

**TARRANT COUNTY
ENDING THE HIV EPIDEMIC (EHE)
GRANT SUBAWARDS**

**REQUEST FOR APPLICATIONS
FY 2026**

*EHE Funding Source: Texas Department of State Health Services (DSHS)
EHE Grantee: Tarrant County Public Health*



Public Health

Date of Release: January 31, 2025
Contract Start Date: June 1, 2025
TARRANT COUNTY
ENDING THE EPIDEMIC (EHE)

GENERAL INFORMATION

Funding Opportunity Title: Ending the Epidemic (EHE)

Announcement Type: Request for Applications (RFA)

Fiscal Year (FY): June 1, 2025 – May 31, 2026

Grantee Name: TARRANT COUNTY / TARRANT COUNTY PUBLIC HEALTH

Grantee Point of Contact:

EHE Project Manager: Hope M. Adams, MPH, CHW
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Intent to Apply: Interested Applicants should submit a Letter of Intent (LOI) to apply no later than February 21, 2025. See Exhibit S: Letter of Intent.

Application Due Date: February 28, 2025 - 5:00 p.m. Central Daylight Time (CDT)

Anticipated Total Service Award: Up to \$186,000.00

Awards are subject to the availability of funds from Texas Department of State Health Services (DSHS) and Tarrant County.

Anticipated Number of Awards: 2

Range of Projected Award Amount: Range of up to \$93,000.00 per award per fiscal year. Award amount will be evaluated on the basis of each individual application and funding availability.

Project Period for Awards: June 1, 2025 – May 31, 2026, for Fiscal Year 2026. All projects must be completed within this time frame.

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**SCHEDULE OF EVENTS
EHE COMPETITIVE GRANT OPPORTUNITY
FY 2026**

All dates are subject to change at Tarrant County's discretion.

ORDER	RFA EVENT	TENTATIVE SCHEDULE
1	RFA Release Date	January 31, 2025
2	Applicant In-Person Meeting; 11:00 a.m. – 12:00 p.m. Central Time (CT) at Public Health	February 11, 2025
3	Applicant Webinar; 10:00 a.m. – 11:00 a.m. CT	February 12, 2025
4	Written questions deadline; 5:00 p.m. CT	February 9, 2025
5	Tarrant County posts responses to written questions	February 14, 2025
6	Letter of Intent (LOI) deadline; 5:00 p.m. CT	February 21, 2025
7	<u>Grant Application deadline; 5:00 p.m. CT</u>	February 28, 2025
8	Review and scoring of Applications by Review Committee	March 3-7, 2025
9	Negotiations with EHE Subawardee	March 10-14, 2025
10	Finalize Subawardee Contract	March 21, 2025
11	Obtain approvals from DSHS and Tarrant County	March 24 – April 18, 2025
12	Subawardee sign contracts	April 21-22, 2025
13	Contract submitted to Public Health for court agenda	April 23, 2025
14	Execution of contract through Tarrant County Commissioners Court	May 20, 2025
15	Original executed contract emailed to Subawardee	May 27 2025
16	<u>Contracted Services Begin</u>	June 1, 2025

SECTION I - INTRODUCTION

1.1 TARRANT COUNTY PUBLIC HEALTH

Tarrant County Public Health (TCPH), a department of Tarrant County, is responsible for safeguarding the health of our county's 2.09 million residents. Headquartered in Fort Worth, Texas, TCPH provides a variety of services that promote good health, prevent disease and injury, protect our communities, as well as reduce the physical and fiscal impact of health threats. This responsibility is fulfilled by many programs and services, including the Ending the HIV Epidemic (EHE) Program.

The National Ending the Epidemic (EHE) Initiative centers on addressing enduring disparities across the HIV Care Continuum among Black and Latiné MSM (men who have sex with men), Black cisgender heterosexual women, people who inject drugs, and other known at-risk populations, by developing and implementing innovative strategies supporting the four core pillars of Diagnose, Treat, Prevent, and Respond.

The strategy of the EHE Initiative leverages critical scientific advances in HIV prevention, diagnosis, treatment, and outbreak response by coordinating highly successful programs and resources. To date, the initiative has been focused on areas where HIV transmission occurs most frequently, providing 57 geographic focus areas, including Tarrant County, with an infusion of additional resources, expertise, and technology to develop and implement locally tailored EHE plans. More information about the EHE Initiative can be found at: <https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview/>.

The goal of the Tarrant County Public Health EHE Program is to reduce the incidence of HIV infection, to reduce stigma, increase the number of people who are aware of their HIV status, engage people in PrEP or HIV-related care, and overcome socioeconomic barriers to care by employing status-neutral, research-driven, intelligence-led, and problem-solving approaches.

The purpose of this announcement is to solicit applications for projects that are designed to contribute to ending the HIV epidemic within Tarrant County, specifically targeting populations within Tarrant County who are at risk for HIV, as well as their social networks.

1.2 EHE PARTNERS – ROLES AND RESPONSIBILITIES

A. Texas Department of State Health Services

In accordance with the requirements of the Texas Family Code §265.002, Texas Department of State Health Services (DSHS) shall operate a division to provide services for children in at-risk situations and for the families of those children and to achieve the consolidation of prevention and early intervention services within the jurisdiction of a single agency in order to avoid fragmentation and duplication of services and to increase the accountability for the delivery and administration of these services. The division shall be called the Prevention and Early Intervention Services division and shall have the following duties:

1. To plan, develop, and administer a comprehensive and unified delivery system of prevention and early intervention services to children and their families in at-risk situations.
2. To improve the responsiveness of services for at-risk children and their families by facilitating greater coordination and flexibility in the use of funds by state and local service providers.
3. To provide greater accountability for prevention and early intervention services in order to demonstrate the impact or public benefit of a program by adopting outcome measures; and
4. To assist local communities in the coordination and development of prevention and early intervention services in order to maximize federal, state, and local resources.

Through the EHE program, TCPH provides funding and technical assistance that affords community-based organizations the opportunity to expand on HIV prevention efforts to create healthy and resilient communities.

B. Tarrant County – Grantee

Grantees are the primary contractors with DSHS and, as such, are fully accountable to DSHS and have legal responsibility for the overall delivery of the EHE program. Management of service Subawards is one of the primary responsibilities of the Grantee. This includes Subaward competitive grant opportunities, negotiation, as well as ongoing programmatic and fiscal monitoring. Grantees manage all fiscal and service aspects of the Subawards, including reimbursing Subawardees prior to billing DSHS. Grantees must complete all DSHS reporting requirements, comply with all DSHS contractor requirements, and ensure contract compliance by the Subawardees. The EHE Project Manager is employed by, supervised by, and responsible to Tarrant County Public Health.

C. Service Providers – Subawardees

Subawardees for EHE are selected through local competitive grant opportunities within Tarrant County. Subawardees are contracted to provide EHE direct services to eligible at-risk populations.

Subawardees are responsible for providing services in accordance with the terms of their Contract with the Grantee, including their performance measures, project work plan, and budget. They must also follow prescribed procedures to request any needed changes to their Contract. Subawardees are responsible for submitting all programmatic and fiscal reports during monthly desk reviews, as well as have all records and reports available for on-site monitoring by the Grantee.

1.3 EXECUTIVE SUMMARY

TCPH seeks applications to provide EHE services within Tarrant County to promote HIV prevention activities by funding Subawardee programs to increase knowledge of HIV prevention.

This Request for Applications (RFA) contains standardized requirements that all Applicants must meet to be considered for a Subaward under this RFA. Failure to comply with these requirements may result in disqualification of the Applicant without further consideration. Each Applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this RFA.

Information regarding DSHS and Ending the HIV Epidemic (EHE) is available online and can be accessed:

[https://www.DSHS.texas.gov/grant-applications-funding/fiscal-monitoring/hiv-grants#:~:text=Ending%20the%20HIV%20Epidemic%20\(EHE,part%20of%20the%20EHE%20initiative.](https://www.DSHS.texas.gov/grant-applications-funding/fiscal-monitoring/hiv-grants#:~:text=Ending%20the%20HIV%20Epidemic%20(EHE,part%20of%20the%20EHE%20initiative.)

Information regarding TCPH and the local EHE Program is available online and can be accessed: <https://www.tarrantcountytx.gov/ehe>

To be considered for Award, Applicants must provide all required information and documentation as set forth in this RFA.

SECTION II – SCOPE OF GRANT

2.1 STATE-WIDE EHE PROGRAM BACKGROUND

- A. Ending the HIV Epidemic in the U.S. was announced in 2019 and aims to end the HIV epidemic in the United States by 2030. Agencies across the U.S. Department of Health and Human Services (HHS) developed an operational plan to pursue that goal accompanied by a request for additional annual funding. The plan leverages critical scientific advances in HIV prevention, diagnosis, treatment, and outbreak response by coordinating the highly successful programs, resources, and infrastructure of many HHS agencies and offices. Initially, the initiative is focusing on areas where HIV transmission occurs most frequently, providing 57 geographic focus areas with an infusion of additional resources, expertise, and technology to develop and implement locally tailored EHE plans.
- B. The CDC began providing funding to state and local health departments in 2019 as part of the Ending the HIV Epidemic (EHE) initiative. Funding from DSHS for the EHE initiative in Tarrant County started in 2020.
- C. DSHS partners with community-based programs and agencies across the state of Texas to provide a variety of opportunities to promote HIV prevention and treatment within at-risk communities. These programs are free of charge to the public and participation is voluntary. As part of its array of prevention programming, DSHS funds community level EHE programming in communities throughout the state.
- D. The program has expanded over the last 4 years and supports at-risk communities by fostering safe spaces, positive relationships, and structured opportunities to expand on knowledge and capacity to utilize HIV-preventive actions. These supports lead to strengthened connection, engagement, and contribution to their community. DSHS has adopted a community-based approach for EHE to meet the goal of assisting communities in alleviating conditions that

lead to the transmission of HIV.

2.2 SERVICE DELIVERY AREA

EHE is currently available in 57 counties or cities across the United States. These jurisdictions were selected based on HIV transmission rates. Tarrant County EHE currently serves communities within the Tarrant County area.

Applicants should identify at-risk communities to be served in **Exhibit D: Project Work Plan**.

2.3 AVAILABLE FUNDING

- A. Funding for Fiscal Year 2026 is contingent on appropriations received from DSHS and the availability of funds from Tarrant County. Tarrant County estimates EHE will provide Subawards with the projected total amount of up to \$186,000.00 for the term of June 1, 2025 – May 31, 2026, for Fiscal Year 2026. Tarrant County will likely contract with two Subawardees and reserves the right to contract with the number of Subawardees it deems necessary to fulfil the EHE Grant with DSHS. Award amounts will be evaluated on the basis of each individual Application and funding availability.
- B. DSHS and Tarrant County do not guarantee funding at any level and may increase or decrease funds at any time during the term of the Subawards resulting from this grant opportunity.
- C. Subawards awarded from this RFA are on a **cost-reimbursement** basis. Under the cost-reimbursement method of funding, Subawardees are required to finance operations with their own funds. Tarrant County will reimburse Subawardees for actual cash disbursements supported by adequate documentation. Tarrant County will only reimburse for those actual, allowable, and allocable expenses that occur within the Period of Performance.
- D. EHE services are funded with state general revenue and funds from the U.S. Centers for Disease Control and Prevention (CDC) Ending the HIV Epidemic: A Plan for America – Grant #PS24-0047, Texas Department of State Health Services (DSHS) Ending the HIV Epidemic (EHE) Grant Contract, #HH500897700004. Tarrant County will serve as the fiscal agent for the EHE FY25 Ending the HIV Epidemic Subaward solicitation. DSHS reserves the right to fund EHE with other state or federal sources during the lifecycle of the Grant.
- E. DSHS and Tarrant County reserve the right to increase funding for Subawardees through supplemental amendments if additional funds are identified at any time during the Period of Performance. Alternatively, DSHS and Tarrant County may reduce awards or cancel a Subaward if funding is decreased during the Period of Performance. Any increase or decrease in number of Subawards or funding amounts are at DSHS’ and Tarrant County’s sole discretion.
- F. Match funds are not required for EHE.
- G. Subawardee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Subawardee shall make a good faith effort to maintain its current level

of support. Subawardee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt of expected receipt of funding under this Contract.

2.4 PERIOD OF PERFORMANCE

- A. The Period of Performance for this grant is expected to begin June 1, 2025, and be effective through May 31, 2026.
- B. At Tarrant County’s discretion, and based on performance, Subawards may be renewed for any determined length of time without the subawards being subject to further competition.

Subaward renewal is not automatic. Subawardee’s prices must remain firm for the entire Period of Performance. Subawards may not be renewed when the CSNA indicates a different prioritization of services; when required by DSHS in writing; when the Subawardee is not able to meet performance standards; and/or when it is in Tarrant County's best interest to do so. The items listed below are among the items Tarrant County may consider when determining, at its sole discretion, whether or not to renew a Subaward. This list is not intended to be all-inclusive. Tarrant County may decide to renew or not renew a Subaward for any reason including the following:

- Availability of funding
- Subawardee's compliance with the terms of the Subaward and performance
- Subawardee’s compliance with renewal documentation and deadlines
- There should be no expectation of additional or continued funding on the part of the Subawardee. Any additional funding or future funding may require submission of an Application through a subsequent RFA.

2.5 PROGRAM OBJECTIVES

- A. The goal of EHE is to prevent the transmission of HIV within Tarrant County. These supports lead to strengthened connections, engagement, and contribution to the community.
- B. EHE provides an array of services within Tarrant County, including promoting HIV prevention methods, education on HIV risks and protective behaviors, linkage to HIV-related care and socioeconomic resources to overcome barriers to care, and detection of and response to local transmission networks. Supports offered under EHE should meet the DSHS’ goal to increase HIV awareness and prevention efforts, thus increasing the likelihood of positive outcomes for at-risk populations. HIV prevention promotion in this context are a broad set of characteristics and environmental supports that increase an individual’s ability to avoid risks and promote social and emotional competence to thrive in all aspects of life, now and in the future.
- C. The EHE initiative ensures the local jurisdictions reach the communities and populations most affected by HIV. EHE also complements the [National HIV/AIDS Strategy](#), which provides a roadmap for a whole-of-society response to ending the HIV epidemic.

EHE is rooted in equity and focused on implementing community-specific strategies. CDC gives local leaders the flexibility to design and implement [prevention strategies](#) tailored to the specific needs of their [communities](#).

With support from CDC, EHE jurisdictions develop [local implementation plans](#). These plans detail forward-thinking strategies to meet the needs of communities, address social determinants of health, and advance [health equity](#). CDC also supports jurisdictions in implementing [whole-person](#) approaches that dismantle HIV-related stigma and other barriers to care.

EHE is by its nature a community-focused health equity intervention. For EHE to be successful, HIV interventions must reach the people and communities who would benefit. CDC EHE Partnerships include:

- (a) Academic Institutions
- (b) Civic Organizations
- (c) Community-Based Organizations (CBOs)
- (d) Faith-Based Organizations (FBOs)
- (e) Federal Agencies and Offices
- (f) Housing Organizations
- (g) Mental Health Organizations
- (h) Non-Profit Organizations
- (i) People with HIV
- (j) People Who Can Benefit from HIV Prevention
- (k) Private Sector
- (l) Rural Communities
- (m) State and Local Health Departments
- (n) STI and Substance Use Clinics
- (o) Other HIV-Focused Collaborators

CBOs play a critical role in providing HIV services to people who need them. CDC, DSHS, and Tarrant County listen EHE initiatives listen to people with and affected by HIV and integrates their needs and ideas into EHE strategies. This includes the development and implementation of novel, culturally responsive, and equity-focused HIV prevention strategies, programs, research, and other initiatives.

EHE jurisdictions must allocate at least 25% of their EHE funding for planning and implementation of EHE activities by CBOs. In addition to HIV prevention programs, example activities include:

- Housing and employment support
- Mental health services
- Substance use disorder treatment
- Comprehensive sexual health services

Programs under this RFA must be intentionally designed and to develop and execute comprehensive strategic plans to create and implement innovative, evidence-based, and data-driven intervention and prevention initiatives, including:

1. Increase the number of vulnerable community members referred for testing for HIV/STIs, engaged into PrEP or HIV-related care, provided HIV/STI-related education during client encounters, and/or linked with other socioeconomic resources within Tarrant County; and
2. Provide HIV/STI education during client encounters, testing events, and activities. These activities may include street-level outreach, provision of HIV/STI information, and testing services, linkage to PrEP and HIV-related care, referrals to other socioeconomic resources, social media programming; and
3. Meet reporting requirements per CDC's and DSHS' EHE program guidelines, including collecting data on outcomes achieved through the program, counting the number of community members engaged in social media; the number of people referred to HIV/STI testing; the number of those tested for HIV/STIs; the number of those referred to PrEP and HIV-related care; and/or the number of individuals referred to and successfully connected with other socioeconomic resources.

2.6 LOGIC MODEL

A Logic Model is a program map. It is a simple, logical illustration of what the program does, why, and how the Applicant will know if the program is successful. There are a wide variety of Logic Model formats, but most have the same key components including: resources or inputs, activities, outputs, outcomes, and impact. A good Logic Model demonstrates the Applicant's program Theory of Change in a measurable format.

Each Applicant should submit a Logic Model for EHE with the Application in **Exhibit D: Project Work Plan**.

Applicants should update the Logic Model if any component changes such as program activities or resources through a plan change.

Applicant may use any Logic Model format. Suggested sources for development of a Logic Model include, but are not limited to:

- A. W.K. Kellogg Foundation, [Kellogg Foundation-Logic Model Development Guide](#)
- B. Family Resource Information, Education, and Network Development Service, <https://friendsnrc.org/evaluation/logic-models/>
- C. The University of Kansas, <https://ctb.ku.edu/en/table-of-contents/overview/models-for-community-health-and-development/logic-model-development/main>

2.7 ELIGIBLE POPULATIONS

Subawardee will serve populations within Tarrant County who are most vulnerable to contracting HIV.

2.8 EHE PARTICIPANT REQUIREMENTS

- A. Subawardees must agree to adhere to all the following conditions while providing

opportunities funded by the EHE:

1. All Participants must enter the program voluntarily. Voluntarily means that the Participants in the program must not be coerced, court ordered, or mandated to participate in EHE.
2. Subawardee cannot charge Participants a fee for participating in a program or for any program participation-related costs.
3. Subawardee must provide programming to Participants without regard to their economic status.

SECTION III – APPLICANT REQUIREMENTS

3.1 ELIGIBLE APPLICANTS

- A. Applicant must be a nonprofit organization as defined by the Texas Business Organization Code, Chapter 22, or a governmental entity.
- B. Applicant must have at least five (5) years of experience in managing budgets, grants, contracts for social services.
- C. Applicant must have at least five (5) years of experience in providing programs to marginalized populations.
- D. Applicant that has monitoring reports from any Texas State Agency, or federal funding entity, or audits performed on Applicant’s organization in the past three years should be able to demonstrate the organization is competent in managing and budgeting its programs and operations.
- E. Applicant must certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- F. Applicant that is currently providing services under contract with any Tarrant County Department, and has contract audit issues that are outstanding, is not eligible to apply for funding under this RFA.
- G. Applicant must have written policies and procedures in place to ensure the following:
 1. Establish and maintain effective internal controls and accounting practices;
 2. Comply with Federal and State statutes, regulations, and terms & conditions;
 3. Evaluate and monitor compliance;
 4. Take prompt action on audit findings;
 5. Safeguard and protect personally identifiable information;
 6. Human Resources (recruiting and hiring of new employees, orientation and training of current employees, employee benefits, retention, and nepotism);
 7. Standards of conduct covering conflicts of interest;
 8. Governing the performance of its employees;

9. Policy regarding the reporting of suspected child abuse and neglect; and
10. Policy regarding tracking of services and performance data.

3.2 ORGANIZATIONAL COMPETENCE

- A. Applicant should propose and implement improvements to its organization to further the goals of competently supporting EHE Participants by promoting positive HIV-prevention outcome. Dimensions to address should include the following:
1. Strategically hire Program Staff. The most effective staffing structure for competently supporting EHE Participants incorporates intentional recruitment of staff with diverse backgrounds, demographics, and experience supporting holistic health approaches and HIV awareness.
 2. Strategically hire organizational leadership. Organizational leadership should have diverse backgrounds, demographics, experiences and be reflective of the community served.
 3. Make support available to community members through accessible program sites, hours, and delivery schedules.
 4. Cultivate EHE Participants as mentors and leaders.
 5. Brand the program and recruitment materials in ways that resonate with at-risk populations.
 6. Conduct strategic outreach to include engaging EHE Participants in outreach strategies, such as word-of-mouth and population-specific promotional campaigns.

3.3 STAFFING REQUIREMENTS AND QUALIFICATIONS

- A. All Subawardees' EHE programs must be adequately staffed and supported in order to ensure delivery of competent and robust programming, accomplish all deliverables of the program, and provide continuity of programs in the event of a vacancy.
- B. The Applicant must develop, provide, and manage a staffing plan that includes, at least, minimum qualification, educational and experience requirements for direct service workers, administrative staff, and volunteers.
1. All positions must have a detailed job description.
 2. Direct service staff must be at least 18 years of age.
- C. The Applicant must have an agency-based organizational chart representative of the overall agency structure. In addition, a program-based organizational chart that indicates the number of staff and volunteers supervised by each position and clearly shows lines of reporting and supervision.
- D. All staff and volunteers must follow the highest ethical standards in the performance of duties. All client information is privileged, confidential, and must be protected at all times.
- E. The Applicant must have a continuity plan for staff vacancies, process for training new hires in the evidence-based or promising practice program, and procedures for screening, matching, and providing assignments to volunteers (if utilized).
- F. Background checks must be completed through DSHS for all employees, volunteers and

interns that work directly with EHE clients and/or have access to EHE client information or financials. Subawardees must submit required documents to the EHE Program Manager. Criminal clearance must be obtained prior to working with EHE in any capacity. An FBI criminal history check is required for anyone who has lived outside the state of Texas within the past five (5) years and may be required at the discretion of the DSHS contracts background checks division on a case-by-case basis.

1. New documents and clearances must be obtained every 24 months. Clearances must not expire while working with EHE. If clearances expire, that individual may not have contact with EHE in any capacity, and the Subawardee will not be reimbursed for salary, fringe, etc. (if employee).
2. New documents and clearances must be obtained if the employee/volunteer changes positions within your organization.
3. Subawardees are required to report to Tarrant County within 10 business days any new arrest or any investigation of abuse or neglect conducted by any federal, state, or local agency or board. This is referred to as self-reporting. The Subawardee ensures that all staff and volunteers are aware of the requirement to self-report.

G. Subawardees must provide monthly (minimum) supervision of all staff that provide direct services to EHE clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the community. Monthly supervision details must be reported in the EHE monthly report.

H. Subawardees must have a designated representative attend monthly desk reviews with Tarrant County EHE Project Manager. The designated representative must be fully knowledgeable in programmatic and fiscal areas, and able to respond to questions or issues raised during the desk review.

3.4 TRAINING REQUIREMENTS

Applicant should submit a training plan for all EHE workers; including volunteers and anyone else working on the Grant; that includes both initial and ongoing training.

Subawardees must implement the following training requirements:

- A. All EHE workers (staff and volunteers) must receive New Employee or Volunteer Orientation – must include agency policies and procedures, including abuse and neglect.

Additional training topics may include, but are not limited to:

1. Healthy relationships;
2. Effective collaboration;
3. Effective group or meeting facilitation;
4. Ethics;
5. Mental Health First Aid Training;
6. Referrals and service connections;
7. Substance use;

- B. Subawardees must submit all training certificates to EHE Program Manager, who will track training progress monthly, quarterly and annually. Training certificates must be maintained in EHE personnel files.
- C. Subawardees must maintain all required training certificates in organizations' personnel files.

3.5 PERSONNEL FILES

- A. Personnel files must be maintained by the Subawardee for each employee and volunteer.
- B. Personnel files must be maintained by Tarrant County for all Subawardee EHE staff and volunteers. All documents must be submitted to Tarrant County in a timely manner.

Personnel files must include:

1. I-9's (staff only)
2. Job Description
 - a. Staff/volunteers must meet all requirements listed on their job description.
 - b. Title on job description must match title on EHE contract/budget.
3. Résumé (Application for employment is allowable if résumé is not required by Subawardee for position)
4. Diploma or Transcript (Serves as verification that staff/volunteer meets job description qualifications. Examples: If high school diploma is required on job description, then copy of high school diploma or transcript must be submitted to Tarrant County for verification. If Master's degree is required on job description, then copy of Master's degree or transcript must be submitted to Tarrant County for verification)
5. New Hire Orientation certificate/documentation (agency orientation)
6. EHE Orientation (if applicable per position)
7. Training Certificates
8. EHE Criminal Background Checks (renewed every 2 years)
 - a. Form 2970c
 - b. Form 2971c
 - c. Criminal history clearance
 - d. Abuse/neglect clearance
 - e. FBI fingerprint clearance (if lived outside TX within last 5 years)

3.6 FINANCIAL REQUIREMENTS

Subawardee must create and maintain reliable and accurate records to support all actions related to invoicing, payments and adjustments for services provided to EHE Participants. Records must include at a minimum, but are not limited to the following:

- A. Copy of all Reimbursement Requests submitted by the Subawardee;
- B. Documentation to include: reimbursement checks, general ledger, check register, bank statements, payroll summary sheets, Tax Form 941, single audit/audited financial statements, policies and procedures, cost allocation plan, budget transfers, etc.; and
- C. Any other documentation to support an expense billed to the Grant.

3.7 BILLING REQUIREMENTS

A. Tarrant County will pay Subawardee on a monthly **cost-reimbursement** basis in response to a complete Reimbursement Request.

Reimbursement Request must include:

1. Project Reimbursement Request form;
2. Receipt Tally; and
3. All supporting documentation for expenses billed.
 - a. Salary Documentation
 1. Timesheets
 2. Check paid to employee or direct deposit documentation
 3. Payroll documentation
 - b. Fringe Benefits Documentation
 1. Billing invoice and check paid for each benefit
 - c. Expense Documentation
 1. Receipt or invoice
 2. Check paid or credit card receipt and credit card statement showing expense

B. Subawardee must submit monthly Reimbursement Request to Tarrant County on the designated date for monthly desk reviews.

C. Tarrant County will pay Subawardee from available funds for services rendered in accordance with the terms of the Contract after deduction of any known previous overpayment made by Tarrant County.

D. Tarrant County is not obligated to pay unauthorized costs or to pay more than the allowable and actually incurred costs consistent with federal and state regulations.

E. Costs should be billed to the month in which they were incurred, either on the primary Reimbursement Request for that month or on a supplemental Reimbursement Request if they are not paid in time to include them on the primary request. Only one supplemental request is allowed per month and must be submitted to Tarrant County by the designated due date.

3.8 INDEMNITY AND INSURANCE

A. THE SUBAWARDEE WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SUBAWARDEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SUBAWARDEE, THE SUBAWARDEE WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SUBAWARDEE WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SUBAWARDEE HARMLESS NOR AGREE TO INDEMNIFY THE SUBAWARDEE AND ANY PROVISIONS TO

THE CONTRARY ARE VOID.

- B. INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SUBAWARDEE WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:**
- 1. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR (\$10,000.00) MINIMUM; AND**
 - 2. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.**
 - 3. IF SUBAWARDEE'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.**

ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.

IN THE EVENT THE SUBAWARDEE IS UNABLE TO COMPLY, THE SUBAWARDEE WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SUBAWARDEE'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SUBAWARDEE WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.

THE SUBAWARDEE WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SUBAWARDEE IS UNABLE TO OBTAIN INSURANCE, THE SUBAWARDEE WILL SUBMIT THE DOCUMENTATION REQUIRED ON AN ANNUAL BASIS.

ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.

The County may waive all or part of this insurance requirement at its discretion.

UNLESS OTHERWISE NOTED IN THE CONTRACT, AND TO THE EXTENT THAT SUBAWARDEE DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SUBAWARDEE ACKNOWLEDGES AND AGREES THAT SUBAWARDEE WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SUBAWARDEE'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THE CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SUBAWARDEE FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.

3.9 ADDITIONAL PROGRAM REQUIREMENTS

Subawardee is responsible for remaining current with and following all policy updates and clarifications issued by DSHS and Tarrant County during the Period of Performance.

Subawardee must participate in webinars, trainings and conference calls as scheduled by DSHS and/or Tarrant County. Subawardee must ensure at least one staff member who is knowledgeable about the program and is authorized to make decisions attends the webinar, training, or conference call.

3.10 USE OF SUBAWARDS

Subawardee must provide all direct services as contracted. Subawardee must not further subcontract with another organization to perform services.

3.11 TRANSITION PLAN

At the end of the Period of Performance, including renewals if any, or other Grant termination or cancellation, the Subawardee will, in good faith and in reasonable cooperation with Tarrant County, aid in transition to any new arrangement or provider of services.

SECTION IV – EHE PROGRAMMING

Tarrant County will fund EHE prevention services that are directly linked to HIV prevention. To the greatest extent possible, services should be designed to appeal to those people most vulnerable to HIV transmission. Services provided with EHE funding must meet the needs of the community and show how the service is assisting in preventing the transmission of HIV.

DSHS requires Tarrant County EHE to implement specific programs/service types, which are typically provided through multiple Subawardees. As funding allows, Tarrant County EHE will also implement ancillary programs/service types through multiple Subawardees. Applicants may propose to provide required or ancillary EHE programming. Applicants may propose to provide one or more programs.

4.1 REQUIRED PROGRAMMING

Required EHE program funding may only be used to reduce the incidence of HIV infection; to increase the number of people who are tested for HIV; to engage people in PrEP or HIV-related

care among community members who are vulnerable to HIV; or to increase basic HIV/STI-related understanding during client encounters via one of the following opportunities:

- A. HIV Testing and Engagement in Care
 - 1. Developing and executing comprehensive strategic plans to increase the number of vulnerable community members referred for testing for HIV/STIs, engaged into PrEP or HIV-related care, provided HIV/STI-related education during client encounters, and/or linked with other socioeconomic resources within Tarrant County; and
- B. Socioeconomic Resources to Overcome Barriers to Care
 - 1. Referrals to or provision of other socioeconomic resources to overcome barriers to care social media programming; and/or
- C. HIV Prevention Education and Promotion
 - 1. Community-specific, culturally relevant, and engaging education about HIV, vulnerabilities to HIV, HIV prevention, PrEP, testing, and engaging in care to obtain an undetectable viral load; posted on social media outlets, billboards, flyers, and at community events.

4.2 ANCILLARY PROGRAMMING

Ancillary programming is optional and selected by the Applicant to complement the EHE program. All EHE programming must promote HIV awareness and prevention.

4.3 COMMUNITY MEMBER ENGAGEMENT REQUIREMENTS

- A. Community engagement is associated with improved program outcomes. Applicant must demonstrate a commitment to the meaningful involvement of community members in all stages of EHE programming.
- B. Applicants must outline a plan for Community Member engagement in **Exhibit D: Project Work Plan**, outlining anticipated strategies and timelines for implementation.
- C. At a minimum, one Community event should be held by each Subawardee each quarter of the fiscal year. Collectively, Tarrant County EHE subrecipients will provide at least two events per quarter.
- D. Community events may include tabling at community events, hosting seminars, workshops and educational sessions.
- E. All Community events must be recorded on monthly reports.
- F. All Community events are to be for at-risk populations, or for those who serve at-risk populations. The target-audiences for each event must be described in the events reporting.

4.4 ADDITIONAL PROGRAM REQUIREMENTS

Each EHE program should provide opportunities for participants to increase awareness and tools for HIV prevention. Each proposed program component (required and ancillary) should directly link to one of more of the EHE program priorities:

Diagnose

To decrease the number of new HIV infections and help more people get tested and know their status:

1. Increase testing in healthcare facilities, including through routine screening.
2. Make HIV testing more accessible in nontraditional settings. Includes mobile testing units, co-location of HIV testing with other health services, and [self-testing](#).
3. Educate and promote the CDC's guidelines for [routine HIV testing](#).

Prevent

To prevent new HIV transmissions and increase access to HIV prevention services:

1. Expand strategies to increase knowledge and availability of PrEP. Includes telePrEP, same-day PrEP delivery, long-acting injectable PrEP, and pharmacy-based access to PrEP.
2. Increase the number of clinicians aware of and offering PrEP and post-exposure prophylaxis (PEP).
3. Cover the costs of PrEP-related services. Includes laboratory tests and physician visits.
4. Develop and deliver [education campaigns](#) to increase PrEP awareness and demand and combat stigma associated with PrEP use and HIV. Includes [She's Well](#), a campaign focused on PrEP for women.
5. Provide guidance on how to deliver PrEP and PEP services during clinical-service disruptions. Includes public health emergencies.

Respond

Respond quickly to potential HIV outbreaks to get vital prevention and treatment services to people who need them.

Collaborate with the local health department, communities, and partners to understand local needs. Includes tailoring HIV prevention and other health and social services and programs for communities experiencing rapid transmission.

Applicant must ensure services are easily accessible to vulnerable community members. Applicant must offer programming at times and places that meet the needs of local communities. In addition, the Applicant must address any transportation barriers or needs, and coordinate or provide transportation of community members to participate in EHE activities. Transportation costs are reimbursable under this RFA.

4.5 RECRUITMENT AND OUTREACH

- A. Applicants should develop outreach plans and strategies to connect to at-risk populations. In addition to standard means of program outreach and marketing, such as Program Staff giving out brochures, utilizing social media, and sharing program information at events, outreach within the community should involve innovative and targeted approaches. Innovative means could include, but are not limited to, use of community peers and leaders to distribute program material and hosting community awareness seminars.

- B. Applicants should propose how they will alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of Community context. The Applicant should elaborate on any proposed incentives, how they were chosen, and how they will benefit the Participants and EHE.

4.6 PARTICIPANT CASE RECORDS

- A. Annual Data Authorization: Subawardee must obtain a new Data Authorization form for each Participant either each fiscal year or program year after beginning services, or on each one-year anniversary of enrollment in the program, for as long as they continue to receive services.
- B. Required Record Keeping: Participant case records and Subawardee service documentation must be maintained by Subawardee in order to maintain details of service requested by DSHS and Tarrant County and to support programming efforts and improvements.
 - 1. Subawardee will track all EHE activities provided in accordance with the Subawardee's approved **Exhibit D: Project Work Plan**.
 - 2. Subawardee must ensure that all service documentation is complete, accurate, and maintained in an organized fashion.
 - 3. Subawardee must maintain records in a manner which protects the confidentiality of the populations being served.
 - 4. Subawardee must ensure compliance with all record keeping requirements stated in this document.
 - 5. All records must be maintained in a central location and made available and accessible to DSHS and Tarrant County without limitations.
 - 6. Records may be maintained electronically; however, Subawardee must be able to promptly produce an easily-legible hard copy of any records, if requested by DSHS and/or Tarrant County. Any records maintained electronically must be able to be produced in a portable format such as a Comma Separated Values (CSV) file.
 - 7. Referrals Tracking
 - a. Subawardee, or those who are providing direct services or referrals to services, must develop and maintain a tracking system to record Participants provided or referred to HIV- and/or socioeconomic-related services.

Documentation must include:

- i. Date of Referral;
- ii. Origin of the Referral;
- iii. Participant eligibility for services; and
- iv. Date that it was confirmed if the Participant spoke with a representative with the service provider.
- v. Subawardee must also track reasons that services were not provided or that a Participant did not engage in the program or was determined to be ineligible.

4.7 PERFORMANCE MEASURES

- A. Thorough the negotiation process, Outputs and Outcomes related to service provision will be identified. Identified Outputs and Outcomes will be required by every Subawardee.

B. Measures to be incorporated into all EHE Grants may include, but are not limited to:

Target Outputs and Outcomes	
Outputs/Outcomes Defined	Target Output/Outcome (or %)
Output 1: Expected number of community members or community leaders engaged in HIV educational seminars, workshops, events, etc.	Applicant will propose the number of community members / leaders to be engaged during the grant period.
Output 2: Expected increase in HIV-related knowledge of attendees in seminars, workshops, etc. as measured via pre- and post-knowledge surveys	Applicant will propose the expected percentage in increased knowledge during the grant period.
Output 3: Expected number of community members referred to HIV/STI testing services	Applicant will propose the number of community members referred to testing services within the grant period.
Output 4: Expected number of community members tested for HIV/STIs directly by the Subawardee	Applicant will propose the number of community members tested during the grant period.
Output 5: Expected number of self-HIV tests to be distributed within at-risk communities	Applicant will propose the number of HIV self-tests to be distributed during the grant period.

*Outputs are subject to negotiation based on available funds, DSHS and Tarrant County requirements.

C. Performance measures are set at the discretion of DSHS and Tarrant County, and may be changed at any time, but will not be changed without due notice from Tarrant County.

SECTION V – REPORTING REQUIREMENTS

Reporting Requirements		
Activity	Frequency	Summary

Desk Review	<p>Monthly Desk Reviews are scheduled with EHE Program Manager at the beginning of the grant period. Consistent days and times are established for each Subawardee. Meetings are typically scheduled during the second week of each month.</p>	<p>All reports, required forms, and billings will be submitted for the previous month prior to the Monthly Desk Review. A designated representative must be present, and must be able to cover both fiscal and programmatic reports. These meetings are designed increase collaboration among partners, provide training, address concerns, as well as provide information to and from the CDC, DSHS, and Tarrant County.</p>
Monthly Report	<p>Due on the 15th day of the following month.</p>	<p>Subawardees are required to complete the EHE Monthly Report. Tarrant County provides a template for this narrative report. <u>Report includes:</u></p> <ul style="list-style-type: none"> A. Program activities; B. Strengths & successes; C. Program challenges; D. Outreach efforts; E. Attachments of calendars, pictures, articles, flyers, etc.
Attendance Logs	<p>Due the 15th day of the following month.</p>	<p>Subawardees will be responsible for maintaining accurate attendance logs or sign-in sheets for all youth participating in services. Attendance logs must be maintained on a monthly basis.</p> <ul style="list-style-type: none"> A. Attendance logs must be completed for every service provided. B. Attendance logs must be signed by staff member present for verification. C. Number of services listed on MST must be verified by attendance logs (must match).
Materials/hand-outs used, and additional documentation as appropriate to the proposed program	<p>Due on the 15th day of the following month.</p>	

<p>Reimbursement Request (monthly billing)</p>	<p>Due on the 15th day of the following month.</p>	<p>Subawardees will be responsible for maintaining accurate monthly billing procedures, and submitting monthly reimbursement requests to Tarrant County for EHE-allowable and actually incurred costs consistent with federal and state regulations. Subawardees will be reimbursed for eligible and allowable expenses incurred and paid each month.</p>
<p>Annual Report</p>	<p>Within 30 days of the end of the contract period.</p>	<p>Subawardees are required to complete the EHE annual report. Tarrant County provides a template for this narrative report.</p> <p><u>Report includes:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Contracted service outcome goals & achievements; <input type="checkbox"/> Strengths & successes; <input type="checkbox"/> Program challenges; <input type="checkbox"/> Training; <input type="checkbox"/> Project Work Plan; <input type="checkbox"/> Evaluation; and <input type="checkbox"/> Suggestions for programmatic improvement

SECTION VI – MONITORING REVIEWS

6.1 QUARTERLY REVIEW

Tarrant County will conduct quarterly reviews of the work of the Subawardee. If Tarrant County requests, the Subawardee must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.

6.2 FORMAL MONITORING REVIEWS

Tarrant County will perform annual formal monitoring of all Subawardees, to include program, administrative and fiscal reviews. Subawardee must cooperate fully in any review conducted by Tarrant County, or its authorized representatives, related to services provided under this contract. Tarrant County has the authority to monitor, inspect, assess, and review the fiscal, contractual, and program performance of the Subawardee, including all information related to any services provided under this contract or billed to Tarrant County. The Subawardee will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by Tarrant County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by Tarrant County, including a written CAP. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

SECTION VII – EHE HIV PREVENTION PARTNERSHIP

Tarrant County Public Health EHE hosts a partnership of community partners, including CBOs, FBOs, academic institutions, medical providers, etc. focused on preventing the transmission of HIV within the County. Subawardees are required to have a representative participate in the EHE HIV Prevention Partnership.

7.1 EHE PREVENTION PARTNERSHIP GOALS

Meet quarterly to discuss community partners' programs and initiatives, EHE program progress, determine program gaps and opportunities to meet the needs of the community and avoid duplication of existing services.

Determine how to integrate and promote EHE into the Community. Examples may include: outreach events, community events, utilizing existing resources, identifying external funding sources, and connecting to community stakeholders and other existing family support systems.

SECTION VIII – PROHIBITIONS

Grant funds must not be used to support the following services, activities, and costs:

- A. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- B. Lobbying;
- C. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
- D. Vehicles or equipment for government agencies that are for general agency use;
- E. Weapons, ammunition, tracked armored vehicles, weaponized vehicles or explosives;
- F. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- G. Promotional gifts;
- H. Food, meals, beverages, or other refreshments, except for eligible per diem associated with Grant-related travel, where pre-approved for working events, or approved by DSHS and Tarrant County, and are directly related to the program's purpose;
- I. Membership dues for individuals except where approved by DSHS and Tarrant County and required for program implementation;
- J. Any expense or service that is readily available at no cost to the Grant project;
- K. Any use of Grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-Grant sources;
- L. Fundraising;
- M. The acquisition or construction of facilities; or
- N. Any other prohibition imposed by federal, State, or local law.

SECTION IX – STANDARDS

Subawardees must comply with the requirements applicable to this funding source cited in the [Uniform Administrative Requirements, Cost Principles, and Audit Requirements](#) for Federal Awards (2 CFR 200); the [Uniform Grant Management Standards \(UGMS\)](#), and all statutes, requirements, and guidelines applicable to this funding.

Subawardees are required to conduct Project activities in accordance with federal and State laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the Health and Human Services Commission (HHS) Civil Rights Office website at: [HHS Civil Rights Office](#).

Upon request, a Subawardee must provide the HHS Civil Rights Office with copies of all the Subawardee's civil rights policies and procedures. Subawardees must notify HHS's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than ten (10) calendar days after receipt of the complaint. Notice must be directed to:

HHS Civil Rights Office 4601
W. Guadalupe, MC 1560
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885

Subawardee must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Subawardee's programs, benefits or activities on the basis of national origin, and must 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.

Subawardees must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

SECTION X – ADMINISTRATIVE INFORMATION

10.1 SCHEDULE OF EVENTS

The Schedule of Events for this RFA are listed on Page 8. These dates are a tentative schedule of events. Tarrant County reserves the right to modify these dates at any time upon notice posted on the Tarrant County website. Any dates listed after the Grant Application deadline will occur at the discretion of Tarrant County and may occur earlier or later than scheduled without notification on the Tarrant County website.

10.2 CHANGES, AMENDMENT OR MODIFICATION TO RFA

Tarrant County reserves the right to change, amend or modify any provision of this RFA, or to withdraw this RFA, at any time prior to Award, if it is in the best interest of Tarrant County and will post such on the Tarrant County website. It is the responsibility of Applicant to check the Tarrant County website to ensure full compliance with the requirements of this RFA.

10.3 IRREGULARITIES

Any irregularities or lack of clarity in this RFA should be brought to the attention of the Point of Contact listed in Section 10.4.A as soon as possible so corrective addenda may be furnished to prospective Applicants.

10.4 INQUIRIES

- A. Sole Point of Contact: All requests, questions, or other communication about this RFA shall be made in writing to the sole point of contact addressed to the person listed below. All

communications between Applicants and DSHS or Tarrant County staff members concerning the RFA are strictly prohibited. Failure to comply with these requirements may result in disqualification of Applicant's Grant Application.

EHE Program Manager: Hope Adams
Address: 1101 S. Main Street, Room 2503, Fort Worth, TX 76104
Phone: 817-321-4896
Email Address: hmadams@tarrantcountytx.gov

- B. Prohibited Communications: All communications between Applicants and DSHS or Tarrant County staff members concerning the RFA may not be relied upon and Applicant should send all questions or other communications to the Sole Point of Contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this RFA. Failure to comply with these requirements may result in disqualification of Applicant's Grant Application.
- C. Questions: Tarrant County will allow written questions and requests for clarification of this RFA. Questions must be submitted in writing and sent by email to the Sole Point of Contact listed in Section 10.4.A listed above. Applicants' names will be removed from questions when responses are released. Questions should be submitted in the following format. Submissions that deviate from this format may not be accepted:
1. Funding Opportunity Title
 2. Section Number (include paragraph number/letter – as specific as possible)
 3. Page Number
 4. Text of passage being questioned
 5. Question

Questions or other written requests for clarification must be received by the Point of Contact by the deadline according to the Schedule of Events on Page 5. However, Tarrant County, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide entity name, name of contact person, address, phone number, and e-mail address when submitting questions.

- D. Clarification Request Made by Applicant: Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFA in the manner and by the deadline for submitting questions.
- E. Responses: Responses to questions or other written requests for clarification will be posted on the Tarrant County website. Tarrant County reserves the right to amend answers prior to the deadline of Grant Applications. Amended answers will be posted on the Tarrant County website. It is the Applicant's responsibility to check the websites or contact the Sole Point of Contact for updated responses. Tarrant County also reserves the right to provide a single consolidated response for all similar questions in any manner at Tarrant County's discretion.
- F. Applicant Meeting: Tarrant County will conduct an optional in-person pre-submittal Applicant Meeting on **February 11, 2025**, at 11:00 a.m.–12:00 p.m. CDT. EHE program information and RFA instructions will be reviewed. EHE Program Manager will answer all questions during this meeting. Applicants and current EHE Subawardees will have the

opportunity to network and discuss best practices.

Location: Tarrant County Public Health
1101 S. Main Street, Baker Classroom
Fort Worth, Texas 76104

G. Applicant Webinar: Tarrant County will conduct an optional pre-submittal Applicant Webinar on **February 12, 2025**, at 10:00 a.m.–11:00 a.m. CDT. EHE program information and RFA instructions will be reviewed. EHE Program Manager will answer all questions during this webinar.

Please register for the webinar at: <https://events.gcc.teams.microsoft.com/event/36640490-a86f-474f-81e8-5b9b2cc16751@0ad2db0e-41de-43fe-946c-d2cad05bd94d>

10.5 LETTER OF INTENT

Interested Applicants should submit a Letter of Intent (LOI) to apply no later than **February 21, 2025**. See **Exhibit S: Letter of Intent**.

Letters of Intent will allow Tarrant County to determine the number of days necessary to review the Applications. If Applicant does not submit LOI, Tarrant County does not disqualify or consider the Applicant non-responsive.

10.6 GRANT APPLICATION COMPOSITION

All Applications must be:

- A. Clear and legible;
- B. Sequentially page-numbered and include the Applicant's name at the top of each page;
- C. Organized in the sequence outlined in Submission Checklist.
- D. In Calibri font, size 11 or larger for normal text, no less than size 10 for tables, graphs, and appendices;
- E. Blank forms provided in the Exhibits must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided;
- F. Correctly identified with the Funding Opportunity Title and submittal deadline;
- G. Responsive to all RFA requirements; and
- H. Signed by an authorized official in each place a signature is needed.

10.7. GRANT APPLICATION SUBMISSION AND DELIVERY

- A. Deadline: Grant Applications must be received no later than the date and time specified in Schedule of Events on Page 5. No Applications will be accepted after this date and time.
- B. Delivery: Applicant must correctly deliver Application by one of the methods below. Applications submitted by any other method will NOT be considered. All Grant Applications become the property of Tarrant County after submission and will not be returned to Applicant.

1) Submission Option #1:

- a) Applicant shall submit the following through email to the Point of Contact. One file named “Original Application” that contains the Applicant’s entire Application in searchable portable document format (PDF).
- b) In accordance with Public Information Act (Section 15.4), one file named “Public Information Copy” that contains the Applicant’s entire Application in searchable PDF, if applicable.

2) Submission Option #2:

Applicant shall submit the following on two (2) USB drives – one (1) labeled “Original” and one (1) labeled “Copy” to the mailing address identified in this section:

- a. Each USB must contain one file named “Original Application’ that contains the Applicant’s entire Application in searchable portable document format (PDF).
- b. In accordance with Public Information Act (Section 15.4), one file named “Public Information Copy” that contains the Applicant’s entire Application in searchable PDF, if applicable.

To be delivered by U.S. Postal Service, overnight or express mail, or hand delivery to:

Tarrant County EHE
Attn: Hope Adams, EHE Program Manager
1101 S. Main Street, Room 2503
Fort Worth, Texas 76104

For those Grant Applications mailed or hand delivered, USB drives should be placed in a sealed box or envelope and clearly labeled as follows:

RFA NAME: EHE GRANT APPLICATION
GRANT APPLICATION DEADLINE: **February 28, 2025**, at 5:00 p.m.
ATTN: Hope Adams

Tarrant County will not be responsible for any Grant Application that is mishandled prior to receipt by Tarrant County. It is the Applicant’s responsibility to mark appropriately and deliver the Grant Application to Tarrant County by the specified date and time.

10.8 ALTERATIONS, MODIFICATIONS AND WITHDRAWALS

Prior to the Grant Application submission deadline, an Applicant may: (1) withdraw its Grant Application by submitting a written request to the Sole Point of Contact, or (2) modify its Grant Application by submitting a written Amendment to the Sole Point of Contact. Tarrant County may request Grant Application Modifications at any time.

SECTION XI – GRANT APPLICATION EVALUATION AND AWARD PROCESS

11.1 GENERAL

Those Applicants selected through the evaluation process will be invited to submit additional information and to participate in a negotiation process, which will determine final selection. The specific dollar amount Awarded to each successful Applicant will depend upon the merit and scope of the Application, negotiations, and available funds. Funded amounts may differ from those requested. Not all Applicants who are deemed eligible to receive funds are assured of receiving an Award. The final funding amount and the provisions of the Contract will be determined at the sole discretion of DSHS and Tarrant County.

11.2 ELIGIBILITY SCREENING

Applications will be reviewed for minimum qualifications (see **Section III – Applicant Requirements**) and completeness. All complete Applications meeting the minimum qualifications will move to the Evaluation stage.

11.3 APPLICATION EVALUATION

Applications will be evaluated and scored in accordance with the factors required by the EHE Grant program and other factors deemed relevant by DSHS and Tarrant County.

Tarrant County will select Applicants to receive Awards based on eligibility criteria, facility type, staffing requirements, scores, Best Value factors, and the best interest of the State and County.

Grant Applications shall be evaluated based upon the following Best Value criteria:

Background and Experience	20%
Project Description & Work Plan	60%
Financial Stability and Reasonable Program Cost (Budget)	20%

11.4 FINAL SELECTION

After initial screening for eligibility, Application completeness, and scoring of the elements listed above in Section 11.3, a review committee will look at all eligible Applicants to determine which Applications should be Awarded to most effectively accomplish EHE priorities. The review committee will recommend Grant Awards to the DSHS and Tarrant County, who will make the final Award approval.

Tarrant County will make all final funding decisions based on eligibility, State priorities, County priorities, reasonableness, availability of funding, and cost-effectiveness.

11.5 NEGOTIATION AND AWARD

A. Negotiations: The specific dollar amount Awarded to each Subawardee will depend upon the merit and scope of the Application, the recommendation of the review committee, the number

of selected Applicants, and the decision of the DSHS and Tarrant County Commissioner's Court. Not all Applicants who are deemed eligible to receive funds are assured of receiving an Award.

The negotiation phase will involve direct contact between the Applicant and Tarrant County Point of Contact via web conference, phone, and/or email. During negotiations, Applicants may expect:

1. An in-depth discussion of the submitted Application and budget; and
2. Requests from Tarrant County for clarification or additional detail regarding Application.
The final funding amount and the provisions of the Contract will be determined at the sole discretion of Tarrant County.

- B. Exceptions: Any exceptions to the requirements, terms, conditions, or certifications in the RFA or Exhibits, Addendums, or revisions to the RFA or Uniform Terms and Conditions, sought by the Applicant must be specifically detailed in writing by the Applicant on **Exhibit G: Exceptions Form** in this Application and submitted to Tarrant County for consideration. Tarrant County will accept or reject each proposed exception. Tarrant County will not consider exceptions submitted separately from the Application or at a later date.
- C. Award: After all negotiations are completed, selected Subawardees will finalize all Contract documents for final approval from DSHS and Tarrant County. Once approved, Subawardee contract signatories will sign all documents, which will then be placed on the Tarrant County Commissioner's Court agenda for approval and signing. Once Contract is fully executed, Subawardee will receive an electronic copy for records.

11.6 POSTING AWARDS

Tarrant County will post to the Tarrant County website and may publicly announce a list of Applicants whose Applications are selected for final Award. This posting does not constitute Tarrant County's agreement with all the terms of any Applicant's Application and does not bind Tarrant County to enter into a Contract with any Applicant whose Award is posted.

11.7 QUESTIONS OR REQUESTS FOR CLARIFICATION

Tarrant County reserves the right to ask questions or request clarification from any Applicant at any time during the Application process.

11.8 PERFORMANCE-BASED CONTRACTS

- A. Subawardee must provide services in accordance with the approved Contract, including performance measures, project work plan, and budget.
- B. Contract plan changes or budget transfers must be pre-approved by DSHS and Tarrant County. A written request must be submitted to Tarrant County in advance.
- C. Subawardee must ensure:
 1. Any services delivered for EHE meets the community needs and has a proven capacity in promoting HIV awareness, testing, and prevention.

2. All EHE program requirements are met or exceeded on a monthly, quarterly, and grant-period basis.
 3. All EHE contract Output and Outcome Measures are met or exceeded on a monthly, quarterly, and grant-period basis.
 4. Program-specific measurable performance goals and objectives are established and obtained.
 5. Timely and accurate billing and submission of required program documentation.
 6. Proper budget management to prevent any lapse of funds at the end of each Contract.
- D. Tarrant County will conduct quarterly reviews and annual monitoring reviews of the work of the Subawardee. If any goals/performance measures are not obtained within 5%, Tarrant County will require the Subawardee to provide a written CAP, detailing actions that will be taken to meet the deficiencies identified in the review. A CAP will be reviewed monthly during monthly desk reviews.
- E. Memorandum of Understanding(s) should be completed for all community collaborations affecting program implementation – including program sites, service referrals, etc.
- F. Program comments, incidents or complaints must be documented on the Consumer Service Form (provided by Tarrant County), and submitted to the Tarrant County within twenty-four hours. Tarrant County will investigate the situation, and document all actions taken on the Consumer Service Form. Appropriate actions must be taken for all situations.

SECTION XII – NARRATIVE APPLICATION

Utilizing the Exhibits attached to this RFA, Applicants will describe the proposed services, processes, methodologies, and approach to meeting all RFA requirements. Applicant should identify all tasks to be performed, including all project activities, to take place during the Period of Performance. Applicant will also include all documents requested as part of completing forms to demonstrate fulfilling all requirements.

12.1 EXECUTIVE SUMMARY

Applicant will complete **Exhibit H: Executive Summary** attached to this RFA. Applicants will provide a high-level overview with a broad understanding of the Applicant’s approach to meeting the RFA’s business requirements. The summary should demonstrate an understanding of goals and objectives of this RFA. The Applicant should address program goals and propose at least three objectives for the proposed program. Applicant should limit the Executive Summary to one page.

12.2 PROGRAM NARRATIVE

Applicant will complete **Exhibit I: Program Narrative** attached to this RFA. Applicant will provide a detailed description of the Applicant’s background and experience. Application should support all the business activities and requirements described in this RFA. The detailed description should reflect a clear understanding of the work undertaken. The Program Narrative should not exceed fifteen (15) pages (excluding Attachments).

12.3 PROJECT WORK PLAN

Applicant will complete **Exhibit D: Project Work Plan** attached to this RFA. Applicant will describe its plan for service delivery to the eligible service population in the SDA (Section 2.2) to meet all the requirements. Applicant will also include all documents requested as part of completing **Exhibit D: Project Work Plan** to demonstrate fulfilling all requirements.

SECTION XIII – REQUIRED APPLICANT INFORMATION

13.1 ADMINISTRATIVE ENTITY INFORMATION

Applicant must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this RFA and to produce the specified services on time. As a part of the Grant Application, Applicant must provide the following information:

A. Applicant Information (Face Page)

Use **Exhibit J: Applicant Information** (Face Page) to complete basic information about the Applicant and project, including the signature of the authorized representative. The face page is the cover page of the Application and must be completed in its entirety.

B. Governmental or Non-Profit Information

Complete **Exhibit K-1: Governmental Entity Information** if Applicant is governmental entity; or
Complete **Exhibit K-2: Non-Profit Entity Information** if Applicant is a non-profit entity.

C. Administrative Information

Use **Exhibit L: Administrative Information** to provide information regarding identification and contract or grant history of the Applicant, executive management, project management, governing board members, and principal officers. Respond to each request for information or provide the required supplemental document behind this form. If Applications require multiple pages, identify the supporting documentation with the applicable request.

13.2 LITIGATION AND CONTRACT HISTORY

Applicant must include in its Grant Application a complete disclosure of any alleged or significant contractual failures, including any that occurred between Applicant and DSHS or Tarrant County. In addition, Applicant must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Applicant or in which Applicant has been found guilty or liable, including any allegations of such that are currently pending.

Applicant must also disclose any settlement agreements entered into within the last five (5) years related to alleged contractual failures. Failure to comply with the terms of this provision may disqualify Applicant. Grant Application may be rejected based upon Applicant's prior history with the State of Texas, Tarrant County, or with any other party that demonstrates, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

Failure to comply with the terms of this provision may disqualify Applicant. Grant Application may be rejected based upon Applicant's prior history with the State of Texas, Tarrant County, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Applicant should provide this information in **Exhibit L: Administrative Information**.

13.3 CONFLICTS

Applicant must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFA and any resulting Contract. Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. DSHS and Tarrant County will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Grant Application or termination of a Contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any. Provide this information in **Exhibit L: Administrative Information**.

Additionally, pursuant to Texas Government Code 2252.908, a Successful Applicant Awarded a Contract greater than \$1 million dollars or awarded a Contract that would require the Successful Applicant to register as a lobbyist under Texas Government Code Chapter 305, must submit a disclosure of interested parties to Tarrant County at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by Tarrant County to Successful Applicants.

13.4 INTERNAL CONTROLS STRUCTURE QUESTIONNAIRE

Exhibit M: Internal Controls Structure Questionnaire (ICSQ) for Cost Reimbursement Grant including all required attachments must be included in the Application.

13.5 AFFIRMATIONS AND CERTIFICATIONS

Applicant must **execute** and return all the following listed Exhibits.

1. Exhibit A: Affirmations and Grant Opportunity Acceptance;
2. Exhibit J: Applicant Information;
3. Exhibit M: ICSQ for Cost Reimbursement Grant;
4. Exhibit N: Assurances Non-Construction Programs;
5. Exhibit O: Certification Regarding Lobbying;
6. Exhibit P: Expenditure Proposal;
7. Exhibit R: Compliance Form

13.6 Historically Under-utilized Business

If a successful Applicant chooses to contract for goods and services using the funding Awarded in this Grant, Tarrant County encourages the Applicant to use Historically Under-utilized Businesses (HUBs) to provide those goods and services where possible.

SECTION XIV – EXPENDITURE PROPOSAL

- A. Attached **Exhibit P: Expenditure Proposal** of this RFA includes the template for submitting the Expenditure Proposal. Instructions for completing the form are included (see Instructions tab).
- B. Expenditure Proposal should include the costs of proposed services and shall include all labor, materials, tools, supplies, equipment, and personnel, including, but not limited to, travel expenses, associated costs and incidental costs necessary to provide the services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this RFA.
- C. Expenditure Proposal should indicate the necessary expenses on the Proposed Budget tab along with a narrative description of the methodology used to calculate the costs.
- D. Applicants should demonstrate that project costs outlined in the Expenditure Proposal are reasonable, allowable, allocable, and developed in accordance with applicable State and federal Grant requirements. Guidelines for allowable food costs are included as **Exhibit Q: EHE Guidelines for Allowable Food Costs** to this RFA.
- E. Administrative or overhead costs should be capped at no more than 25% of total budget. Administrative costs include, but are not limited to, the following: administrative payroll and fringe benefits, personnel functions, maintenance and operation of administrative space and property, data processing and computer services, accounting, budgeting, and auditing.
- F. Cost Allocation Plan
 1. When costs are distributed between multiple programs or cost centers, the Applicant must develop and submit a Cost Allocation Plan with its Application to ensure all costs are allocated properly with attention to personnel, building costs, and equipment. Applicant should refer to 2 CFR 200 for details regarding cost allocation plans.
 2. When line item costs are distributed between multiple programs or cost centers, the Applicant must provide a description of the allocation methodology used, including specific program areas involved, justification of the allocation methodology, formulas, and a summary of the percentages of the costs charged all programs.
- G. Tarrant County will review costs for compliance with UGMS and 2 CFR 200. The more stringent of these two requirements will be applied in the event of any conflict.

SECTION XV – GENERAL TERMS AND CONDITIONS

15.1 AMENDMENT

Tarrant County reserves the right to change, amend or modify any provision of this RFA, or to withdraw this RFA, at any time prior to award, if it is in the best interest of Tarrant County. Any such revisions will be posted as addenda on the Tarrant County Website thus becoming part of the original RFA. Applicants must return each addendum acknowledgment form as instructed, failure to do so may result in disqualification of Application. It is the responsibility of Applicant to periodically check the Tarrant County Website to ensure full compliance with the requirements of this RFA.

Tarrant County Website: <https://www.tarrantcountytx.gov/en.html>

15.2 COSTS INCURRED

Applicants understand that issuance of this RFA in no way constitutes a commitment by Tarrant County to Award a Contract or to pay any costs incurred by an Applicant in the preparation of this Application. Tarrant County is not liable for any costs incurred by an Applicant prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing Grant Applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the Tarrant County.

15.3 CONTRACT RESPONSIBILITY

Tarrant County will look solely to Applicant for the performance of all obligations that may result from an Award based on this RFA.

15.4 PUBLIC INFORMATION ACT

Grant Applications are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the Texas PIA, certain information may be protected from public release. Applicants who wish to protect portions of the Grant Application from public disclosure should familiarize themselves with this law. Information pertaining to the RFA will be withheld or released only in accordance with the PIA.

Amendments to the PIA passed during the 86th Legislative Session, specifically make “contracting information” public information that must be disclosed in Application to a public information request unless otherwise excepted by the Act. Tex. Gov’t Code 552.003(7) and 552.0222.

In addition, pursuant to Texas Government Code 2261.253(a), Tarrant County is required to post executed Contracts and the associated RFA documents on the agency website. Contract documents posted to the web may include the Application of any Applicant receiving a Contract.

Tarrant County does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. If it is necessary for Applicant to include proprietary or confidential information (which may include, but is not limited to, trade secrets or privileged information), Applicant must clearly mark in bold red letters the term “CONFIDENTIAL” using at least 14-point font, on that specific part or page of the submittal which

Applicant believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy, the content should be marked in the same manner as the original as stated above. In addition, Applicant should mark the medium with the word “CONFIDENTIAL.” If Tarrant County receives a public information request seeking information marked by Applicant as confidential, Applicant will receive notice of the request as required by the Texas PIA.

If Tarrant County receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas PIA. Note that pricing is not generally considered confidential under the Texas PIA. Making a blanket claim that the entire Grant Application is protected from disclosure because it contains any amount of proprietary or confidential information is not acceptable and may make the entire Grant Application subject to release under the Texas PIA.

15.5 NEWS RELEASES

Prior to final Award an Applicant may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the Sole Point of Contact identified in Section 10.4.A.

15.6 ADDITIONAL INFORMATION

By applying, the Applicant grants DSHS and Tarrant County the right to obtain information from any lawful source regarding the Applicant’s and its directors’, officers’, and employees’: (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with Grant requirements. By applying, an Applicant generally releases from liability and waives all claims against any party providing DSHS or Tarrant County information about the Applicant. Tarrant County may take such information into consideration in evaluating Applications.

15.7 DSHS TERMS AND CONDITIONS

Applicant agrees to comply with **Exhibit B: DSHS Grant Uniform Terms and Conditions**. Any terms and conditions attached to a Grant Application will not be considered unless specifically referred to in the Grant Application.

[SECTION XVI – SUBMISSION CHECKLIST](#)

This checklist is provided for Applicant's convenience only and identifies documents that must be submitted with this RFA to be considered Responsive. Any Grant Application received without these requisite documents may be deemed Non-Responsive and may not be considered for Grant Award.

Original Grant Application Package

The Grant Application Package must include the Application in one of the approved submission methods identified in Section 10.6.B in the order outlined below:

1. **Administrative Information**
 - a. Exhibit G: Applicant Information (Face Page)
 - b. Exhibit K-1: Governmental Entity Information or Exhibit K-2: Non-Profit Entity Information;
 - c. Exhibit H: Administrative Information
 - d. Exhibit I: ICSQ Cost Reimbursement Grant

2. **Narrative Application Forms**
 - a. Exhibit E: Executive Summary
 - b. Exhibit F: Program Narrative
 - c. Exhibit C: Project Work Plan

3. **Expenditure Proposal**
 - a. Exhibit P: Expenditure Proposal

4. **Applicable Exhibits** (to be included in RFA Package)
 - a. Exhibit A: Affirmations and Grant Opportunity Acceptance
 - b. Exhibit D: Exceptions
 - c. Exhibit J: Assurances Non-Construction Programs
 - d. Exhibit L: Certification Regarding Lobbying
 - e. Exhibit O: Compliance Form

SECTION XVII – EXHIBITS

Exhibit A: Affirmations and Grant Opportunity Acceptance
Exhibit B: DSHS Grant Uniform Terms and Conditions
Exhibit C: Project Work Plan
Exhibit D: Exceptions
Exhibit E: Executive Summary
Exhibit F: Program Narrative
Exhibit G: Applicant Information (Face Page)
Exhibit H: Administrative Information
Exhibit I: Internal Controls Structure Questionnaire (ICSQ)
Exhibit J: Assurances Non-Construction Programs
Exhibit K-1: Governmental Entity Information
Exhibit K-2: Non-Profit Entity Information
Exhibit L: Certification Regarding Lobbying
Exhibit M: Expenditure Proposal
Exhibit N: EHE Guidelines for Allowable Food Costs
Exhibit O: Compliance Form
Exhibit P: Letter of Intent
Exhibit Q: Definitions

Exhibit A: TARRANT COUNTY AND DSHS AFFIRMATIONS AND GRANT OPPORTUNITY ACCEPTANCE

In this document, the terms Applicant, Contractor, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Applicant, and the affirmations apply to all Applicants regardless of their business form (e.g., individual, partnership, corporation).

Applicant affirms, without exception, as follows:

1. Applicant represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Grant Opportunity Acceptance apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, subawards, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Grant Opportunity or any Grant Agreement resulting from this Grant Opportunity.
2. Applicant represents and warrants that all statements and information provided to Tarrant County and DSHS are current, complete, and accurate. This includes all statements and information in this Grant Application.
3. Applicant understands that Tarrant County and DSHS 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 Grant Opportunity or any resulting Grant Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the Grant Agreement, 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. Applicant 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 Grant Agreement and the Applicant agrees that the Grant Agreement can be terminated if the Applicant knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Applicant acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Applicant designated substantial portions of its Grant Application or its entire Grant Application as confidential or proprietary, the Grant Application is subject to being disqualified.
6. Applicant's Grant Application will remain a firm and binding offer for 240 days from the date the Grant Application is due.
7. Applicant shall not assign its rights under the Grant Agreement or delegate the performance of its duties under the Grant Agreement without prior written approval from Tarrant County or DSHS. Any attempted assignment in violation of this provision is void and without effect.

8. Applicant accepts the Grant Opportunity terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Grant Opportunity. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Grant Opportunity. Applicant agrees that all exceptions to the Grant Opportunity as well as terms and conditions advanced by Applicant that differ in any manner from DSHS' terms and conditions are rejected unless expressly accepted by DSHS in writing in a fully executed Grant Agreement.
9. Applicant agrees that Tarrant County and DSHS have the right to use, produce, and distribute copies of and to disclose to Tarrant County and DSHS employees, agents, and contractors and other governmental entities all or part of Applicant's Grant Application as Tarrant County and DSHS deem necessary to complete the procurement process or comply with state or federal laws.
10. Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of Tarrant County or DSHS.
11. Applicant acknowledges all addenda and amendments to the Grant Opportunity.
12. Applicant certifies that if a Texas address is shown as the address of Applicant on this Application, Applicant qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Applicant represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Texas Vegetation Native to the Region
 - USA-produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy efficient products
 - Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 - Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas

- Vendors that meet or exceed air quality standards
- Recycled or reused computer equipment of other manufacturers
- Foods of higher nutritional value
- Commercial production company or advertising agency located in Texas

14. Applicant 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 Grant Application, this Grant Opportunity, or any Grant Agreement resulting from this Grant Opportunity.
15. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing Grant Opportunities), Applicant certifies that the individual or business entity named in this Application or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
16. 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 Applicant certifies that the individual or business entity named in this bid or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
17. Under Section 231.006(d) of the Texas Family Code regarding child support, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified payment and acknowledges that the Grant Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must include in the Application the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Application:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Applications containing SSNs must be encrypted. Failure by a Applicant to provide or encrypt the SSNs as required may result in disqualification of the Applicant's Application.

18. Applicant 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 Applicant's subawards, if any, if payment in whole or in part is from federal funds.

19. Applicant 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.
20. Applicant 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.
21. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the Grant Agreement was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. Under Section 2155.0061 of the Texas Government Code, the Applicant certifies that the individual or business entity named in this Application or Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.
23. Applicant 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.
24. Applicant agrees that any payments due under any Grant Agreement resulting from this Grant Opportunity shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. Applicant represents and warrants that payments to Applicant and Applicant's receipt of appropriated or other funds under any Grant Agreement resulting from this Grant Opportunity 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).
26. Applicant 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.
27. Applicant agrees that upon request of HHSC or DFPS, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.
28. Applicant expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Applicant represents and warrants to Tarrant County and DSHS that the technology provided to Tarrant County or DSHS for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating

information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

29. If Applicant is submitting a Application for the purchase or lease of computer equipment, then Applicant 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.
30. If Applicant is submitting an Application for the purchase or lease of covered television equipment, then Applicant certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
31. Applicant 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.
32. Applicant 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 Applicant may not accept employment from Applicant before the second anniversary of the date the Grant Agreement is signed or the procurement is terminated or withdrawn.
33. Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to DSHS under this Grant Opportunity and any resulting Grant Agreement and that Applicant’s provision of the requested goods and/or services under this Grant Opportunity and any resulting Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
34. Applicant understands that Tarrant County and DSHS do not tolerate any type of fraud. Tarrant County and DSHS policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Applicant agrees to comply with all applicable laws, rules, regulations, including Tarrant County and DSHS policies regarding fraud including, but not limited to, HHS Circular C-027.
35. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Application, neither I nor any representative of the Applicant has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Application, neither I nor any representative of

the Applicant has violated any federal antitrust law; and (c) neither I nor any representative of the Applicant has directly or indirectly communicated any of the contents of this Application to a competitor of the Applicant or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Applicant.

36. Applicant 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 Applicant or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Grant Opportunity Acceptance within the five (5) calendar years immediately preceding the submission of this Grant Application that would or could impair Applicant's performance under any Grant Agreement resulting from this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has provided to Tarrant County and DSHS a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Applicant's performance under a grant awarded as a result of this Grant Opportunity, related to the grant services, or otherwise be relevant to DFPS' consideration of entering into a Grant Agreement. In addition, Applicant acknowledges this is a continuing disclosure requirement. Applicant represents and warrants that, if awarded a grant as a result of this Grant Opportunity, Applicant shall notify DSHS 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 DSHS shall constitute breach of contract and may result in immediate grant termination.
37. Applicant certifies that for this grant, Applicant shall utilize the U.S. Department of Homeland Security's E-Verify system during the Period of Performance to determine the eligibility of:
- a. all persons employed by Applicant to perform duties within Texas; and
 - b. all persons, including subawards, assigned by Applicant to perform work pursuant to the grant within the United States of America.
38. Pursuant to Section 2271.002 of the Texas Government Code, Applicant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Grant Opportunity. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the boycott certification:

39. Applicant understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 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: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) 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 (iii) 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. Applicant represents and warrants that it is not ineligible, nor will it be ineligible during the Period of Performance resulting from this Grant Opportunity, to receive appropriated funding pursuant to Article IX, Section 6.25.

40. Applicant understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, DSHS cannot award grants to an abortion provider or an affiliate of an abortion provider. Applicant certifies that it is not ineligible to provide services to DSHS under the terms of Chapter 2272 of the Texas Government Code. If Applicant refuses to make that certification, Applicant shall state here any facts that make it exempt from the certification:

41. Applicant understands, acknowledges, and agrees, that Grant Applications and Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request or through posting on HHSC or DSHS website, the LBB’s website, or as otherwise required by law. Applicant certifies that it:

- asserts that information provided in its Application is exempt from disclosure under the PIA, and Applicant, therefore, has submitted a “Public Information Act Copy” as required under the Grant Opportunity; or
- asserts that there is no information provided in its Application that is exempt from disclosure under the PIA, and Applicant, therefore, has not submitted a “Public Information Act Copy.”

42. Applicant understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Applicant is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any grant resulting from this Grant Opportunity.

43. Applicant 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 any grant resulting from this Grant Opportunity.

44. Applicant represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting an Application with a false statement or material misrepresentations made during the performance of a grant is a material breach of contract and may void the submitted Application and any resulting Grant Agreement.

45. By submitting this Application, Applicant represents and warrants that the individual submitting this document and the documents made part of this Application is authorized to sign such documents on behalf of the Applicant and to bind the Applicant under any grant that may result from the submission of this Application.

Signature Page Follows

Authorized representative on behalf of Applicant must complete and sign the following:

Legal Name of Applicant

Assumed Business Name of Applicant, if applicable (d/b/a or ‘doing business as’)

**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 for each Texas
County Where Assumed Name Certificate(s) has been filed**

Signature of Authorized Representative

Date Signed

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

Exhibit B



TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

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

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

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

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

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

2.3 ANCILLARY AND TRAVEL EXPENSES

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

2.4 BILLING

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

2.5 USE OF FUNDS

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

2.6 USE FOR MATCH PROHIBITED

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

2.7 PROGRAM INCOME

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

2.8 NONSUPPLANTING

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

B. Financial Statements.

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

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

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

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

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit C: PROJECT

ENDING THE HIV EPIDEMIC PROGRAM

PROJECT WORK PLAN

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

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HH500897700004

PERIOD OF PERFORMANCE: 6/1/2025 - 05/31/2026

FISCAL YEAR: 2026

SUBAWARDEE NAME:

NAME OF PROGRAM(S):

ZIP CODES/S:

RECORD OF PROJECT WORK PLAN CHANGES

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

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY EHE PROGRAM CONTACT				
FISCAL MANAGER				
EXECUTIVE DIRECTOR OR PRESIDENT				
SIGNATORY <i>*This individual is authorized to sign the contract.</i>				

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE:

AGENCY EMAIL ADDRESS:

PUBLIC PHONE:

PUBLIC EMAIL CONTACT:

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.

EHE PROGRAM SUMMARY CHART

Instructions – Required programming and ancillary programming component details are outlined in Section IV of the RFA. Only list program components that apply to the service types provided by your program(s).

Program Component <i>List all required and ancillary program components offered</i>	PROGRAM NAME	ANTICIPATED GRANT PERIOD OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	PROGRAM LENGTH	FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION – include all where programming is offered	VIRTUAL MODIFICATIONS (if applicable)
<i>Ex: Referrals for HIV Testing</i>	<i>Ex: "Know Your Status"</i>			<i>Ex: 4 months, 2 months, etc.</i>	<i>Ex: Bi-weekly Ex: sessions per month x 4 months = 8</i>	<i>Ex: Wednesdays 5p - 7p</i>	<i>Ex: Community Library</i>	<i>Ex: Via X platform</i>

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT Example: Expected monthly average number of clients referred for HIV testing		OUTCOME Example: 45 clients	100%

TARGET POPULATIONS	
TARGET POPULATIONS	ANTICIPATED PERCENTAGE SERVED DURING GRANT PERIOD

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2026. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART). (<http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html>).

Goal 1:

- Objective 1:
- Objective 2:
- Objective 3:

Goal 2:

- Objective 1:
- Objective 2:
- Objective 3:

Goal 3:

- Objective 1:
- Objective 2:
- Objective 3:

LOGIC MODEL

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

REQUIRED & ANCILLARY PROGRAMMING PROVIDED
Please describe in detail the EHE Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

Instructions – Required programming and ancillary programming details are outlined in Section IV of the RFA. Only complete the sections that apply to the service types provided by your program(s). If sections are not applicable, please leave blank.

REQUIRED PROGRAMMING (Add Sections as Necessary)

TITLE

Programming Period: From: To:

All addresses (locations) where services will be provided, (please use full address):

Describe the services to be provided in detail:

PROGRAM IMPLEMENTATION
<i>Please describe in detail how program will be implemented under this Grant Agreement</i>
Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting participants to the program.
Describe outreach and recruitment strategies and plans. Include plans to reach and engage individuals demonstrating priority characteristics.
Please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).
Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community.
Describe accessibility of programming to the target populations. Applicant must offer programming at times and places that meet the needs of local communities.
Describe how transportation needs will be met. Address any transportation barriers or needs, and how you will coordinate or provide transportation for participants in EHE program activities.
Describe the positive impact the program will have on the community.
Describe any established community partners.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).

EHE PROJECT WORK PLAN

Outline any incentive plans. Describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client and/or program.
Describe how clients will be referred to other needed supports when they would benefit from additional programming or supports. Include how referrals to other programs or providers are documented, tracked, and supported.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.

Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, post-surveys, and administration of a program experience survey.
Outline plans to sustain programming beyond the grant period.

ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of the community, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.
Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of leadership and staff during the grant period.

PROJECT STRUCTURE & STAFFING

Provide the following attachment(s):
<ul style="list-style-type: none"> • Agency organization chart for the agency that shows how the EHE program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as <u>Attachment C-3: Agency Org Chart.</u> • EHE Program Chart should include all staff and volunteers funded by EHE and clearly show lines of reporting and supervision. Label as <u>Attachment C-4: EHE Program Chart.</u> • EHE Job Descriptions should include all staff positions funded by EHE. Label as <u>Attachment C-5: EHE Job Descriptions.</u>
Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting diverse populations.
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

EHE PROJECT WORK PLAN

Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.			
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.			
Describe your process for tracking all training for staff, and the position(s) responsible for tracking.			
List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.			
Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation Title:		<ul style="list-style-type: none"> • In-person by program model • In-person consultant • By supervisor/staff • Webinar • Self-guided 	
Type: Diversity, equity, & inclusion (cultural humility) Title:		<ul style="list-style-type: none"> • In-person by program model • In-person consultant • By supervisor/staff • Webinar • Self-guided 	
Type: Title:		<ul style="list-style-type: none"> • In-person by program model • In-person consultant • By supervisor/staff • Webinar • Self-guided 	
Type : Title:		<ul style="list-style-type: none"> • In-person by program model • In-person consultant • By supervisor/staff • Webinar • Self-guided 	

DATA & DATA USE

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

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

--

GRANT ADMINISTRATION

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

--

Describe the quality assurance procedures you have in place.

--

LOG OF ATTACHMENTS

Add additional rows as needed

Name of attachment	Provided	Notes:
Attachment D-1: YLD Scope and Sequence	<input type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	<input type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-3: Agency Org Chart	<input type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-4: EHE Program Chart	<input type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-5: EHE Job Descriptions	<input type="checkbox"/> YES or <input type="checkbox"/> NO	

Exhibit D: Evidence-Based Program Ranking Tool

About the Evidence-Based Program (EBP) Ranking Tool:

The Evidence-Based Program Ranking Tool was developed by PEI to help programs move towards Evidence-Based and Promising Practice Programs. The tool allows Applicants to propose programs with an emerging research and evaluation base that may not yet have been reviewed by a traditional clearinghouse. In addition, the tool ensures fit between a program's evidence and implementation. PEI's research round table, a group of experts in the field of child maltreatment prevention, developed and reviewed the tool for this purpose.

Section I: Evidence-Based Program Description

All Applicants must complete this section of the ranking tool. Proposed Program Models will be evaluated for rigor and appropriateness for the goals of this procurement.

PART A: Basic Information

Name of Evidence-Based Program:

Evidence-Based Program Developer/Creator:

Description the Program:

How did you hear about the program?

Has this program been ranked by an Evidence-Based Clearinghouse?

Yes No

If so, which clearinghouse?

What is the program's current numerical rank and ranking category (Evidence-Based Practice, Psychometrics Well-Demonstrated, Promising Practice, etc.)?

Ranking	Ranking Category

Please provide the URL for the clearinghouse ranking that you referenced above:

Why do you want to use this EBP, and which of your target populations will it be targeted towards?

Based on the information above, who will be receiving this program and which type of service will it be used for?

Section I, Part A points (1 to 5):

Ranking Justification/Notes

PART B. Training and Program Materials

Please describe the program's training requirements and required qualifications. Include any licensing or educational requirements needed to implement the program to fidelity and any programmatic training offered by the program developers. For programmatic training, indicate the length (in hours, days, or weeks, as applicable), frequency (one-time, annual, etc.), and mode (webinar, in-person, observational, written, etc.) of the training and whether the training is optional or required.

Based on the information above, does your staff meet the educational, licensing, and training requirements of the program?

- Yes, our staff meets the requirements
- No, our staff does not meet the requirements
- Our staff does not currently meet the requirements, but we have a training plan to meet the requirements (describe below)

Please provide a brief description of and links to (or attachments of) the program’s written program materials. Include the types of materials available, including written guidance on program administration and practice protocol:

**Exhibit D:
Evidence-Based Program Ranking Tool**

Ranking (For PEI use only): (Select all that apply)

Section I, Part B points (1 to 5):	
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Ranking Justification/Notes

Section II: Evidence Based Program Ranking

This section should be completed by Applicants proposing an Evidence-Based or Promising Practice Program that has not already been approved by PEI. Approved Evidence-Based or Promising Practice Programs are listed in the tool's appendix (starting on p. 10).

PART A. Theoretical Basis

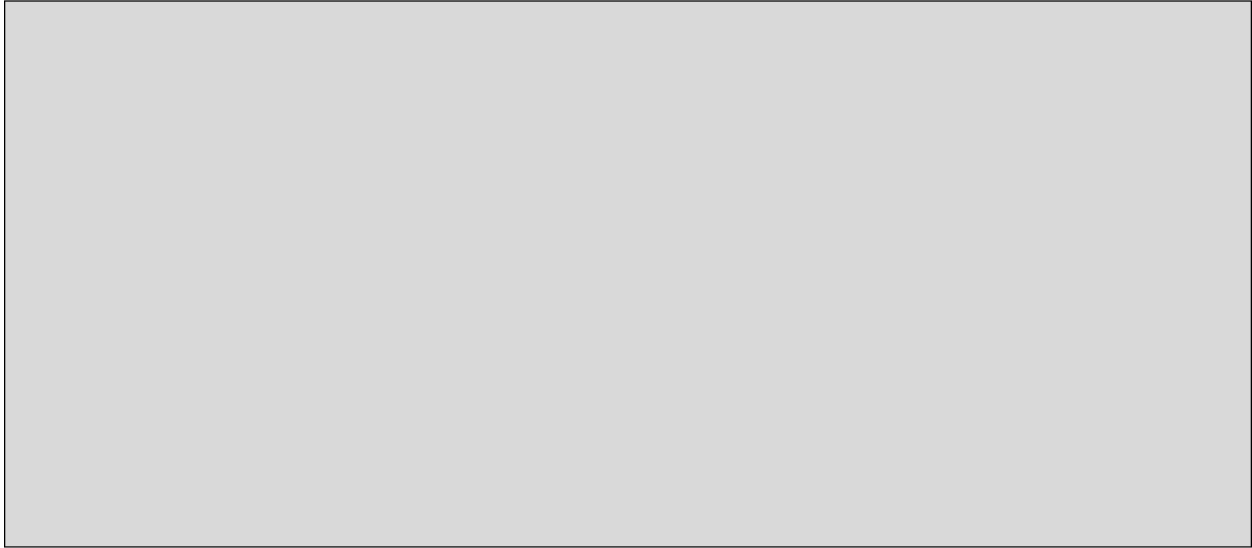
Please provide a brief description of and a link to (or attachment of) the program's logic model or conceptual framework:

Ranking (For PEI use only): (Select all that apply)

Section II, Part A points (1 to 4):	
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**Exhibit D:
Evidence-Based Program Ranking Tool**

Ranking Justification/Notes



PART B: Program Replication

Please provide a brief description of and links to (or attachments of) information related to program replication. Include information on how frequently the program has been replicated and where/for whom it has been replicated.



Ranking (For PEI use only):

**Exhibit D:
Evidence-Based Program Ranking Tool**

Section II, Part B points (1 to 5):

Ranking Justification/Notes:

PART C: Outcomes of Intervention

Please provide a brief description of and a link to (or attachment of) research illustrating the outcomes of the program. Include a description of the outcomes, the target population for whom the outcomes were illustrated, the length over which the tested outcomes were illustrated or sustained in the research, and why you believe the outcomes are relevant to your proposed program.

Ranking (For PEI use only):

**Exhibit D:
Evidence-Based Program Ranking Tool**

Section II, Part C points (1 to 10):

Ranking Justification/Notes

Part D: Publication of Evaluations

Please provide a brief description of and link to (or attachment of) the most relevant published evaluation research of the program. Please prioritize research that has been published in peer-reviewed literature and conducted by an external evaluator within the past five to ten years. Make sure to include details on the research design and the methodologies used in the research.

--

Ranking (For PEI use only):

Section II, Part D points (1 to 17):	
---	--

Ranking Justification/Notes

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Section III: Required Components:

In addition to the information above, please include anything additional that is needed to illustrate that the program is involved in continuous improvement and would not constitute a risk of harm to those who would receive it. (Include links or attachments as appropriate).

Evaluation of Required Criteria (For PEI use only):

Section III, Part A points (1 to 5):	
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Evaluation Criteria/Notes:

Evaluation Criteria/Notes (continued):



Exhibit F: EXCEPTIONS

NOTE TO APPLICANTS: COMPLETION OF THIS EXHIBIT IS NOT REQUIRED IF THERE ARE NO EXCEPTIONS.

No exception—nor any term, condition, or provision in a Grant Application that differs, varies from, or contradicts this Request for Application—will be a part of any Grant Agreement resulting from this Request for Application unless expressly made a part of the Agreement in writing by Tarrant County.

Grant Opportunity	Grant Opportunity Section Number	RFA Language to which Exception is Taken	Basis of Exception	Applicant's Proposed Language	Still Want to be Considered for Grant Award if Exception Denied? (State "Yes" or "No")

Exhibit G: EXECUTIVE SUMMARY

Provide a high-level overview with a broad understanding of the Applicants' approach to meeting the RFA's business requirements. The summary must demonstrate an understanding of the goals and objectives for this Grant Opportunity. (1 Page)

Exhibit H: PROGRAM

PROGRAM NARRATIVE

Applicant's Background and Experience

1. What is the Applicant's experience with administering programs of a similar scale and scope?

2. What is the Applicant's experience with working with EHE's priority populations in a HIV prevention capacity?

3. How is your organization currently performing on any existing DSHS and/or EHE grants or contracts? In the response, address whether, over the proposed contract term, the organization meets output and outcome performance measures; submits timely program reporting and billing; has or has had monitoring findings.

4. Please list all organizational affiliations.

5. None of the funds, materials, property, or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

Please list any potential conflicts of interest.

6. Optional: Provide Letters of Support and label as Attachment I-1 Letters of Support.

Exhibit I: APPLICANT

This form requests basic information about the Applicant and project, including the signature of the authorized representative.

APPLICANT INFORMATION			
1) LEGAL BUSINESS NAME:			
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):			
PAYEE Name and Mailing Address, including 9-digit zip code (if different from above):			
Unique Entity ID (generated by SAM.gov) (12-digit):			
4) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit):			
5) TYPE OF ENTITY (check all that apply):			
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	
<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers	
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private	
	<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify):	_____
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>			
7) PROPOSED PERIOD OF PERFORMANCE:	Start Date	3/1/2026	End Date: 5/31/2026
	:		
8) REGION/COUNTIES SERVED BY PROJECT:	Tarrant County		
9) TOTAL AMOUNT OF FUNDING REQUESTED FOR ONE FISCAL YEAR:	11) PROJECT CONTACT PERSON		
10) PROJECTED EXPENDITURES	Name :		
	Phone :		

Exhibit J: APPLICANT INFORMATION

<p>Does Applicant's projected federal expenditures exceed \$750,000, or its projected state expenditures exceed \$750,000, for Applicant's <u>current fiscal year</u> (excluding amount requested in line 9 above)?</p> <p>**</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all</i></p>	<p>Fax: Email:</p> <hr/> <p>12) FINANCIAL OFFICER</p> <p>Name: Phone: Fax: Email:</p>
<p>The facts affirmed by me in this Application are truthful, and I warrant the Applicant is in compliance with the RFA terms and conditions, including DFPS's Uniform Contract Terms and Conditions, and other RFA requirements unless specifically noted on the Applicant Information and Disclosure Form. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.</p>	
<p>13) AUTHORIZED REPRESENTATIVE</p> <p>Name: Phone: Fax: Email:</p>	<p>14) SIGNATURE OF AUTHORIZED REPRESENTATIVE</p> <hr/> <p>15) DATE</p>

Exhibit J: APPLICANT INFORMATION

Instructions

This form provides basic information about the Applicant and the proposed project with the Texas Department of State Health Services (DSHS) and Tarrant County, including the signature of the authorized representative. It is the cover page of the Application and must be completed. Signature affirms the facts contained in the Application are truthful and the Applicant is in compliance with the RFA terms and conditions, including DFPS's Grant Uniform Terms & Conditions, attached as Exhibit B of this RFA, and other RFA requirements unless specifically noted on the Applicant Information Form and acknowledges that continued compliance is a condition for the award of a grant. Please follow the instructions below to complete the Applicant Information form and return with the Applicant's Application.

1. **LEGAL BUSINESS NAME** - Enter the legal name of the Applicant.
2. **MAILING ADDRESS INFORMATION** - Enter the Applicant's complete physical address and mailing address, city, county, state, and 9-digit zip code.
3. **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
4. **UNIQUE ENTITY ID** – Enter the 12-character alphanumeric ID assigned to the entity by SAM.gov.
5. **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit).
6. **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fm.x.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
Institutions of Higher Education as defined by §61.003 of the Education Code.
Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

Exhibit J: APPLICANT INFORMATION

7. **PROPOSED PERIOD OF PERFORMANCE** - The Period of Performance for this Grant Opportunity. Period of Performance is defined in the RFA.
8. **REGION/COUNTIES SERVED BY PROJECT** - Enter the Region and proposed target counties to be served by the project.
9. **TOTAL AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities for one fiscal year.
10. **PROJECTED EXPENDITURES** - If Applicant's projected federal expenditures exceed \$750,000 or its projected state expenditures exceed \$750,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).
11. **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
12. **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
13. **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.
14. **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Applicant must sign in this blank.
15. **DATE** - Enter the date the authorized representative signed this form.

Exhibit K-1: GOVERNMENTAL ENTITY

Authorized Officials

Legal Business Name of Applicant:	
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Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the Applicant.

Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		
Name:		Mailing Address (incl. street, city, county, state, & zip):
Title:		
Phone:	Ext.	
Fax:		
Email:		

Exhibit K-2: NON-PROFIT ENTITY

Board of Directors and Principal Officers

Legal Business Name of Respondent:	
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Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the board of directors or any other principal officers. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).

Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____

Exhibit L: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the Applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information or provide the required supplemental document behind this form. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

NOTE: Administrative Information may be used in screening and/or evaluating applications.

Legal Business Name of Applicant:	
--	--

1. Is Applicant a nonprofit organization?

YES NO

If YES, Applicant must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

- a. A copy of a currently valid IRS exemption certificate.
- b. A statement from a state taxing body, state attorney general, or other appropriate state official certifying that the Applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- c. A copy of the organization's certificate of formation or similar document if it clearly establishes the nonprofit status of the organization.
- d. Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the Applicant organization is a local nonprofit affiliate.

Conflict of Interest and Contract History

The Applicant must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFA. Examples of potential conflicts include an existing or potential business or personal relationship between the Applicant, its principal, or any affiliate or subcontractor, with the Health and Human Services Commission (HHSC), the Texas Department of State Health Services (DSHS), Tarrant County, or any other entity or person involved in any way in any project that is the subject of this RFA. Similarly, any existing or potential personal or business relationship between the Applicant, the principals, or any affiliate or subcontractor, with any employee of HHSC, DFPS, or Tarrant County must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the application. If, following a review of this information, it is determined by HHSC, DSHS, or Tarrant

County that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, an Applicant is ineligible to receive an award under this RFA if the bid includes financial participation with the Applicant by a person who received compensation from HHSC, DSHS, or Tarrant County to participate in preparing the specifications or the RFA on which the bid is based.

- 1. Does anyone in the Applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFA?**

YES NO

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page)

- 2. Will any person who received compensation from HHSC, DSHS, or Tarrant County for participating in the preparation of the specifications or documentation for this RFA participate financially with Applicant as a result of an award under this RFA?**

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

- 3. Will any provision of services or other performance under any contract that may result from this RFA constitute an actual or potential conflict of interest or create the appearance of impropriety?**

YES NO

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page)

- 4. Are any current or former employees of the Applicant current or former employees of DSHS or Tarrant County (within the last 24 months)?**

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. **Are any proposed personnel related to any current or former employees of HHSC, DFPS, or Tarrant County?**

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

6. **Has any member of Applicant's executive management, project management, governing board or principal officers been employed by HHSC, DFPS, or Tarrant County 24 months prior to the application due date?**

YES NO

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. **If the Applicant is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

YES NO

8. **Is Applicant or any member of Applicant's executive management, project management, board members or principal officers:**

- a. Delinquent on any state, federal or other debt;
 - b. Affiliated with an organization which is delinquent on any state, federal or other debt;
- or
- c. In default on an agreed repayment schedule with any funding organization?

YES NO

If YES, please explain. (Attach no more than one additional page)

9. **Has the Applicant had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

YES NO

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

- 10. Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code Section 2261.053?**

YES NO

If YES, please explain. (Attach no more than one additional page)

- 11. Please disclose any information required under Section 13.2, Litigation and Contract History of the RFA.**

ALL ADDITIONAL PAGES REQUIRED BY RESPONSES TO THIS FORM, SHOULD BE INSERTED HERE.

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

Contractor Name: _____ **Procurement Number:** EHE - EXHIBIT M

Fiscal Year: 2026 **Contract Number:** HH500897700004

As needed, please refer to instructions at the end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual) _____	
2.	Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)? <i>If yes:</i> <i>a. Please list the name(s) of the person(s) responsible for preparing the annual financial statement(s):</i> _____ <i>b. Please attach a copy of your most current statements as ATTACHMENT# I-2.</i> If no, please provide any manual or automated information maintained regarding your current financial position (e.g., assets versus liabilities) as ATTACHMENT #I-2. <i>c. Does your organization file annual tax returns (e.g. Schedule C, Form 990, Form 1120, Subchapter S)?</i> <i>If, yes, please include the tax return for the most recent year as ATTACHMENT # 1- 2C.</i> If no, please explain why annual returns are not filed. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

3.	<p>Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers.</p> <p><i>If yes:</i></p> <p>a. <i>Please attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor as ATTACHMENT #I-3.</i></p> <p>b. <i>Please indicate the frequency with which your accounting records are audited by an independent auditor.</i></p> <p>_____</p> <p>c. <i>Please describe how independent audit results are shared with the governing body of your organization.</i></p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.	<p>Is your organization subject to the Single Audit requirement in accordance with §200.501 (b) of the Uniform Grant Guidance (UGG)?</p> <p>Note: For more information please see the ICSQ Instructions at the end of this Questionnaire.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	<p>Does your organization certify that there are no contingencies, outstanding liabilities or litigation that could affect your organization’s financial position during the life cycle of the contract (e.g., outstanding audit exceptions or purchase of real property)?</p> <p>If no, please explain.</p> <hr/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	<p>Does your organization stay current with payment of its liabilities, loans, taxes, etc.?</p> <p>If no, please provide a detailed description of any defaults on loans or violations of restricting covenants in loan agreements in the past year.</p> <hr/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	<p>Is your organization able to obtain credit when needed?</p> <p>If no, please explain any difficulty your organization has had in obtaining credit.</p> <hr/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	<p>Has your organization been audited by the Internal Revenue Service (IRS) in the past two years?</p> <p><i>If yes:</i></p> <p>a. <i>Please submit a copy of the IRS audit report, all related correspondence received from the IRS, and all related correspondence submitted to the IRS from your organization as ATTACHMENT #I-8A.</i></p> <p>b. <i>Have all discrepancies cited in the audit been resolved?</i></p> <p>c. <i>If the IRS has placed any type of lien on the organization's resources, have the liens been released?</i></p> <p>d. <i>If all discrepancies have not been resolved or all liens have not been released, please submit a description of the discrepancies or liens and the impact of such on your financial position and include a copy of any repayment schedule that may be required by the IRS as ATTACHMENT #I-8D.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions “contracts,” it is referring to any contract or grant you administer with funding received through DSHS or any other state or federal agency.)

1.	<p>Does your organization allocate costs between contracts and/or programs?</p> <p><i>If yes, please attach a detailed cost allocation plan as ATTACHMENT #II-1.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p><i>Please attach a list that identifies all your contracts with state agencies, including DFPS. For each contract include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g. cost reimbursement, fee</i></p>	

	<i>for service) as ATTACHMENT # II-2.</i>																															
3.	Does your financial management system contain provisions that would assure the organization is in compliance with §200.302 (financial management) of the Uniform Grant Guidance (UGG) , or the Uniform Grant Management Standards (UGMS) , as applicable? Note: For more information please see the ICSQ Instructions at the end of this Questionnaire.	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
4.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds? b. Disbursement of each source of funds? <i>Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately as ATTACHMENT # II-4.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No																														
5.	Are costs and expenditures under budgetary control: a. For total contract budget?..... b. By budget category?.....	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No																														
6.	Do all purchases require approval from an authorized individual in the requesting department?	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
7.	Indicate the name and title of individual(s) authorized to:																															
	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width:16.6%;">SIGN CHECKS OR AUTHORIZE PAYMENTS</td> <td style="width:16.6%;">APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small></td> <td style="width:16.6%;">PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small></td> <td style="width:16.6%;">RECONCILE ACCOUNTS <small>INTERNAL ACCOUNTS TO BANK RECORDS</small></td> <td style="width:16.6%;">CONTROL INVENTORY</td> <td style="width:16.6%;">RECEIVE CASH</td> </tr> <tr> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> </tr> <tr> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> </tr> <tr> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> </tr> <tr> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> </tr> </table>		SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small>	PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small>	RECONCILE ACCOUNTS <small>INTERNAL ACCOUNTS TO BANK RECORDS</small>	CONTROL INVENTORY	RECEIVE CASH	Name:	Name:	Name:	Name:	Name:	Name:	Title:	Title:	Title:	Title:	Title:	Title:	Name:	Name:	Name:	Name:	Name:	Name:	Title:	Title:	Title:	Title:	Title:	Title:
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8.	Are all expenditures reconciled with your general ledger? If no, please explain _____	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
9.	How often are bank accounts reconciled to internal check registers? <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (please specify) _____																															
10.	Is your accounting system automated? If no, please skip to question #18.	<input type="checkbox"/> Yes <input type="checkbox"/> No																														
11.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances). _____																															

12.	<p>Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions:</p> <p>Review Only: _____</p> <p>Record Transactions: _____</p> <p>Update/Change: _____</p> <p>Delete: _____</p>
13.	<p>Please explain the process (e.g., initiation, review, approval) for making updates, changes, deletions, and year-end adjustments in the accounting system.</p> <p>_____</p>
14.	<p>Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
15.	<p>Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
16.	<p>Is the data entered into the accounting system verified?</p> <p><i>If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.</i></p> <p>_____</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
17.	<p>What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized?</p> <p>_____</p>
18.	<p>Are all checks pre-numbered and accounted for? If no, please explain.</p> <p>_____</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
19.	<p>a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements?</p> <p>_____</p> <p>b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked?</p> <p>_____</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

20.	<p>Are all disbursements approved prior to payment? If no, please explain.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
21.	<p>Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount?</p> <p><i>If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.</i></p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.	<p>Does your organization have a system for tracking:</p> <p>a. Voided checks?</p> <p>b. Credit card transactions?</p> <p>c. Other electronic transactions?.....</p> <p>If no, please explain.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
23.	<p>Does your organization use a check-signing machine?</p> <p><i>If yes, please describe how facsimile signature plates are safeguarded from improper use.</i></p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	<p>Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine?</p> <p>Please indicate name and title of person who has custody of unused checks.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	<p>Are the following practices prohibited:</p> <ul style="list-style-type: none"> • the drafting of checks to “CASH”?..... • the signing of blank checks? • the removal of blank checks from the checkbook?..... If no, please explain. <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
26.	<p>Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)?</p> <p><i>If yes, please attach an explanation of your purchase order/requisition controls as ATTACHMENT #II-26.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
27.	<p>a. Does your organization have written policies and procedures for purchases?</p> <p><i>If yes, please attach your written policies and procedures as ATTACHMENT # II-27.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>b. Are your purchasing policies and procedures in compliance with §200.320 of the Uniform Grant Guidance (UGG), or Uniform Grant Management Standards (UGMS), as applicable?</p> <p><i>If no, please explain below: (you may attach additional sheets if needed)</i></p> <hr/> <p>Note: For more information please see ICSQ Instructions at the end of this Questionnaire.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	<p>Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval?</p> <p><i>If yes, please attach an explanation as ATTACHMENT # II-28. The attachment should describe your process for maintaining supporting documentation, such as:</i></p> <p>a. <i>How supporting records are kept and filed (e.g., filed by check number, month of payment),</i></p> <p>b. <i>How documents are marked when paid to prevent duplication of claims, and</i></p> <p>c. <i>How authorizations for service are registered internally.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29.	<p>Do supporting documents accompany checks for the check signer's signature?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
30.	<p>Are invoices marked to identify allocation of payment?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
31.	<p>If bank account balances (including Certificates of Deposit) are in excess of FDIC coverage, does your organization have a system to protect the excess amount?</p> <p>If no, please explain:</p> <hr/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
32.	<p>Does your organization have procedures to identify costs and expenditures not allowable under federal or state regulations?</p> <p><i>If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as ATTACHMENT # II-32.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
33.	<p>Does your organization maintain a contract file for each contract?</p> <p><i>If yes, does each contract file contain:</i></p> <p>a. <i>The executed contract with all attachments?</i></p> <p>b. <i>A copy of each contract amendment (as applicable)?</i></p> <p>c. <i>Billing documents?</i></p> <p>d. <i>Documentation of contract performance?</i></p> <p>e. <i>Related correspondence?</i></p> <p>f. <i>A copy of each subcontract agreement (as applicable)?</i></p> <p>If no to any of the above, please explain.</p> <hr/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
34.	<p>a. Does your organization's internal control process comply with the standards of 'COSO' (Committee of Sponsoring Organizations of the Treadway Commission) or the 'Standards of Internal Control in the Federal Government', issued by the Comptroller General of the United States, as may be applicable under the Uniform</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>Grant Guidance (UGG) or the Uniform Grant Management Standards (UGMS)?</p> <p><i>If yes, please attach an explanation of your system for following these internal control standards as Attachment # II-34a.</i></p> <p>b. Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (e.g., sensitive client information or records - commonly referred to as Personally Protected Identifiable Information)?</p> <p><i>If yes, please attach a copy of your procedures as ATTACHMENT #II-34b.</i></p> <p>Note: For more information on parts a or b please see the ICSQ Instructions at the end of this Questionnaire.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>II. B. PERSONNEL</u>		
35.	<p>Does your organization have written personnel policies? If no, please explain.</p> <p>_____</p> <p>If yes, are the personnel policies distributed to all employees?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
36.	<p>Do the personnel policies include:</p> <ul style="list-style-type: none"> • Hiring? • Performance evaluations?..... • Time and leave?..... • Conflict of interest?..... • Nepotism? • Related-party 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
37.	<p>Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)?</p> <p>If no, please explain.</p> <p>_____</p> <p><i>If yes, please submit a blank time sheet or activity sheet and a copy of the related policy as ATTACHMENT # II-37.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
38.	<p>Does your organization have on file an established rate of pay and withholding information for each employee?</p> <p>If no, please explain.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
39.	<p>Does your organization have a written job description with a set salary level for each position?</p> <p>If no, please explain.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

40.	Is the amount being paid to each employee based on documentation of actual hours worked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
41.	<p>a. Is your organization current with your payroll taxes?</p> <p>b. Does your organization pay payroll taxes directly?</p> <p>If no, please explain and indicate name of withholding agent.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
42.	<p>Does your organization conduct criminal background checks on your employees and volunteers?</p> <p><i>If yes, please attach a copy of your employee/volunteer background check policy and procedures as ATTACHMENT # II-42. The attachment should, at a minimum, include the following:</i></p> <p><u>a.</u> <i>When criminal background checks are conducted,</i></p> <p><u>b.</u> <i>When criminal background checks are updated, and</i></p> <p><u>c.</u> <i>Identify by title and/or position the employees and volunteers who are subject to criminal background checks.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. C. TRAVEL

Reimbursements for travel expenses will be paid according to the State of Texas travel rates in effect on the date of travel as approved by the Office of the Comptroller of Public Accounts.

43.	<p>Are expenditures for travel substantiated by travel vouchers, travel logs or other supporting documentation?</p> <p>If no, please explain.</p> <p>_____</p> <p><i>If yes, please submit a copy of your travel policy, a blank travel voucher, and a blank travel log as ATTACHMENT # II C-43.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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II. D. EQUIPMENT

44.	<p><u>a.</u> Please specify the level of capitalization (dollar amount) used by your organization.</p> <p>_____</p> <p><u>b.</u> Please provide your organization's definition of equipment:</p> <p>_____</p>	
45.	<p>Does your organization conduct a physical inventory of capital equipment purchased with federal funds?</p> <p>If yes, how often? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
46.	Have DSHS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser discs (DVD) players, TVs)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>Note: Contractors should review the Comptroller’s State Property Accounting User Manual at: https://fm.x.cpa.state.tx.us/fmx/pubs/spaproc/appendices/appa/appa_6.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs.</p> <p>If no, please skip to Section II.E. Subcontractors.</p>	
47.	<p>Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number?</p> <p><i>Please attach a blank inventory form as ATTACHMENT #II-47.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
48.	<p>Are all equipment items and controlled asset tagged for the purpose of internal tracking and inventory?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
49.	<p>Does your organization have a policy regarding the documentation required for equipment that has been disposed of?</p> <p><i>If yes, please attach a copy of your equipment disposal policy as ATTACHMENT #II-49.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. E. SUBCONTRACTORS

If your organization does not subcontract DSHS services, or does not intend to subcontract DSHS services, mark N/A here and skip to section II.F. Related Party Transactions.

50.	<p>Does your organization have written policies and procedures for subcontracted services?</p> <p><i>If yes, please submit a copy of your policy for subcontracted services as ATTACHMENT # II-50.</i></p> <p>b. Does your organization assess risk for subcontractor non-compliance with federal statutes or UGMS, as applicable?</p> <p><i>If yes, please provide a description of the process as ATTACHMENT # II-50b.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
51.	<p>Is your organization considered a pass-thru entity for any of the Federal awards, funding, or agreements it has with DFPS?</p> <p>If yes, does it make subrecipient/contractor determinations according to §200.330 of the Uniform Grant Guidance (UGG), as applicable?</p> <p><i>If yes, please provide a copy of the policy and procedure for making this determination as ATTACHMENT # II-51.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
52.	<p>Does your organization have a state contract of \$100,000 or greater?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
53.	<p>Does your organization conduct criminal background checks on your subcontractors?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

II. F. RELATED-PARTY TRANSACTIONS

A related party could include a family member or relative, stockholder, or a corporation (individual or group) who is related in some way to the initial party.

54.	If your organization subcontracts with a related party to provide part or all of the program services, please attach a description of your selection process as ATTACHMENT # II-54 .	
55.	List name and position of any employee of your corporation who is also a principal stockholder, owning 5% or more stock or who has a controlling interest. _____	<input type="checkbox"/> N/A
<p>The following questions relate to “doing business” with a related party. “Doing business” refers to business activities such as purchasing or leasing (e.g., a building, a computer, a vehicle), and/or providing a service (e.g., legal, accounting, or banking services), even if the purchase/lease/service is provided for free.</p>		
56.	List any member of your Board of Directors with whom you are “doing business”. a. Board Member: _____ b. Business relationship: _____	<input type="checkbox"/> N/A
57.	List anyone with whom you are “doing business” who is related by blood, adoption or marriage, to a member of your Board of Directors. a. Board Member name/position: _____ b. Name/title of related party: _____ c. Relationship to Board Member: _____ d. Type of business transaction: _____	<input type="checkbox"/> N/A
58.	List anyone with whom you are “doing business” who is a principal stockholder of your organization. a. Principle Stockholder: _____ b. Business relationship: _____	<input type="checkbox"/> N/A
59.	List anyone with whom you are “doing business” who is related by blood, adoption or marriage, to a principal stockholder. a. Stockholder name: _____ b. Name of related party: _____ c. Relationship to Stockholder: _____ d. Business relationship: _____	<input type="checkbox"/> N/A
60.	List any related party (e.g., a member of your Board of Directors, a principal stockholder, or anyone related by blood, adoption or marriage, to a principal stockholder or member of the Board of Directors) from whom the organization leases a building or property.	<input type="checkbox"/> N/A

	<p>a. <u>Board Member/Stockholder name/title:</u> _____</p> <p>b. <u>Name of related party:</u> _____</p> <p><i>Please include a copy of the lease for each item as ATTACHMENT #II-60.</i></p>	
<p>The following questions relate to “conflict of interest.” Key employees (e.g., executive director, president, chief executive officer, administrator) exert a degree of control.</p>		
61.	<p>List any key employee with whom your organization is “doing business”.</p> <p>a. <u>Employee name/position:</u> _____</p> <p>b. <u>Business Relationship:</u> _____</p>	<input type="checkbox"/> N/A
62.	<p>List anyone with whom your organization is “doing business” who is related by blood, adoption or marriage, to any key employee.</p> <p>a. <u>Key employee name/position:</u> _____</p> <p>b. <u>Name of related party:</u> _____</p> <p>c. <u>Relationship to key employee:</u> _____</p> <p>d. <u>Please specify business relationship:</u> _____</p>	<input type="checkbox"/> N/A
63.	<p>List any key employee from whom the organization leases a building and/or property.</p> <p>a. <u>Employee name/position:</u> _____</p> <p><i>Please submit a copy of each lease as ATTACHMENT #II-63.</i></p>	<input type="checkbox"/> N/A
64.	<p>Does your organization maintain an appraisal of market value or market rental rates for each property resulting from a related-party transaction?</p> <p>If no, please explain.</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
65.	<p>List any key employee related by blood, adoption or marriage, to a member of your Board of Directors.</p> <p>a. <u>Board Member name/position:</u> _____</p> <p>b. <u>Key Employee name/title of:</u> _____</p> <p>c. <u>Relationship to Board Member:</u> _____</p>	<input type="checkbox"/> N/A
66.	<p>List any key employee related by blood, adoption or marriage, to anyone related, by blood, adoption or marriage, to a member of your Board of Directors.</p> <p>a. <u>Board Member name/position:</u> _____</p> <p>b. <u>Key Employee name/title of:</u> _____</p> <p>c. <u>Relationship to Board Member:</u> _____</p>	<input type="checkbox"/> N/A
67.	<p>List any key employee related by blood, adoption or marriage to a principal stockholder or to anyone related by blood, adoption or marriage to a principal stockholder.</p> <p>(a) <u>Stockholder or related party:</u> _____</p>	<input type="checkbox"/> N/A

	<u>b. Name/position of Key Employee or related party:</u> <u>c. Relationship to Stockholder:</u>	
68.	List any employee related by blood, adoption or marriage to a key employee or to anyone related by blood, adoption or marriage to a key employee. a) Key <u>Employee name/title:</u> b) - <u>Related Employee name/title:</u> c) - <u>Relationship to Key Employee:</u>	<input type="checkbox"/> N/A

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature

Date

Printed/Typed Name

Title

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

ICSQ Instructions

Every business entity should have internal controls. Internal controls consist of the policies and procedures that a business entity develops and implements to ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls helps to ensure that assets that belong to the business entity are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, then there would be no protection against either fraud or errors.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and pre-numbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The Internal Control Structure Questionnaire (ICSQ) consists of a series of questions related to the processes and procedures for handling cash receipts, cash disbursements, physical inventory, file maintenance, etc. Responses to the questions included in the ICSQ allow for an assessment of the effectiveness of the procedures described as compared to best practices and/or specific state and federal guidelines.

Instructions for Submitting the ICSQ

An up-to-date ICSQ is required to be submitted with each new proposal to contract with the Department of Family and Protective Services (DFPS).

No two-sided copies will be accepted. No pamphlets or books will be accepted (except for required financial reports or audits). Responses must be typed or printed. All attachments must be clearly numbered.

Instructions for Completing the ICSQ

The ICSQ has been divided into several sections, as follows:

SECTION I: FINANCIAL POSITION

This section requests background information about the business entity, including the financial system used to maintain the accounting records; preparation of financial statements; the most recent audit report and management letter; certification of the organization not having any outstanding liabilities, loans or taxes, and the organization's ability to obtain credit when needed. These questions are related to the business entity's likelihood of providing continuous services for the duration of the contract period.

Question 4:

A non-Federal entity that expends \$ 750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit, conducted for that year in accordance with the provisions of §200.501 of the [Uniform Grant Guidance \(UGG\)](#). The state requires a for profit entity to conduct a specific engagement that mirrors the provisions of the above referenced audits. For more information about this requirement please see the Code of Federal Regulations PART 200-- UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - §200.501 Audit Requirements. You may access this information by [clicking this link](#).

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

SECTION II: INTERNAL CONTROLS

This section addresses Internal Controls as described below:

II. A. GENERAL/ACCOUNTING CONTROLS

The general accounting section addresses file maintenance and the contractor's responsibility to meet contract terms and state/federal regulations.

Accounting controls assist with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to ensure that all cash that is receivable by the business entity is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of transactions without duplication of effort.

Question 1:

Cost allocation ensures that costs are properly allocated to a specific funding source and that all costs are properly identified.

Cost allocation is required when a cost will benefit more than one contract or funding source. If cost allocation is necessary, contractors must use reasonable methods of allocating costs consistently. Any cost allocation method used should be a reasonable reflection of actual business operations.

Question 3:

Each non-Federal entity receiving Federal award dollars is required to have the financial management systems in operation that are specified in §200.302 of the [Uniform Grant Guidance](#). [Click here](#) to review these applicable financial management systems.

Questions 6-7:

It is a good business practice to require authorized individuals to approve purchases or electronic transactions made on behalf of their department. Designating separate individuals to sign checks or authorize payments, approve purchases, prepare payments, reconcile internal accounts to the general ledger, control assets, and receive cash is also a good business practice. For smaller staffs, it may be necessary to identify compensating controls where adequate separation of duties is not possible.

Questions 8-9:

All costs that are reported or billed to a funding source should be reconciled with the general ledger (the book or file that contains all of the organization's accounts) as well as bank account transaction records.

Questions 10-16:

If the business entity's accounting system is automated, please complete questions 9 - 15 to provide detail as to who has access to the accounting system and how the system is protected.

Questions 17-26:

These are examples of internal controls that act as safeguards against unauthorized expenditures or check disbursement.

Question 27:

§200.320 of the [Uniform Grant Guidance](#) specifies that all non-Federal entities that receive Federal grant dollars must use one of the methods of procurement listed in the UGG. You may [click here](#) to review the acceptable procurement methods that are listed.

Questions 28-29:

It is a best practice to maintain supporting documents with each disbursement. Alternatively, supporting documents should be numbered, clearly referenced, and filed for easy retrieval.

Question 30:

If more than one funding source is to be used to reimburse a cost, then it is extremely important that the invoice documents how the cost is to be allocated.

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

Question 31:

To ensure funds are fully protected, contractors should understand their coverage limits and confirm that their financial institution is [FDIC-insured](#). The standard insurance amount currently is \$250,000 per depositor. The \$250,000 limit is permanent for certain retirement accounts (includes IRAs) and is temporary for all other deposit accounts through December 31, 2013.

Question 32:

Contractors should reference the applicable Texas Administrative Code (TAC) or the [Uniform Grant Guidance \(UGG\)](#) to identify costs and expenditures that are not allowable.

Question 33:

An element of a good file maintenance process is having a systematic approach to filing the numerous contract documents that flow through a business entity. A systematic filing approach decreases the risk of lost documents, and provides a central place for documents that pertain to a specific contract.

Question 34 (a) and (b):

(a) §200.303 of the [Uniform Grant Guidance](#) provides a list of certain Internal Control processes that must be in place for all non-Federal entities receiving Federal grant dollars. The list of Internal Control processes may be viewed by [clicking this link](#). (b) An important protective measure to safeguard sensitive information is controlling physical access to the information or records related to your contracts. All contract information must be cared for with the appropriate level of physical and electronic security. Procedural safeguards ensure adequate controls against unauthorized access, fraudulent activity, disclosure, loss or damage, whether accidental or deliberate, as well as to ensure the availability, integrity, authenticity, and confidentiality of information. Procedural safeguards may include adequate separation of duties, limiting physical access (e.g., storing information in a safe or fireproof filing cabinet, locks on doors or filing cabinets, passwords) or computer-related controls dealing with access privilege.

II. B. PERSONNEL

Questions 35-36:

Each business entity should have written personnel policies that are made available to all employees. The policies need to be consistently applied and should include all federally mandated policies related to human resource issues.

Questions 37-41:

The Uniform Grant Guidance addresses when documentation may be necessary to support salaries and wages. The UGG further states that when the allocation of direct service delivery staff salaries between programs and contracts must be documented.

Question 42:

DSHS requires contractor employees who will have or currently have direct contact with clients or access to client records, prior to such contact or access, to disclose and release, or cause its subcontractors to disclose and release, any allegation alleging an act of abuse, neglect or exploitation of children, the elderly, or person with disabilities, as well as any criminal history or any current criminal indictment. It is the policy of DSHS to require background checks concerning criminal and DSHS abuse/neglect history on potential contractors, contractors, their employees, subcontractors and volunteers.

II. C. TRAVEL (Travel Costs Paid with DSHS Funds)

Question 43:

Travel expenses for which reimbursement will be requested from DSHS must conform to the current state travel requirements and rates for lodging, meals, and personal vehicle mileage. Supporting documentation for travel expenses must include receipts for the following expenses: parking fees, hotel lodging, taxis, and airfare.

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

II. D. EQUIPMENT

Questions 44-49:

Equipment is defined in 45 Code of Federal Regulations (CFR) Part 74 and the [Uniform Grant Guidance \(UGG\)](#).

It is a federal requirement that a physical inventory be taken at least once every two years for equipment acquired with federal funds.

The disposition of all equipment purchased with federal funds must be made according to appropriate regulations and departmental policies, as per the [Uniform Grant Guidance \(UGG\)](#). Equipment purchased using DSHS contract funds is subject to an equitable claim by the state (DFPS) at contract closure. No disposition should take place without prior notification to DSHS contract management.

II. E. SUBCONTRACTORS

This section must be completed if DSHS funds are or will be provided to subcontractors.

Question 50:

Subcontractor selection procedures should reflect a system in which the best subcontractor is fairly and objectively selected. Procedures should clearly identify the method of contractor selection utilized (e.g., competitive selection or bidding, negotiation with individual).

The subcontractor selection process should also include established criteria to evaluate potential subcontractors, ranking method, and the consideration of past performance factors.

Subcontractor monitoring procedures should be sufficient to ensure that subcontractors consistently provide quality services by measuring performance against well-documented outcome expectations. The monitoring function should focus on the outcomes of services provided with an appropriate emphasis on contract monitoring in proportion to the amount/extent of the contracted services. Procedures should adequately describe who is responsible for monitoring, how often monitoring occurs, the monitoring process to include follow-up procedures when corrective action is required. It is also a good business practice to include an ongoing system for ensuring that funds are spent appropriately.

Questions 51-52:

DSHS is committed to encouraging participation and increased opportunities for any minority and women-owned business that is certified as a Historically Underutilized Business (HUB). DSHS requires contractors who have contracts of \$100,000 or more to do the same.

A good faith effort requires that contractors maintain documentation in purchase and contract files of their efforts to utilize HUBs. Contractors who have contracts of \$100,000 or more may be required to have a HUB Subcontracting Plan that documents either:

- a) That contractor does not plan to subcontract any component of the DSHS contract, or
- b) That contractor does plan to subcontract and includes at minimum the contractor's written policy/procedures for subcontracting and contractor's methods for soliciting and selecting subcontractors. In this case, a [HUB Subcontracting Form](#) must be on file.

Question 53:

DSHS requires contractor employees who will have or currently have direct contact with clients or access to client records, prior to such contact or access, to disclose and release, or cause its subcontractors to disclose and release, any allegation alleging an act of abuse, neglect or exploitation of children, the elderly, or person with disabilities, as well as any criminal history or any current criminal indictment. It is the policy of DSHS to require background checks concerning criminal and DSHS abuse/neglect history on potential contractors, contractors, their employees, subcontractors and volunteers.

Internal Control Structure Questionnaire (ICSQ) for Cost Reimbursement Contracts

II. F. RELATED-PARTY TRANSACTIONS

Questions 54-68:

This section deals with doing business with related parties. A related party is a person or business entity related to the contracted provider entity by blood, marriage, adoption, common ownership, or any association which permits either entity to exert power or influence (control), either directly or indirectly, over the other. Two or more individuals or business entities constitute related parties whenever they are affiliated or associated in a manner that entails some degree of legal control or practical influence of one over the other. This affiliation or association may be based on common ownership, past or present mutual interests in healthcare or other types of enterprises, or family ties. In determining whether a related party relationship exists with the contracted provider, the tests of common ownership and control are applied separately. Control exists where an individual or business entity has power, directly or indirectly, significantly to influence or direct the actions or policies of a business entity or institution. If the elements of common ownership or control are not present in both business entities, the entities are deemed not to be related to each other. The existence of an immediate family relationship will create an irrefutable presumption of relatedness through control or attribution of ownership or equity interests where the significance tests are met. The following persons are considered immediate family: (1) husband and wife; (2) natural parent, child and sibling; (3) adopted child and adoptive parent; (4) stepparent, stepchild, stepsister, and stepbrother; (5) father-in-law, mother-in-law, brother-in-law, son-in-law, sister-in-law, and daughter-in-law; (6) grandparent and grandchild; (7) uncles and aunts by blood or marriage; (8) nephew and nieces by blood or marriage; and (9) first cousins. (40 TAC §732.240)

Related party transactions include the purchase/lease of facilities, services, equipment, or supplies from the contracted provider's central office or related business entities. The allowable cost in a related-party transaction will be examined to determine their reasonableness, meaning that such cost must not exceed the price of comparable services, facilities, equipment or supplies if they were to be purchased from a non-related vendor on the open market.

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: 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.

Previous Edition Usable

Standard Form 424B (Rev. 7-97) Prescribed by OMB Circular A-102

Exhibit N: ASSURANCES – NON-CONSTRUCTION PROGRAMS

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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 4248 (Rev. 7-97) Back

Ending the HIV Epidemic (EHE) RFA

Exhibit O: Certification Regarding Lobbying

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

PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE

First Name: _____

Last Name: _____

Title: _____

Signature: _____

Exhibit P: EXPENDITURE PROPOSAL	
Budget for Grant Contracts	
SUMMARY	
Grantee:	Tarrant County
Applicant:	
Contract Number:	HH500897700004
Agency ID:	
Contract Budget Period:	06/01/2025 - 05/31/2026
Program:	Ending the HIV Epidemic (EHE)

Cost Categories	Reimbursable
(1A) Personnel - Salaries	\$0.00
(1B) Personnel - Fringe Benefits	\$0.00
(2) Travel	\$0.00
(3) Supplies and Controlled Assets	\$0.00
(4) Capital Equipment (greater than \$5K)	\$0.00
(5) Other Costs	\$0.00
Indirect Costs	\$0.00
TOTAL	\$0.00

Certified By (Name):	
Title:	

Signature : _____

Date : _____

FY 2026 Budget

Applicant:
Program: EHE

Budget Preparer:
Certifying Approver

Total Budget: \$0.00

Contract Budget Period: 06/01/2025 to 05/31/2026

PERSONNEL - SALARIES	EHE Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
<i>Total</i>	\$ -	

PERSONNEL - FRINGE	EHE Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	-	
State Unemployment Tax Act (SUTA)	-	
Retirement	-	
Insurance- Medical	-	
Insurance- Dental	-	
Insurance- Vision	-	
Insurance- Worker's Compensation	-	
Insurance- Unemployment	-	
Short-Term Disability	-	
Long-Term Disability	-	
Life Insurance	-	
Other Fringe	-	
<i>Total</i>	\$ -	

TRAVEL	EHE Contract Budget	Methodology for Contract Budget Narrative
Mileage	-	
Airfare	-	
Meals	-	
Lodging	-	
Miscellaneous Transportation	-	
<i>Total</i>	\$ -	

SUPPLIES and CONTROLLED ASSETS	EHE Contract Budget	Methodology for Contract Budget Narrative
	-	

Allocations				
Total Salary	# Employees	% Time Allocated to EHE Contract	Number of months on contract	Direct Service or Admin?
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	

	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total	\$ -	

CAPITAL EQUIPMENT (greater than \$5K)	EHE Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$ -	

OTHER COSTS	EHE Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
Total	\$ -	

INDIRECT COSTS	EHE Contract Budget	Methodology for Contract Budget Narrative
Indirect Costs	\$ -	
Total	\$ -	

TOTAL FY25 BUDGET	EHE Contract Budget
Total	\$ -

Instructions for Completing Form 2030

Expenditure Proposal for Grants

These instructions will explain how to submit the Expenditure Proposal.

Form 2030 - Summary Tab

Because this is a Cost Reimbursement grant, Tarrant County is not obligated to pay unauthorized costs or to pay more than the Applicant's allowable and actual incurred costs. These costs must be in compliance with the appropriate regulations. Federally funded grants follow the Uniform Grant Guidelines (UGG) and State funded grants follow the Uniform Grant Management Standards (UGMS).

The 2030 is designed to maintain the original Approved Budget and monthly invoices for the grant. All of the expenditure information in this Summary will be carried forward from the Applicant's Proposed Budget. The only information the Applicant needs to provide on this tab is the Applicant's name, and name and title of the individual who is authorized to certify the expenditure proposal. Please include the date that this budget was certified.

Reimbursable expenses will be charged to Tarrant County in the month that the cost is reflected on the Applicant's general ledger. For example, mileage was reimbursed in October (and hits the Applicant's October general ledger) for September travel- then the expense would be included on the Applicant's October Billing Reimbursement Request.

The Expenditure Proposal is composed of the following six budget categories:

1. Salaries
2. Fringe Benefits
3. Travel
4. Supplies and Controlled Assets
5. Capital Equipment (expense exceeding \$5,000)
6. Other Costs

Proposed Budget Tab

In column C, enter the methodology for the Applicant's Reimbursable budget line items. The Applicant's methodology should provide a level of detail that will allow the Tarrant County staff to approve the amount of funds being requested on a line-by-line basis. In many instances, it will be more efficient to provide the details and eliminate assumptions.

List the organization's name in C3. Please identify the individual in the Applicant's organization that is preparing and approving this budget.

Once finalized, this tab will be renamed the "Approved" Budget.

The following sections will explain how to provide budget information for the individual Budget Categories:

SALARIES

Only enter amounts or information in non-shaded areas. The shaded cells are protected- because the data is either a formula or carried forward from another cell.

In column A, list the titles for each individual staff person directly working on this grant. Do not list employee names. This includes all staff whose salaries are all or partially reimbursable. Job titles must match job descriptions.

In column E, list the Annual Salary for each individual.

Please propose any pay raises that will occur during the grant term. In the methodology section (Column C), clearly indicate the number of months at one pay rate and the number of months at the increased pay rate. The methodology should calculate to the Annual Salary being listed in Column E.

In column F, list the number of employees working identified position.

In column G, list the amount of percentage of time this individual will be allocated to this grant. For example, list the individual at 100% or 50% or

In column H, list the number of months each individual will work on this grant during the fiscal year.

In column I, indicate whether the staff is in a direct service or administrative role by using the drop down arrow.

In column B, this total will represent the Reimbursable funds needed to work on this grant during the fiscal year.

The Total Salaries in B21 will be carried forward to the Form 2030 Summary tab (cell B15).

FRINGE

If all staff are not included in the calculations, specify to whom the benefits applies to or does not apply to (whichever is clearer).

The following definitions and formulas may be helpful:

Social Security is the Federal Insurance Contributions Act (FICA) and is the total of the FICA rate (7.65%) x the participating staffs' salaries.

Texas Unemployment Compensation Act (TUCA) is the total of the rate assigned by TWC (4.34% of the first \$9,000 per employee) x the participating staffs' salaries.

Retirement is the rate (dependent on the type of plan) x the participating staffs' salaries.

Health Insurance costs are also dependent on the (various) plans' benefits x the participating staffs' salaries.

Worker's Compensation is purchased through private insurance firms that determine the appropriate employment classification and rates.

In column B, enter the amounts requested for Reimbursable expenses for each individual type of benefit.

In column C, enter the formula for calculating the Reimbursable expenses for each individual type of benefit.

The Total Fringe (cell B36) will be carried forward to the Form 2030 Summary tab (cell B16).

TRAVEL

The following definitions and formulas may be helpful:

Meals, Lodging, Mileage Reimbursements and Transportation costs must be budgeted on a cost-incurred basis (follow the grant terms and conditions). The Applicant should use historical costs for calculations when available. The Applicant should specify the methodology in column C.

Receipts documenting the expense must be maintained to substantiate the reimbursement.

Items normally included in the methodology column would be positions authorized to travel, number of miles/units and mileage rate, and the travel purpose (client visit, training class, conference...)

Miscellaneous transportation costs include car rentals, fuel, taxi, toll road charges, parking fees...

In column B, enter the amounts requested for Reimbursable travel expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

The Total Travel (cell B44) will be carried forward to the Form 2030 Summary tab (cell B17).

SUPPLIES and CONTROLLED ASSETS

In column A, the Applicant can create budgets for various supply needs. Each supply type requires a separate line item.

Controlled Assets are items of real or personal property with an estimated life of greater than one year, but an acquisition cost of less than \$5000. These items are considered high risk and have a high potential for loss; therefore, controlled assets must be maintained in the Applicant's inventory system and tagged accordingly based on specific acquisition costs. Applicants should review the Comptroller's State Property Accounting User Manual for the most current information regarding controlled assets.

In column B, enter the amounts requested for Reimbursable Supply expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

For example, Office Supplies methodology could state "\$75 (based on last year's expenditures) x 10 FTEs = \$75.

For example, Controlled Asset- Camera methodology could state (2) Cannon Digital Rebel Xti cameras x \$800 = \$1600.

For example, Controlled Asset- Computers- could include the purchase of laptops, tablets, iPads, desktops...

The Total Supplies (cell B57) will be carried forward to the Form 2030 tab (cell B18).

CAPITAL EQUIPMENT

In column A, list any equipment that meets or exceeds the capitalization threshold (\$5,000).

The tangible personal property must have a useful life of more than one year. The equipment purchased with DSHS funds must be tagged by the Applicant and must be inventoried on an annual basis (at minimum).

Non-capitalized equipment will be budgeted in the "Supplies and Controlled Assets" budget category.

Leased equipment will be budgeted in the "Other Costs" budget category.

In column B, enter the amounts requested for Reimbursable Capital Equipment expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

The Total Equipment (cell B63) will be carried forward to the Form 2030 Summary tab (cell B19).

OTHER COSTS

Items listed in the "Other" budget category include items that do not fit under any other cost categories. These items could include cell phone expenses, internet charges, space rental, leased items, professional dues, conference registration fee, accounting software annual maintenance fees, software for new computers...

In column A, the Applicant can create budgets for various allowable expense that does not fit in any of the previous budget categories. Each expense type requires a separate line item.

In column B, enter the amounts requested for Reimbursable Other Costs expenses.

Please ensure that the methodology (column C) will provide an adequate explanation for the budgeted expenses.

The Total Other Costs (cell B76) will be carried forward to the Form 2030 Summary tab (cell B20).

TOTAL Budget (B83) will be carried forward to the Form 2030 Summary tab (cell B23)

Exhibit Q: EHE Guidelines for Allowable Food Costs

1. Basic Guidelines found in CFR 200.438 Entertainment cost:

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with prior written approval of the Federal awarding agency.

2. Food Costs for EHE Participants

DSHS allows the costs of snacks and meals only when they are necessary and part of the delivery of Ending the HIV Epidemic programming. Food costs must be shown as necessary to carrying out the purpose of the award. Recognition ceremonies celebrating the successes of Participants may also incur reasonable food costs. Food and meal costs for Participants are unallowable when they become the central activity.

Generally, food itself should not be used as a reward or incentive however an event such as a Youth picnic with food for program cycle completion could be allowable. Similarly, a drawing for a small restaurant gift card that has nutritious menu options for Youth completing a EHE survey or returning Data Authorization forms by a due date could be allowable.

DSHS recognizes that program staff working with EHE Participants may become aware of community members who need meals and encourages connections to community partners or leveraging other funding streams and programs that can provide food and provide additional support to the family. Basic needs support is not an intended use of EHE funds.

DSHS also wants to distinguish community events from EHE programming with Community Members. Many EHE programs hold community meetings and events to promote EHE, recruit Participants and seek community input. Essential costs associated with coordinating these events, such as staff time, copying and mailing of flyers, and supplies may be allowable contract costs when the purpose of the event is to further the goals of EHE. Reasonable food costs may be considered for community events that provide outreach to potential EHE Participants.

3. Food Costs for EHE Staff

Meal costs for EHE staff can be reimbursed only if eating with EHE Participants is a condition of employment or incurred during approved travel while performing activities under the Grant. EHE staff meal costs during approved travel are allowable only in

conjunction with overnight travel of more than 50 miles from their office or residence.

4. Budgeting and Documentation for EHE Food Costs

EHE Grantees should consider the following when budgeting, approving Subawardee budgets, and reimbursing Subawardees for food costs for Participants:

- A. Are the food costs an essential cost of EHE programming?
- B. Would a snack or meal normally be served during the hours the program plans to provide the snack or meal?
- C. Have nutritious food options been considered in the planning?
- D. Is the cost of the food a prudent use of EHE money? Would a reasonable person recognize those making cost decisions as good stewards of public monies?
- E. Could food costs be donated to support the maximization of EHE funds for direct programming to youth?

All food costs must be described in the Project Work Plan and the costs must be clearly outlined in the budget and budget narrative. No food costs will be allowed unless specifically approved by DSHS in the budget.

Grantees must keep and be able to provide documentation of all costs especially those related to food if requested at any time by DSHS.

EXHIBIT R

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties,” Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature _____ X

THIS FORM MUST BE SIGNED.

Exhibit S: LETTER OF INTENT

TARRANT COUNTY – Ending the HIV Epidemic (EHE)
REQUEST FOR APPLICATIONS - FY 2026

Date of Release: Date, 2026

INTENT TO APPLY

To enable Tarrant County to calculate the number of Applicants as accurately as possible, please return this form if your organization intends to submit an Application.

Name and Position

Organization Name

Street Address

City, State and Zip Code

Telephone Number

E-Mail Address

Please return by February 21, 2025, by email or mail to:

Tarrant County – Ending the HIV Epidemic (EHE)

Attn: Hope Adams, EHE Program Manager

1101 S. Main Street, Room 2503

Fort Worth, Texas 76104

Fax: 817-321-4896

Email: hmadams@tarrantcountytx.gov

Exhibit T: DEFINITIONS

Unless the context clearly indicates otherwise, the following terms and conditions used in this RFA have the meanings assigned below:

"**Addendum**" is a written clarification or revision to this RFA issued by DSHS. "**Amendment**" is a formal revision or addition to a Grant Agreement.

"**Ancillary Programming**" is optional Program Components selected by the Applicant to complement the EHE program.

"**Application**" is a document submitted by an Applicant in response to this RFA. Used interchangeably with the term "Response" and "Grant Application."

"**Applicant**" is the entity applying in response to this RFA.

"**Award**" is the act of communicating acceptance of an Application to the Applicant, thereby forming a Grant Agreement.

"**Best Value**" is the optimum combination of economy and quality that is the result of fair, efficient, and practical grant award decision-making and achieves grant objectives.

"**Business Day**" is any day other than a Saturday, Sunday, or day in which Texas State or Tarrant County offices are authorized or obligated by law or executive order to be closed.

"**Confidential Information**" is any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of:

1. Confidential Participant information, including Protected Health Information;
2. All non-public budget, expense, payment, and other financial information;
3. All privileged Work Product;
4. All information designated by HHS or any other State Agency as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552;
5. Unless publicly disclosed by HHS, the State, or Tarrant County the pricing, payments, and terms and conditions of the Agreement;
6. Information that is utilized, developed, received, or maintained by HHS, the Grantee, the Subawardee, or DSHS to fulfill a duty or obligation under this Grant Agreement and that has not been publicly disclosed; and
7. Any other information deemed confidential under State or federal confidentiality laws.

"**Contact**" is to get in touch with or communicate with via face-to-face, electronic communication (telephone, text, Email, computer or webcam), or letter.

"**Contract**" is a promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. Used interchangeably with "Grant Agreement" in this RFA.

“Contract Performance Measures Report” is a reporting tool developed and prepared by DSHS to compare an individual Grantee’s and Subawardee’s performance to the metric established for the Output or Outcome.

“Contractor” is traditionally the entity awarded a Contract. To distinguish between Grants and Contracts, DSHS further clarifies that although “Contractor” may be used to describe the entity receiving a Grant pursuant to this RFA, “Grantee” is the appropriate and more frequently used term for any entity receiving a Grant.

“Cultural Humility” is the ability of individuals and systems to maintain an openness to on-going learning and self-reflection around culture; recognizing that people are multi-dimensional and have their own experiences of their respective culture or cultures; and addressing any related power dynamics to build healthy partnerships among people, organizations, and systems. Used interchangeably with the term “Cultural Competency.”

“Ending the HIV Epidemic Program (EHE)” is a program funded through the Texas Department of State Health Services (DSHS) to assist communities in ending the HIV epidemic.

“EHE HIV Prevention Partnership” is a community-based group of representatives from community-based organizations, academic institutions, community members, and other interested parties who are focused on ending the HIV epidemic in Tarrant County.

“Data Source” is the system or process from which information about a Performance Measure will be gathered.

“Deliverable” is a written, recorded, or otherwise tangible work product prepared, developed, or procured by the Subawardee that is to be provided as part of the Subawardee’s obligations under the Grant Agreement. A discrete type or increment of work. The work may involve the delivery of goods or services.

“DSHS” is the Texas Department of State Health Services, its officers, employees, or authorized agents.

“Effective Date” is the date upon which the parties agree the Grant Agreement shall take effect.

“Evidence-Based Program” is a program that:

1. Is research-based and grounded in relevant, empirically based knowledge and program-determined Outcomes;
2. Has comprehensive standards ensuring the highest quality service delivery with continuous improvement in the quality of service delivery;
3. Has demonstrated significant positive short-term and long-term Outcomes;
4. Has been evaluated by at least one rigorous, randomized, controlled research trial across heterogeneous populations or communities, the results of at least one of which has been published in a peer-reviewed journal;
5. Substantially complies with a program manual or design that specifies the purpose, Outcomes, duration, and frequency of the program; and
6. Employs well-trained and competent staff and provides continual relevant professional development opportunities to the staff.

“Evidence-Informed Practices” are practices that use the best available research and practice knowledge to guide program design and implementation. An allowable solution that allows for performance and success in all conditions. Components of Evidence- Informed programs have been tested using a randomized control trial or rigorous quasi- experimental design.

“Grant” is an Award from Tarrant County to an entity through this RFA for EHE.

“Grant Agreement” is a promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the agreement. For State contracting purposes, it describes the terms of a purchase of services from a Grantee. For County contracting purposes, it describes the terms of a purchase of services from a Subawardee. Grant Agreement may be used interchangeably with “Contract.”

"Grant Opportunity" is this Request for Applications and includes any Exhibits and Addenda, if any.

“Grantee” is an entity awarded a Grant Agreement pursuant to this RFA to provide services.

"Health and Human Services (HHS)" is the administrative agency established under Chapter 531, Texas Government Code or its designee.

“Invoice” is a Subawardee’s bill or written request for payment under the Grant Agreement for services performed.

“Key Personnel” are those staff having authority and responsibility for planning, directing, and supervising aspects of this project.

“Logic Model” is a program map. It is a simple, logical illustration of what the program does, why, and how the Applicant will know if the program is successful. There is a wide variety of Logic Model formats, but most have the same key components including resources or inputs, activities, Outputs, Outcomes, and impact.

“Memorandum of Understanding (MOU)” is a non-financial agreement between two or more parties to memorialize an agreement to cooperate or coordinate with each other for a specific purpose.

“Non-Responsive” is when the Application’s noncompliance with a material aspect of the RFA results in the Application’s exclusion from Grant Award consideration.

“Outcome” is a measure that demonstrates the effect a service has on Participants, typically related to improvements in the lives of Participants regarding health and well-being.

“Output” is an indicator referring to activities, methods, or approaches and the immediate results generated because of program efforts (e.g. number of Families served).

“Participant” is a member of the population to be served by the Applicant’s organization. For the purposes of this Grant, a Participant is a community member who is part of a target or at-risk population who is receiving services under this Grant. Used interchangeably with the term

“Client” for this RFA.

“Performance Measure” is a service Output, Outcome, or Deliverable used to assess the performance of the Grantee.

“Period of Performance” is the period beginning with the commencement date or Effective Date of a Grant Agreement and ending when the Grant Agreement expires in accordance with its terms, or when it has been terminated. Period of Performance may be used interchangeably with “Grant Term.”

“Program Component” is an opportunity funded by EHE for Participants which falls under either Required Programming or Ancillary Programming.

“Program Model” is the Evidence-Based Program, Promising Practice Program, or Evidence-Informed approach implemented by the Subawardee.

“Program Staff” are employees working under the auspices of EHE Grantees, including Subawardees and volunteers who will be providing support and services to participants, clients, and/or community members.

“Project Work Plan (PWP)” is the documentation of how the Subawardee will implement and operate the program to achieve the performance measures outlined in the Grant Agreement.

“Promising Practice Program” is a Program Model that:

1. Has an active impact evaluation program or demonstrates a schedule for implementing an active impact evaluation program;
2. Has been evaluated by at least one Outcome-based study demonstrating effectiveness or random, controlled trial in a homogeneous sample;
3. Substantially complies with a program manual or design that specifies the purpose, Outcomes, duration, and frequency of the program services;
4. Employs well-trained and competent Program Staff and provides continual relevant professional development opportunities;
5. Is research-based and grounded in relevant, empirical knowledge, and program-determined Outcomes.

“Protected Health Information (PHI)” is information protected by the HIPAA Privacy Rule providing federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important purposes.

“Referral” is the process whereby the Subawardee provides clients with recommendations and support connecting with external services or resources that extend beyond the services the Subawardee is required to provide through this RFA.

“Required Programming” is the Program Components which must be offered by EHE and include increasing HIV awareness; promoting or providing HIV testing and PrEP; and/or providing or referring clients to resources to overcome barriers to HIV-related care.

“Responsive” is when an Application has been determined by Tarrant County to comply with all

material aspects of the RFA, including submission of all required documents.

“**Scope and Sequence**” is a list of the areas of development, topics, and content that will be addressed within the program.

“**Scope of Work**” is a description of what DSHS and Tarrant County requires and what an Applicant must provide. The written statement or description and enumeration of services to be performed.

“**Service Delivery Area (SDA)**” is the ZIP Code(s) or neighborhood (s) proposed by the Applicant, within which Grant services are to be provided. May be used interchangeably with “Community” in this RFA.

“**State**” is the State of Texas and its instrumentalities, including HHS, DSHS and any other State Agency, its officers, employees, or authorized agents.

“**State Agency**” is an agency of the State of Texas as defined in Texas Government Code 2056.001.

“**Subaward**” is a written agreement that assigns portions of the obligations of a Grantee to a third party selected by the Grantee. The third party assumes some of the obligations of the Grantee while the Grantee remains completely responsible for all actions carried out by the Subawardee. Subaward may be used interchangeably with the term “Subcontract” or “Subgrant” for this RFA.

“**Subawardee**” is any entity that has entered into a Subaward with the Grantee to assume some of the obligations of the Grantee. Used interchangeably with the term “Subcontractor” or “Subgrantee.”

“**Uniform Terms and Conditions (UTCs)**” is the terms and conditions applicable to any Grant Agreement resulting from this RFA that governs the Application and any resulting Grant Agreement.