 1, Invoice Submission Schedule.
- B. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must

submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment. Invoices and all supporting documentation must be submitted by mail, fax, or email.

1. If by mail, Grantee shall submit to:
Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
2. If by fax, Grantee shall submit to (512) 458-7442.
3. If by email, Grantee shall submit to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

Table 1: Invoice Submission Schedule	
Period Covered	Due Date
September 1st through September 30th	October 31st
October 1st through October 31st	November 30th
November 1st through November 30th	December 31st
December 1st through December 31st	January 31st
January 1st through January 31st	February 28th (or February 29th in leap year)
February 1st through February 28th (or February 29th in leap year)	March 31st
March 1st through March 31st	April 30th
April 1st through April 30th	May 31st
May 1st through May 31st	June 30th
June 1st through June 30th	July 31st
July 1st through July 31st	August 31st
August 1st through August 31st	September 30th
Final Close-out Invoice	Due Date
August 1st through August 31st	September 30th

- C. Grantee shall submit the Financial Status Report (FSR-269A) twice per fiscal year as outlined in Table 2, FSR Submission Schedule. Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and CMSInvoices@dshs.texas.gov. Grantee shall submit the final financial status report no later than thirty (30) days following the end of the Contract term.

Table 2: FSR Submission Schedule	
Period Covered	Due Date
September 1st through February 28th (or February 29th in leap year)	March 31st
Final Financial Status Report March 1st through August 31st	September 30th

- D.** Grantee will be paid on a cost reimbursement basis and in accordance with the budget for the corresponding year under this Contract.

**ATTACHMENT B-5
REVISED BUDGET**

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	LRN CORE A2 Funding	
Budget Period	Expires July 31, 2026	Expires July 31, 2026	Expires July 31, 2026	Expires July 31, 2026	Expires July 31, 2023	Contract Total
Personnel	\$0.00	\$0.00	\$204,549.00	\$895,012.00	\$0.00	\$1,099,561.00
Fringe Benefits	\$0.00	\$0.00	\$78,446.00	\$315,055.00	\$0.00	\$393,501.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$1,140,000.00	\$1,841,385.00	\$55,000.00	\$3,036,385.00
Supplies	\$0.00	\$0.00	\$905,942.00	\$227,036.00	\$21,500.00	\$1,154,478.00
Contractual	\$1,481,303.00	\$7,379,170.00	\$171,063.00	\$733,713.00	\$0.00	\$9,765,249.00
Other	\$0.00	\$0.00	\$0.00	\$19,500.00	\$84,425.00	\$103,925.00
Total Direct	\$1,481,303.00	\$7,379,170.00	\$2,500,000.00	\$4,031,701.00	\$160,925.00	\$15,553,099.00
Indirect Charges	\$0.00	\$0.00	\$0.00	\$206,923.00	\$0.00	\$206,923.00
Total	\$1,481,303.00	\$7,379,170.00	\$2,500,000.00	\$4,238,624.00	\$160,925.00	\$15,760,022.00

Huang Declaration

EXHIBIT F



COURT ORDER 2022-0420

Texas Department of State Health Services Contract No. HHS000812700016 - Amendment No. 2 (IDCU-COVID-19)

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: April 19, 2022

FUNDING SOURCE: 08792, 08793, 08918 & 08919

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 2 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU-COVID) and authorize electronic execution of the Contract.

Done in open Court April 19, 2022 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Philip Huang, MD, MPH

Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Apr 19 2022

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

**Texas Department of State Health Services Contract No. HHS000812700016 -
Amendment No. 2 (IDCU-COVID-19)**

Briefing Date: Apr 19 2022
Funding Source: 08792, 08793, 08918 & 08919
Originating Department: Health and Human Services
Prepared by: Britnee Rosales, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 2 to the IDCU-COVID-19 Contract No. HHS000812700016. This amendment is a no-cost extension that revises the termination date of the Contract to July 31, 2024.

OPERATIONAL IMPACT:

DCHHS will continue performing COVID-19 outbreak response activities in accordance with the requirements stated in Attachment A-3 (Revised Supplemental Statement of Work) of the Contract.

FINANCIAL IMPACT:

N/A

LEGAL IMPACT:

The Commissioners Court must approve Amendment No. 2 to the IDCU-COVID-19 Contract No. HHS000812700016 and authorize electronic execution of the Contract.

PROJECT SCHEDULE:

This amendment is effective from date of execution through July 31, 2024.

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

Recommendations included in this briefing are consistent with the Dallas County Administrative Plan, Vision 2: Dallas County is a healthy community.

RECOMMENDATION:

Approve Amendment No. 2 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU-COVID) and authorize electronic execution of the Contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 2 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU-COVID) and authorize electronic execution of the Contract.

ATTACHMENTS:

[PDFDOC~1](#)



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of
Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: IDCU/COVID
Contract Number: HHS000812700016, Amendment No. 2
Contract Amount: \$10,658,250.00
Contract Term: 9/17/2020 – 7/31/2024

Dear Judge Jenkins:

Enclosed is the IDCU/COVID contract amendment between the Department of State Health Services and Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for COVID-19 outbreak response activities.

This amendment extends the end of the contract term to July 31, 2024.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **DALLAS COUNTY, TEXAS, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES ("Grantee")**, who are collectively referred to herein as the "Parties," to that certain grant contract for COVID-19 activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to revise the Budget; and

WHEREAS, the Parties wish to add Attachment J, Indirect Cost Rate Agreement, to the Contract.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a revised termination date of July 31, 2024.
2. **SECTION IV** of the Contract, **BUDGET**, is hereby deleted in its entirety and replaced with the following language:

The total amount of this Contract will not exceed **\$10,658,250.00** for COVID-19 response activities through July 31, 2024. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-2, REVISED BUDGET**.

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B-2, REVISED BUDGET** and the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT J**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Contract will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

3. **ATTACHMENT A-2** of the Contract, **SUPPLEMENTAL STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-3, REVISED SUPPLEMENTAL STATEMENT OF WORK**.
4. **ATTACHMENT B-1** of the Contract, **REVISED BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET**.
5. **ATTACHMENT J, INDIRECT COST RATE AGREEMENT**, is hereby attached to the Contract and incorporated therein.
6. This Amendment No. 2 shall be effective as of the date last signed below.
7. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

DocuSigned by:
Kirk Cole
By: 04DD3FAAF59048D...
Name: Kirk Cole
Title: Deputy Commissioner

Date of Execution: April 26, 2022

GRANTEE

DocuSigned by:
Clay Lewis Jenkins
By: C8F5ABD918A443D...
Name: Clay Lewis Jenkins
Title: Dallas County Judge

Date of Execution: April 21, 2022

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

Russell Roden, Chief, Civil Division

DocuSigned by:
Russell Roden
By: D8D0507EE44C468...

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-3 - REVISED SUPPLEMENTAL STATEMENT OF WORK
ATTACHMENT B-2 - REVISED BUDGET
ATTACHMENT J - INDIRECT COST RATE AGREEMENT

ATTACHMENT A-3
REVISED SUPPLEMENTAL STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform activities as submitted in their DSHS approved budgets for this specific funding Contract period. All activities must be listed below to be approved for this funding and any additional activities not listed in the approved budget must be submitted for DSHS consideration and approval. The activities for this Contract funding period are as follows:

A. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity, including:

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, quality management, inventory management, specimen management, diagnostic and surveillance testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including case investigation and public health follow-up activities) and other emerging infections and conditions of public health significance. This should include staff who can address unique cultural needs of those at higher risk for COVID-19. Grantee may not incur COVID-19 contact tracing or contact tracing call center expenditures after 08/31/2021.
4. Build expertise to support management of the COVID-19-related activities within the jurisdiction and integrate into the broader Epidemiology and Laboratory Capacity (ELC) portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other emerging coronavirus and other infections and conditions of public health significance.

B. Strengthen Laboratory Testing

1. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 and build infectious disease preparedness for future coronavirus and other events involving other pathogens with potential for broad community spread.
 - a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
 - b. Strengthen ability to rapidly respond to testing (e.g., nucleic acid amplification test [NAAT], antigen, etc.) as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in

testing demand in a timely manner. Laboratory Response Networks (LRNs) and Local Health Departments (LHDs) with laboratories are strongly encouraged to diversify their testing platforms to enable them to pivot depending on reagent and supply availabilities.

- c. Perform serology testing with an FDA Emergency Use Authorization (EUA) authorized serological assay as appropriate to respond to emerging pandemics in order to conduct surveillance for past infection and monitor community exposure.
 - d. Build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
 - e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.
 - f. Laboratories and LRNs are encouraged to implement new technologies to meet local needs.
 - g. Augment or add specificity to existing laboratory response plans for future coronavirus and other outbreak responses caused by an infectious disease. Provider must be able to establish a plan to maintain the activity when the funds are no longer available. This is an optional activity.
2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 by ensuring public/private laboratory testing providers have access to biosafety resources for SARS-CoV-2 specimen collection and/or testing.

C. Advance Electronic Data Exchange at Public Health Labs

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting with DSHS.
 - a. Employ a well-functioning Laboratory Information Management System (LIMS) to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.

Note: If implementing new or replacement systems, develop an implementation plan, including appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation. Completion of the implementation plan is DSHS verifying that the submitted electronic laboratory reporting (ELR) feeds have been successfully processed in National Electronic Disease Surveillance System (NEDSS).

- b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS are covered through dedicated staff.
 - c. Interface diagnostic equipment to directly report laboratory results into LIMS.

D. Improve Surveillance and Reporting of Electronic Health Data

1. Establish complete, up-to-date, timely reporting of morbidity and mortality to DSHS due to COVID-19 and other coronavirus and other emerging infections which impact conditions of public health significance, with required associated data fields in a machine-readable format, by:
 - a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.
 - b. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or Zip code level to inform community mitigation strategies.
2. Establish additional and ongoing surveillance methods (e.g., sentinel surveillance) for COVID-19 and other conditions of public health significance.
3. At the health department, enhance capacity to work with testing facilities to onboard and improve ELR, including to receive data from new or non-traditional testing settings. Use alternative data flows (e.g., reporting portals) and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SARS-CoV-2 including serology testing).
4. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - a. Require expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable, visual and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
 - b. Increase Admit, Discharge, Transfer (ADT) messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.
5. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission that allows for automated transmission of data to DSHS in a machine-readable format.

Note: Use of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable

format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- a. Submit all case reports in an immediate way to DSHS for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields in a machine-readable format.
- b. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminates, serology, antigen, nucleic acid) daily by county or Zip code to DSHS.
- c. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, routine and other threats to the public health and conditions of public health significance.

E. Use Laboratory Data to Enhance Investigation, Response and Prevention

1. Use laboratory data to initiate and conduct case investigation and public health follow-up activities and implement containment measures.
 - a. Conduct necessary case investigation and public health follow-up activities including contact elicitation/identification, contact notification, contact testing, and follow-up. Activities could include traditional case investigation and public health follow-up activities and/or proximity/location-based methods, as well as methods adapted for healthcare facilities, employers, elementary and secondary schools, childcare facilities, institutions of higher education or in other settings. Data must be entered into the DSHS data system in accordance with DSHS published guidance. Grantee may not incur COVID-19 contact tracing call center expenditures beyond 8/31/2021.
 - b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
 - c. Assist in identifying facilities that are not submitting data through ELR. Provide these facilities with information on the ELR onboarding process and the appropriate contact information of DSHS team who can onboard the facility to have their data be reported electronically and no longer sent by fax. Also provide the names of these facilities to the DSHS team.
2. Identify cases and exposure to COVID-19 in high-risk settings or within populations at increased risk of severe illness or death to target mitigation strategies and referral for therapies (for example, monoclonal antibodies) to prevent hospitalization.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities, etc.).
 - c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk

occupational settings (e.g., meat processing facilities) and congregate living settings (e.g., correctional facilities, youth homes, shelters).

- d. Work with DSHS to build capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
- e. Jurisdictions should ensure systems are in place to link test results to relevant public health strategies, including prevention and treatment.

Note: Utilization of an existing DSHS system is preferred. If implementing new or replacement systems, develop an implementation plan, including the process for automatic transmission of data to DSHS in a machine-readable format, appropriate milestones and timeline to completion. Implementation plans will be reviewed and approved for consistency with the activities set forth by DSHS prior to start of implementation.

- 3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations as appropriate), including proactive monitoring for asymptomatic case detection.

Note: These additional resources are intended to be directed toward testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation, including support for workforce, epidemiology, use by employers, elementary and secondary schools, childcare facilities, institutions of higher education, long-term care facilities, or in other settings, scale-up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, healthcare facilities, and other entities engaged in COVID-19 testing, and other related activities related to COVID-19 testing, case investigation and public health follow-up activities, surveillance, containment, and mitigation which may include interstate compacts or other mutual aid agreements for such purposes.

- a. Build capacity for infection prevention and control in long-term care facilities (LTCFs) (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 - i. Build capacity for LTCFs to safely care for infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network NHSN at <https://www.cdc.gov/nhsn/ltc/enroll.html>.
- b. Build capacity for infection prevention and control in elementary and secondary schools, childcare facilities, and/or institutions of higher education.
- c. Increase Infection Prevention and Control (IPC) assessment capacity on site using tele-ICAR.
- d. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.
- e. Coordinate as appropriate with federally funded entities responsible for providing health services to higher-risk populations (e.g., tribal nations and federally qualified health centers).

- F.** Submit a quarterly report on the report template to be provided by DSHS. Quarterly reports are due on or before the 15th of the month following the end of the quarter. Each report must contain a summary of activities that occurred during the preceding quarter for each activity listed above in Section I, Subsections A through E. Submit quarterly reports by electronic mail to COVID.Contracts@dshs.texas.gov. The email “Subject Line” and the name of the attached file for all reports should be clearly identified with the Grantee’s Name, Contract Number, IDCU/COVID and the quarter the report covers.
- G.** Not use funds for research, clinical care, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. 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;
 2. 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 act or Executive order proposed or pending before any legislative body.
- H.** 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.
- I.** Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on the DSHS Contractor’s Property Inventory Report located at <https://www.dshs.state.tx.us/grants/forms.shtm> to CMSInvoices@dshs.texas.gov and COVID.Contracts@dshs.texas.gov not later than October 15 of each year. If Grantee did not purchase Equipment or other property, this report is still required to be submitted.
- J.** DSHS funds must not be used to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- K.** At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

**ATTACHMENT B-2
REVISED BUDGET**

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	
Budget Period	Sept 17, 2020 to July 31, 2024	Nov 10, 2021 to July 31, 2024	Sept 17, 2020 to July 31, 2024	Nov 10, 2021 to July 31, 2024	Contract Total
PERSONNEL	\$0.00	\$0.00	\$66,000.00	\$246,126.00	\$312,126.00
FRINGE BENEFITS	\$0.00	\$0.00	\$23,897.00	\$83,658.00	\$107,555.00
TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$281,720.00	\$132,430.00	\$414,150.00
SUPPLIES	\$0.00	\$72,847.00	\$1,642,381.00	\$440,897.00	\$2,156,125.00
CONTRACTUAL	\$1,359,211.00	\$4,203,282.00	\$486,002.00	\$690,480.00	\$6,738,975.00
OTHER	\$122,092.00	\$700,500.00	\$0.00	\$19,500.00	\$842,092.00
TOTAL DIRECT CHARGES	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,613,091.00	\$10,571,023.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00	\$87,227.00	\$87,227.00
TOTAL	\$1,481,303.00	\$4,976,629.00	\$2,500,000.00	\$1,700,318.00	\$10,658,250.00



TEXAS
Health and Human
Services

Cecile Erwin Young
Executive Commissioner

July 26, 2021

Philip Huang, Director-Health Authority
Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Re: Indirect Cost Rate Agreement
TIN 17560009056

Dear Mr. Huang:

Thank you for your submission of the FY21 Indirect Cost Rate Proposal and related documentation for review and consideration by Health and Human Services (HHS) Indirect Cost Rate Group. The aforementioned documents have been reviewed using criteria established by HHS and Title 2, Code of Federal Regulation (CFR) Part 200.

Approval of the indirect cost rates is predicated upon the following conditions:

- All costs included in the proposal are allowable in accordance with the requirements of the award to which they apply.
- Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal.
- The same costs that have been treated as indirect costs have not been claimed as direct costs.
- The information provided by your agency which was used as a basis for approval of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

If there are changes to your organization which may affect the approved rate, you must notify HHS Indirect Cost Rate Group via the [Subrecipient Landing Page](#). Select "Upload Additional Documents" from the drop down menu and choose the appropriate document type. Failure to notify HHS may result in subsequent cost disallowance.

Please reference the enclosed Indirect Cost Rate Agreement for additional details regarding the approved indirect cost rate.

If you have any additional questions, submit a Technical Assistance request via the [Subrecipient Landing Page](#).

Mr. Philip Huang
July 26, 2021
Page 2

Sincerely,

A handwritten signature in cursive script that reads "Racheal Kane". The ink is dark and the signature is fluid, with the first and last names being clearly legible despite the cursive style.

Racheal Kane | Federal Funds Director
Health and Human Services Commission
4900 N. Lamar Blvd. | Austin, Texas 78751
Office: (512) 424-6663 | Cell: (512) 466-4665
racheal.kane@hhsc.state.tx.us



TEXAS
Health and Human Services

Texas HHS Indirect Cost Rate Group

<https://texashhs.secure.force.com/SubrecipientLandingPage>

TIN#: 17560009056

DATE: July 26, 2021

CONTACT NAME: Philip Huang, Director-Health Authority

GRANTEE: Dallas County Health and Human Services

ADDRESS: 2377 N. Stemmons Freeway, Dallas, Texas 75207

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

SECTION 1: HHS SYSTEMS ISSUED RATE(S)

Rate Type	RATE PERIOD		Rate	Rate Base	Next Proposal Due
	Start Date	End Date			
Fixed Carry-forward	10/1/2020	9/30/2021	35.44 %	Direct Salaries	March 29, 2022
Provisional	10/1/2021	9/30/2022	35.44 %	Direct Salaries	March 29, 2023
Provisional	10/1/2022	9/30/2023	35.44%	Direct Salaries	March 29, 2024

**If the indirect cost rate for the next fiscal year is not approved prior to the new fiscal year, use the current rate as a billing rate until a new rate is established. ICR Proposals must be submitted in accordance with the above timelines to continue recovering indirect costs.*

HHS System Rate Based on the Following:

Rate Base:	Total Direct Salaries
Rate Base Details:	Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries, should be eliminated.

SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST

Accounting Methods

Fringe Benefit Rate:	Not Applicable
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SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST

Fringe Benefits:	Fringe benefits include: shift differential, language skill pay, holiday pay, FICA and Medicare, life insurance, transportation allowance, retirement expense, and health insurance. Not all individuals working grants necessarily receive all these benefits.
Paid Absences:	Paid absences include: Vacation (which could either be from a scheduled vacation or someone calling in sick, since there is no sick leave); holiday pay (if the City is shut down, i.e. Thanksgiving), floating holidays (days given by the City were individual employees determine when they'll use); personal leave buyback (scheduled buyback if budget is available; may or may not be allowable for all grants).

SECTION 3: Key Deadlines for Proposal Submissions**Submission deadlines**

Next Proposal Due	Your next proposal based on actual expenditures must be submitted to the Texas HHS Subrecipient Landing Page no later than December 31, 2021. Your FY21 audit report must be submitted along with your proposal and show any over or under recoveries. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.
--------------------------	---

SECTION 4: KEY GUIDELINES AND CONDITIONS**KEY GUIDELINES**

- A. LIMITATIONS:** Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (3) that similar types of costs have been accorded consistent treatment; and (4) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (5) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (6) indirect costs may only be recovered to the extent direct costs were incurred; and (7) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when

a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

- B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL:** This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance.
- C. NOTIFICATION TO FEDERAL AND STATE AGENCIES:** A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.
- D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS:** Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.

SECTION 5: RATE TYPE DEFINITIONS

- A. Provisional Rates and Adjustments:** A provisional rate is temporary and used for interim reimbursement. The grantee must submit an indirect cost rate proposal within six (6) months after the end of their fiscal year to establish a final rate based on actual costs.
- B. Final Rates and Adjustments:** A final rate is the actual rate determined after the close of the fiscal year and is not subject to adjustment. Once a final rate is determined, charges to funding agency must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the grantee may not recover all indirect costs. If the final rate is less than the provisional rate, the grantee will be required to reimburse the funding agency for the excess billings.
- C. Fixed Carry-forward and Adjustments:** A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs. If a fixed carry-forward rate will be requested in the future, the HHS Indirect Cost Rate Group requests that a Schedule of Indirect Cost is included in the Organization's Single Audit which includes the information

related to the over/under recovery carry-forward amount(s).

D. Predetermined Rate: The predetermined rate is based on estimated costs for a specified current or future period. The issuance of a predetermined rate depends on the reasonable assurance that the rate is not likely to exceed a rate based on the grantee's actual indirect costs. The predetermined rate is not subject to adjustment except under unusual circumstances. If the grantee's total expenditures increase or decrease by 25 percent or more within a 90-day period during the rate period, the grantee must submit a proposal indicating a rate based on the new expenditure data resulting from the increase or decrease.

SECTION 6. ACCEPTANCE OF AGREEMENT

GRANTEE

COGNIZANT AGENCY

Dallas, County of

Health and Human Services Commission

Grantee Name

Agency Name

Dallas County Health and Human Services

Racheal Kane, Federal Funds Director

Name of Grantee Signature Authority

Name of Agency Signature Authority

Philip Huang, MD, MPH
Director/Health Authority

Racheal Kane

Grantee Signature

Agency Signature

7/27/2021

Click or tap to enter a date.

7/28/2021

Grantee Signature Date

Agency Signature Date

Certificate Of Completion

Envelope Id: 16459C02047B439092EAC812DE948CD2

Status: Completed

Subject: HHS000812700016, Dallas County, Amendment #2

Source Envelope:

Document Pages: 17

Signatures: 3

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.85.11

Record Tracking

Status: Original

3/9/2022 9:29:38 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events

Russell Roden

russell.roden@dallascounty.org

Assistant Criminal District Attorney

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


D8D9507EE41C466...

Signature Adoption: Pre-selected Style

Signed by link sent to

russell.roden@dallascounty.org

Using IP Address: 209.172.199.5

Timestamp

Sent: 3/9/2022 9:49:40 AM

Viewed: 3/30/2022 10:52:41 AM

Signed: 3/30/2022 10:52:52 AM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2022 10:52:41 AM

ID: 5fceaac0-64c8-474e-8c89-13501b4e3675

Clay Lewis Jenkins

Clay.Jenkins@dallascounty.org

Dallas County Judge

Dallas County

Security Level: Email, Account Authentication
(None)

DocuSigned by:


C8E5ABD918A443D...

Signature Adoption: Pre-selected Style

Signed by link sent to

Clay.Jenkins@dallascounty.org

Using IP Address: 209.172.199.5

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Signed: 4/21/2022 5:16:08 PM

Electronic Record and Signature Disclosure:

Accepted: 4/21/2022 5:15:59 PM

ID: ed2b6737-76f1-4e38-a732-949bea381c54

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Completed**

Signed by link sent to

helen.whittington@dshs.texas.gov

Using IP Address: 167.137.1.17

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Signed: 4/22/2022 8:13:15 AM

Electronic Record and Signature Disclosure:

Accepted: 4/22/2022 8:10:40 AM

ID: 88ad44ca-8c92-4577-94e8-f6e7368982fe

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.texas.gov Director, DSHS CMS Security Level: Email, Account Authentication (None)	Completed Signed by link sent to Patty.Melchior@dshs.texas.gov Using IP Address: 167.137.1.17	Sent: 4/22/2022 8:13:17 AM Viewed: 4/22/2022 8:13:45 AM Signed: 4/22/2022 8:13:59 AM

Electronic Record and Signature Disclosure:
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ID: ed773840-ecb4-4bb3-941e-a47b17864928

Kirk Cole Kirk.Cole@dshs.texas.gov Deputy Commissioner Security Level: Email, Account Authentication (None)	<p>DocuSigned by: Kirk Cole 04DD3FAAF59048D...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Kirk.Cole@dshs.texas.gov Using IP Address: 160.42.85.12</p>	Sent: 4/22/2022 8:14:01 AM Viewed: 4/26/2022 3:44:24 PM Signed: 4/26/2022 3:45:17 PM
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Electronic Record and Signature Disclosure:
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ID: 739395dc-66d0-4281-80ca-afe15625c238

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Britnee Rosales Britnee.Rosales@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/29/2022 9:58:17 AM Viewed: 3/29/2022 10:40:55 AM
Marlen Rivera Marlen.Rivera@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/29/2022 9:58:17 AM Viewed: 3/29/2022 10:24:02 AM
Caeli Paradise caeli.paradise@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/21/2021 2:35:07 PM ID: c6dab47b-ff17-4990-be85-4057f6a41671	COPIED	Sent: 3/9/2022 9:49:40 AM Viewed: 3/9/2022 9:51:29 AM

Carbon Copy Events	Status	Timestamp
Saad Mustafa Saad.Mustafa@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/9/2022 9:49:39 AM Viewed: 3/16/2022 1:59:48 PM
Ganesh Shivaramaiyer Ganesh.Shivaramaiyer@dallascounty.org Asst. Director, Finance, Budget & Contracts Dallas County Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/22/2022 10:47:06 AM ID: cd263324-08e7-4f24-bbd1-a9b9f711ed1c	COPIED	Sent: 3/9/2022 9:49:40 AM Viewed: 3/9/2022 10:25:21 AM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2022 9:49:40 AM
Certified Delivered	Security Checked	4/26/2022 3:44:24 PM
Signing Complete	Security Checked	4/26/2022 3:45:17 PM
Completed	Security Checked	4/26/2022 3:45:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

Huang Declaration
EXHIBIT G



COURT ORDER 2024-0471

Authorize and approve Texas Department of State Health Services Contract No. HHS000812700016 – Amendment No. 5 (IDCU/COVID) for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory response activities

On a motion made by Commissioner Andrew Sommerman, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: May 7, 2024

FUNDING SOURCE: Fund: 46600 Grant/Project: 08792, 08793, 08918 & 08919

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 5 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

Done in open Court May 7, 2024 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Philip Huang, MD, MPH

Originating Department: Health and Human Services



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - May 07 2024

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Authorize and approve Texas Department of State Health Services Contract No. HHS000812700016 – Amendment No. 5 (IDCU/COVID) for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory response activities

Briefing Date: May 7 2024
Funding Source: Fund: 46600 Grant/Project: 08792, 08793, 08918 & 08919
Originating Department: Health and Human Services
Prepared by: Essence Thomas, Contracts Management
Recommended by: Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

The Texas Department of State Health Services (DSHS) has notified Dallas County Health and Human Services (DCHHS) of Amendment No. 5 to the IDCU/COVID Contract No. HHS000812700016. This amendment is a no-cost extension that revises the termination date of the contract through July 31, 2026.

OPERATIONAL IMPACT:

DCHHS will continue performing COVID-19 outbreak responses activities in accordance with the requirements stated in Attachment A-1 (Revised Supplemental Statement of Work) of the contract to include but not limited to: expanding capacity to test all symptomatic individuals, achieving community-based surveillance, screening for past infection and reporting all COVID-19 related testing data daily to DSHS. Additionally, this contract amends the budget to include purchases of lab equipment.

FINANCIAL IMPACT:

This contract amendment includes the purchase of biosafety lab (BSL3) equipment for the new laboratory in the amount of \$1,678,430 as reflected in attachment I. There is no financial impact to Dallas County.

LEGAL IMPACT:

This amendment has been reviewed and approved by the District Attorney's office.

PROJECT SCHEDULE:

This contract is effective from date of execution through July 31, 2026.

SBE PARTICIPATION:

N/A

MISSION, VISION, VALUE COMPLIANCE:

This briefing item will enable the Department to deliver professional and exceptional services to promote a thriving community while further improving people's lives.

RECOMMENDATION:

It is recommended that the Commissioners Court does hereby approve Amendment No. 5 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve Amendment No. 5 to the Texas Department of State Health Services Contract No. HHS000812700016 (IDCU/COVID) and authorize electronic execution of the contract.

ATTACHMENTS:

[Equipment List - Lab](#)

[DocuSign_HHS000812700016_Dallas_Amendment_5](#)

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
Hologic Panther Instrumentation	COVID PCR testing Instrumentation	1	\$140,000.00	\$140,000.00
Roche MagNaPure 96 Instrument IVD plus extraction 1 year warranty(\$90,000.00 purchase + \$15,000.00 1 years extra warranty)	High Throughput extraction use for COVID during Pandemic	1	\$105,000.00	\$105,000.00
2100 Bioanalyzer Instrument	Next-generation sequencing (NGS) enables complete genome sequencing of SARS-CoV-2 (the coronavirus responsible for COVID-19). The Bioanalyzer allows the laboratory to identify defective or incorrectly prepared samples prior to more downstream, labor intensive, and costly bioinformatical workflows. Without this equipment the sequencing core facility at DCHHS would need to pay per sample (\$50 per sample, \$100 for 10 samples) to have our sequencing samples sent and analyzed at UT Southwestern genome core facility, drastically impacting turn-around time and autonomy. In order to maximize the value and effectiveness of the proposed DCHHS sequencing core facility, we highly recommend the purchase of this equipment.	1	\$35,000.00	\$35,000.00
Two (2) Autoclaves	To ensure sealed laboratory environments are maintained as needed.	2	\$150,000.00	\$300,000.00
One (1) Mass Spectrometry Diagnostic Tool - MALDI Biotyper	System for rapid microbial identification	1	\$250,000.00	\$250,000.00
Six (6) CO2 Incubators	To maintain optimal cell growth at a constant temperature for laboratory use	6	\$20,000.00	\$120,000.00
Two (2) Freezers (-80degC Freezer)	Laboratory freezers are needed to ensure that proper control of reagents and patient specimens can be stored at the conditions required by the test manufacturer and by CLIA requirements.	2	\$40,000.00	\$80,000.00
One (1) Ported VHP Machine	Sterilization of reusable medical devices for bio decontamination	1	\$75,000.00	\$75,000.00
One (1) Refrigerator	A laboratory refrigerator is needed to ensure that proper control of reagents and patient specimens can be stored at the conditions required by the test manufacturer and CLIA requirements.	1	\$20,000.00	\$20,000.00
One (1) PCR Hood/Laminar Flow - Erlab, Captair-Bio 320	UV decontamination workstation to prevent biological cross-contamination	1	\$15,000.00	\$15,000.00
One (1) Applied Biosystems (ABI) 7500 DX	Dallas County's LRN needs two new ABI 7500 Dx for replacements of two older 7500 Dx that are consistently breaking down. These ABI 7500 Dx will be used for LRN and COVID protocols.	1	\$46,684.00	\$46,684.00
One (1) Benchtop Sequencing System	Dallas County's LRN needs a benchtop sequencing system with integrated real-time data processing for COVID and other respiratory viruses. Integrated, high-performance data processing will alleviate the need for complex IT infrastructure.	1	\$75,000.00	\$75,000.00
MinION CapEx	Sequencing device/platform will help lab set up, develop and validate the workflow for our COVID samples and eventually increase capabilities for handling multiple projects.	1	\$10,746.00	\$10,746.00
Thirteen (13) Biosafety Cabinet - IIA2	Air filtration system for to provide personnel, product, and environmental protection	13	\$15,000.00	\$195,000.00

One (1) Biosafety Cabinet - IIB2	Air filtration system for higher level personnel, product, and environmental protection for agents that require Biosafety Level 1, 2 or 3 containment.	1	\$30,000.00	\$30,000.00
One (1) Mycobacteria Culture System - BD BACTEC MGIT 960	System for detecting mycobacteria growth in clinical specimens	1	\$60,000.00	\$60,000.00
Three (3) PCR Hood/Laminar Flow - CaptainFlow 391 CleanAir Enclosure	High-efficiency filtration system to provide a clean, dust free, work area to prevent environmental pollution and cross-contamination	3	\$7,000.00	\$21,000.00
Four (4) Cepheid GeneXpert	PCR testing system	4	\$15,000.00	\$60,000.00
Eight (8) Eyewash/Shower Stations	For emergency decontamination	8	\$5,000.00	\$40,000.00
GRAND TOTAL				\$ 1,678,430.00



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Clay Lewis Jenkins, Dallas County Judge
Dallas County, Texas, a political subdivision of the State of Texas on behalf of Dallas
County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207

Subject: Contract Number: HHS000812700016, Amendment No. 5
Contract Amount: \$11,509,675.00
Contract Term: 9/17/2020 – 7/31/2026

Dear Judge Jenkins:

Enclosed is Amendment No. 5 to the outbreak response contract between the
Department of State Health Services and Dallas County, Texas, a political subdivision
of the State of Texas on behalf of Dallas County Health and Human Services.

The purpose of this contract is to provide funding for SARS-CoV-2 epidemiology,
surveillance, and enhanced laboratory response activities.

This amendment extends the end of the contract term to July 31, 2026.

Please let me know if you have any questions or need additional information.

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700016
AMENDMENT No. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **DALLAS COUNTY, TEXAS, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES** (“**GRANTEE**”), who are collectively referred to herein as the “Parties,” to that certain grant contract for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities effective September 17, 2020, and denominated DSHS Contract No. HHS000812700016 (“**Contract**”), approved by the Dallas County Commissioners Court via Court Order 2020-0971 on September 15, 2020. Amendment No. 1 was approved via Court Order 2021-1163 on November 2, 2021. The contract was further amended on April 19, 2022 (Am. No 2 - Court Order 2022-0420); May 16, 2023 (Am. No 3 – Court Order 2023-0631; and October 17, 2023 (Am. No 4 – Court Order 2023-1203. The Parties now desire to further amend the Contract by way of Amendment No 5.

WHEREAS, the Parties desire to extend the Contract term in accordance with Section III of the Contract to allow for successful completion of the project; and

WHEREAS, the Parties desire to revise the Statement of Work, update the Uniform Terms and Conditions, and include Contract Affirmations.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of July 31, 2026.
2. **SECTION VII** of the Contract, **LEGAL NOTICES**, is amended to replace reference to System Agency with the following:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

With copy to

Department of State Health Services
Office of General Counsel
1100 W. 49th Street, MC 1919
Austin, Texas 78756
Attention: General Counsel

3. **ATTACHMENT A-1** of the Contract, **REVISED STATEMENT OF WORK, SECTION I, GRANTEE RESPONSIBILITIES**, is hereby amended to delete Subsection L in its entirety

L. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee's Property Inventory Report to the DSHS Contract Representative and FSOequip@dshtexas.gov by email not later than October 15 of each year.

4. **ATTACHMENT A-1** of the Contract, **REVISED STATEMENT OF WORK, SECTION I, GRANTEE RESPONSIBILITIES**, is hereby amended to add the following Subsections:

O. Grantee shall ensure funds are not used to advertise or to promote COVID-19 vaccinations.

P. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a revised Categorical Budget Form to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.
2. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If approved, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the revised budget will be incorporated into the Contract.
3. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

5. **ATTACHMENT A-1** of the Contract, **REVISED STATEMENT OF WORK, SECTION III, INVOICE AND PAYMENT**, is hereby deleted in its entirety and replaced with the following:

- A. Grantee shall submit to DSHS a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in this Statement of Work. Invoices and supporting documentation must be submitted to DSHS in accordance with Table 1, Invoice Submission Schedule.
- B. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment. Invoices and all supporting documentation must be submitted by mail, fax, or email.
1. If by mail, Grantee shall submit to:
Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
 2. If by fax, Grantee shall submit to (512) 458-7442.
 3. If by email, Grantee shall submit to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov.

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

Table 1: Invoice Submission Schedule

Period Covered	Due Date
September 1 st through September 30 th	October 31 st
October 1 st through October 31 st	November 30 th
November 1 st through November 30 th	December 31 st
December 1 st through December 31 st	January 31 st
January 1 st through January 31 st	February 28 th (or February 29 th in leap year)
February 1 st through February 28 th (or February 29 th in leap year)	March 31 st
March 1 st through March 31 st	April 30 th
April 1 st through April 30 th	May 31 st
May 1 st through May 31 st	June 30 th
June 1 st through June 30 th	July 31 st
July 1 st through July 31 st	August 31 st
August 1 st through August 31 st	September 30 th
Final Close-out Invoice	Due Date
August 1 st through August 31 st	September 30 th

- C. Grantee shall submit the Financial Status Report (FSR-269A) twice per fiscal year as outlined in Table 2, FSR Submission Schedule. Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and CMSInvoices@dshs.texas.gov. Grantee shall submit the final financial status report no later than 45 days following the end of the Contract term.

Table 2: FSR Submission Schedule

Period Covered	Due Date
September 1 st through February 28 th (or February 29 th in leap year)	March 31 st
Final Financial Status Report March 1 st through August 31 st	September 30 th

- D. Grantee will be paid on a cost-reimbursement basis and in accordance with the budget for the corresponding year under this Contract.
6. **ATTACHMENT C** of the Contract, **UNIFORM TERMS AND CONDITIONS – GRANT**, is hereby deleted in its entirety and replaced with **ATTACHMENT C-1, UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3, NOVEMBER 2023**. In the event of conflict, ambiguity or inconsistency, **ATTACHMENT C-1, UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3** takes precedence over **ATTACHMENT C, UNIFORM TERMS AND CONDITIONS – GRANT VERSION 2.16.1**.
7. **ATTACHMENT K, CONTRACT AFFIRMATIONS, VERSION 2.3, AUGUST 2023**, is attached to this Amendment and incorporated and made part of the Contract for all purposes.
8. Grantee shall complete and sign **ATTACHMENT K, CONTRACT AFFIRMATIONS, VERSION 2.3, AUGUST 2023** for execution of this Amendment No. 5.
9. This Amendment No. 5 shall be effective as of the date last signed below.
10. Except as amended and modified by this Amendment No. 5, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 5
DSHS CONTRACT NO. HHS000812700016

SYSTEM AGENCY

By: DocuSigned by:
Kirk Cole
04DB3FAAF59048D...
Name: Kirk Cole
Title: Deputy Commissioner

Date of Signature: May 15, 2024

GRANTEE

By: DocuSigned by:
Clay Lewis Jenkins
C8E5ADB918A443D...
Name: Clay Lewis Jenkins
Title: Dallas County Judge

Date of Signature: May 14, 2024

APPROVED AS TO FORM*:
JOHN CREUZOT
DALLAS COUNTY DISTRICT
ATTORNEY

Barbara Nicholas, Chief, Civil Division

By: DocuSigned by:
Barbara Nicholas
8827670E08654A8...

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS, IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

**ATTACHMENT C-1 - UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3,
NOVEMBER 2023**
ATTACHMENT K - CONTRACT AFFIRMATIONS, VERSION 2.3, AUGUST 2023



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 *Texttravel* guidelines, which can currently be accessed at: <https://fm.x.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.

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.

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

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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HEALTH AND HUMAN SERVICES**Contract Number HHS000812700016****Attachment K CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline

MC 1300

P.O. Box 85200

Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Ganesh Shivaramaiyer

Legal Name of Contractor

Dallas County, Texas

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Dallas County Health and Human Services

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

DocuSigned by:

GANESH SHIVARAMAIYER

B1C56391AD43462

Signature of Authorized Representative

GANESH SHIVARAMAIYER

May 10, 2024

Date Signed

Deputy Director of Finance & Operations

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

2377 N Stemmons Freeway, Suite 886

Physical Street Address

Title of Authorized Representative

Dallas, Texas 75207-2710

City, State, Zip Code

Mailing Address, if different

214-819-1865

City, State, Zip Code

Phone Number

ganesh.shivaramaiyer@dallascounty.org

Fax Number

073128597

Email Address

75-6000905

DUNS Number

17560009056005

Federal Employer Identification Number

N/A

Texas Identification Number (TIN)

N/A

Texas Franchise Tax Number

ER74JB3UL5E9

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

Certificate Of Completion

Envelope Id: 69BFA14A2B6842A79105ED6A7C709DFA

Status: Completed

Subject: DocuSign: HHS000812700016 Dallas Amendment 5 - IDCU

Source Envelope:

Document Pages: 48

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 0

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11493 Sunset Hills Road

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Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

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Record Tracking

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Location: DocuSign

4/25/2024 10:17:14 AM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Barbara Nicholas

Barbara.Nicholas@dallascounty.org

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Barbara Nicholas
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Electronic Record and Signature Disclosure:

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GANESH SHIVARAMAIYER

Ganesh.Shivaramaiyer@dallascounty.org

Deputy Director of Finance & Operations

Dallas County Health and Human Services

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

Using IP Address: 76.164.228.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clay Lewis Jenkins

clay.jenkins@dallascounty.org

Dallas County Judge

Dallas County

Security Level: Email, Account Authentication
(None)DocuSigned by:
Clay Lewis Jenkins
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Signed: 5/14/2024 10:31:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.164.228.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Helen Whittington

helen.whittington@dshs.texas.gov

Contract Specialist

Security Level: Email, Account Authentication
(None)**Completed**

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Signer Events	Signature	Timestamp
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Kirk Cole kirk.cole@dshs.texas.gov Deputy Commissioner Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div> <div>DocuSigned by:</div> <div>Kirk Cole</div> <div>04DD3FAAF59048D...</div> </div> Signature Adoption: Pre-selected Style Using IP Address: 167.137.1.14	Sent: 5/14/2024 11:00:28 AM Viewed: 5/15/2024 7:15:44 PM Signed: 5/15/2024 7:16:40 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Caeli Paradise caeli.paradise@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2024 10:23:11 AM Viewed: 5/16/2024 10:05:21 AM
Saad Mustafa Saad.Mustafa@dallascounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2024 10:23:11 AM Viewed: 4/25/2024 10:31:09 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/15/2024 7:15:44 PM
Signing Complete	Security Checked	5/15/2024 7:16:40 PM
Completed	Security Checked	5/15/2024 7:16:43 PM
Payment Events	Status	Timestamps

Huang Declaration
EXHIBIT H



Award# 6 NH75OT000081-01-05
FAIN# NH75OT000081
Federal Award Date: 05/29/2025

Recipient Information

1. Recipient Name

DALLAS COUNTY TEXAS
900 Jackson St Ste 680
DALLAS COUNTY HOUSING AGENCY
Dallas, TX 75202-4425
--

2. Congressional District of Recipient

30

3. Payment System Identifier (ID)

1756000905A3

4. Employer Identification Number (EIN)

756000905

5. Data Universal Numbering System (DUNS)

073128597

6. Recipient's Unique Entity Identifier (UEI)

ER74JB3UL5E9

7. Project Director or Principal Investigator

Ms. Katy1 Womble JD
grantee
Katy.Womble@dallascounty.org
214-819-1855

8. Authorized Official

Dr. Philip Huang
Director/Health Authority
PHILIP.HUANG@DALLASCOUNTY.ORG
214-819-2014

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Angel Winters
Grants Management Officer/Specialist
jvr1@cdc.gov
404-498-4056

10. Program Official Contact Information

Sophie Xie
Program Officer
qv19@cdc.gov
770-488-6692

Federal Award Information

11. Award Number

6 NH75OT000081-01-05

12. Unique Federal Award Identification Number (FAIN)

NH75OT000081

13. Statutory Authority

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

Initiative by Dallas County to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities

15. Assistance Listing Number

93.391

16. Assistance Listing Program Title

Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises

17. Award Action Type

Grant Closeout

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 06/01/2021 - End Date 03/24/2025

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$0.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$30,394,909.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$30,394,909.00

26. Period of Performance Start Date 06/01/2021 - End Date 03/24/2025

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$30,394,909.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Ester Edward
Grants Management Officer

30. Remarks

This is a Closeout action.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 6 NH75OT000081-01-05

FAIN# NH75OT000081

Federal Award Date: 05/29/2025

Recipient Information**Recipient Name**

DALLAS COUNTY TEXAS
900 Jackson St Ste 680
DALLAS COUNTY HOUSING AGENCY
Dallas, TX 75202-4425
--

Congressional District of Recipient

30

Payment Account Number and Type

1756000905A3

Employer Identification Number (EIN) Data

756000905

Universal Numbering System (DUNS)

073128597

Recipient's Unique Entity Identifier (UEI)

ER74JB3UL5E9

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$1,921,960.00
b. Fringe Benefits	\$694,764.00
c. Total Personnel Costs	\$2,616,724.00
d. Equipment	\$0.00
e. Supplies	\$305,788.00
f. Travel	\$56,784.00
g. Construction	\$0.00
h. Other	\$922,235.00
i. Contractual	\$26,493,378.00
j. TOTAL DIRECT COSTS	\$30,394,909.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$30,394,909.00
m. Federal Share	\$30,394,909.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390H06	21NH75OT000081C5	OT	41.51	93.391	\$0.00	75-2122-0140



Centers for Disease Control and Prevention

Award# 6 NH75OT000081-01-05

FAIN# NH75OT000081

Federal Award Date: 05/29/2025

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

DALLAS COUNTY TEXAS

6 NH75OT000081-01-05

1. Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Final Closeout: The purpose of this amendment is to complete closeout of this award. This action closes all budget years awarded within the period of performance dates of June 1, 2021 to March 24, 2025.

The official closeout is effective as of May 15, 2025. The recipient has successfully satisfied all of the Notice of Funding Opportunity (NOFO) CDC-RFA-OT21-2103 requirements and has submitted all required closeout documents.

Payment Management System Unobligated Balances: The recipient may no longer draw down funds associated with the award in the Payment Management System (PMS).

Retention of Records: The recipient is reminded that HHS regulations require that financial records, supporting documents, and all other records pertinent to the award are to be retained for a period of three years from the date of submission of the final FFR.

Huang Declaration

EXHIBIT I



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

March 25, 2025

Dear Grantee:

DSHS was notified that the federal grant funding for Immunization/COVID, Epidemiology Laboratory Capacity (ELC/COVID), and Health Disparities/COVID, is terminated as of March 24, 2025. The Texas Department of State Health Services (DSHS or System Agency) is issuing this notice to pause all activities immediately.

Please do not accrue any additional costs as of the date of this notice.

DSHS will be sending future communication as additional updates occur.

Sincerely,

DocuSigned by:
Imelda Garcia
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Imelda Garcia
Chief Deputy Commissioner
Department of State Health Services