

20.a.10

Harris County  
**HCPHES**  
Public Health & Environmental Services

Herminia Palacio, M.D., M.P.H.  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tele: (713) 439-6000  
Fax: (713) 439-6080

Umair A. Shah, M.D., M.P.H.  
Deputy Director, HCPHES  
Director, Disease Control &  
Clinical Prevention (DCCP) Division  
2223 West Loop South  
Houston, Texas 77027  
Tele: (713) 439-6000  
Fax: (713) 439-6080

July 21, 2010

The Honorable Judge Ed Emmett  
and Commissioners Court  
Harris County Administrative Building  
1001 Preston Avenue  
Houston, Texas 77002

Vote of the Court:	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dear Court Members:

I respectfully request approval of the attached amendment to the current contract (#2010-034162) between the Texas Department of State Health Services (DSHS) and Harris County Public Health & Environmental Services (HCPHES) for the operation of the Title XX Family Planning Services Program, increasing the grant amount by 65,112,000. The amendment is partly funded by The American Recovery and Reinvestment Act and will be tracked in a new accounting key.

If you have any questions regarding this matter, please contact Ms. Valeria Brannon, HCPHES Chief of Clinical Health and Prevention Services at (713) 439-6116.

Sincerely,

Herminia Palacio, M.D., M.P.H.  
Executive Director

10 JUL 22 AM 9:40  
HARRIS COUNTY  
MANAGEMENT SERVICES

HP/DM/re

- cc: U. Shah
- V. Brannon
- D. Miller
- C. Assiff (2)
- L. Becker
- T. Ricciardello
- E. Cadow - Grants Coordinator
- M. Awayan - Auditor's Office

Presented to Commissioner's Court

US- org letter + order + copy backup  
Health- copy letter + cc order + org backup  
Rm- copy  
Budget (Health)- copy  
Aid- copy

www.hcphe.org  
Grant

JUL 27 2010

APPROVE G/L  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_



# HARRIS COUNTY, TEXAS

Office of Budget Management 1310 Prairie, Suite 530 Houston, Texas 77002 (713) 755-3301

Grants Coordination Section - Conveyance Form

Application

Award

<b>Department Name / Number</b> H/C PUBLIC HEALTH & ENV. SVC. - 275		<b>DUNs</b> 072206378	<b>Grant Title</b> Family Planning '09/10 - ARRA Supplemental
<b>Funding Source:</b> U.S. Department of Health & Human Services: CFDA# 93.714		<b>Grant Agency:</b> Texas Department of State Health Services	
<b>Program Year:</b> 9(c)		<b>Program Ending:</b>	
<b>Grant Begin Date:</b> 11/01/2009		<b>Grant End Date:</b> 08/31/2010	
<b>Grant Org. Key:</b>		<b>If applicable, Prior Year Org. Key:</b> BOL27566	

### Grant Description:

The Temporary Assistance for Needy Families (TANF) Fund is administered by the U.S. Department of Health and Human Services. The purposes of the program are: a) to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; b) to end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; c) to prevent and reduce the incidence of out-of-wedlock pregnancies; and d) to encourage the formation and maintenance of two-parent families. The Emergency Contingency Fund provides additional funds to states having increases in caseloads and basic assistance expenditures.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$ 65,112.00	\$ 65,112.00	\$ 0.00
Non - Labor	\$ 0.00	\$ 0.00	\$ 0.00
Sub Tot. Incremental Cost	\$ 65,112.00	\$ 65,112.00	\$ 0.00
Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00 *
<b>TOTALS</b>	<b>\$ 65,112.00</b>	<b>\$ 65,112.00</b>	<b>\$ 0.00</b>

\* under development

Full Time Equivalent Positions

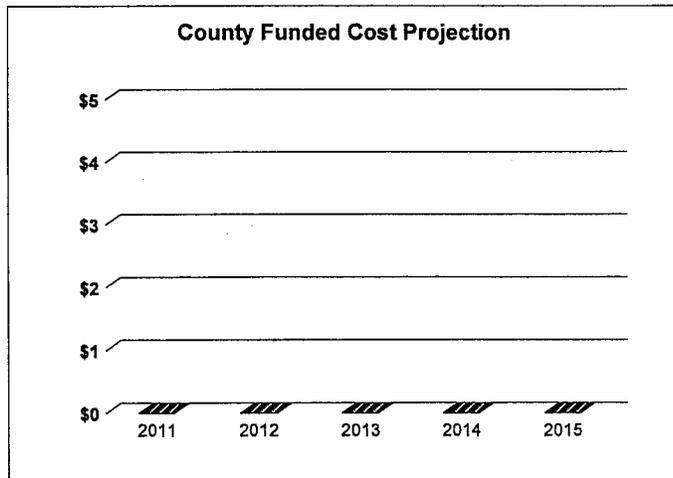
Date Grant Guidelines are Available

% of Positions Paid by Grant

Grant Submittal Deadline Date

### GCS Discussion:

This item relates to an award that was approved by Commissioners Court on 11/24/09 for the provision of Title X and Title XX-funded family planning services, increasing that award by \$65,112. Note: While technically an amendment to the grant awarded on 11/24/09, this item is funded through the American Recovery and Reinvestment Act (ARRA) under a separate grant program, and thus is presented as a separate item for purposes of ARRA compliance. These funds will pay for a portion of the salaries and benefits of the 20 FTEs associated with this program.



Required Match per Grant
  Discretionary Cash Match

Completed by :

Cadow, Eric

Date :

7/21/2010

Reviewed by :

Date :

7/21/2010



DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

The Department of State Health Services (DSHS) and HARRIS COUNTY PUBLIC HEALTH & ENVIRONMENTAL SERVICES (Contractor) agree to amend Program Attachment # 001 (Program Attachment) to Contract # 2010-034162 (Contract) in accordance with this Amendment No. 001A: CHS - TITLE XX, effective 06/28/2010.

The purpose of this Amendment is to add ARRA funds, ARRA reporting requirement, forms, increase funding due to realignment of FY10 funds, and to revise Performance Measures.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION II. PERFORMANCE MEASURES - is revised as follows:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

These services shall be provided to the clients in the following population categories and in the following numbers:

Category	Number of Clients	
Women (all ages)	2673	<u>2883</u>
Men (all ages)	<del>141</del>	<u>152</u>
<b>Total Medical Clients</b>	<b>2814</b>	<b><u>3035</u></b>

Section VII. Budget is revised as follows:

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.667, 93.714

DUNS# 072206378

FEDERAL AWARD # G-1002TXTAN2

Contractor shall adhere to the current schedule of allowable services and rates located on the DSHS website at: <http://www.dshs.state.tx.us/famplan/contractor/default.shtm#code>.

Total payments will not exceed \$828,099.00 **\$893,211.00**

Section VIII. Special Provisions, is revised to include the following:

General Provisions, **Access and Inspection** Article, Section 9.01 is revised to include the following:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Breach of Contract and Remedies for Non-Compliance Article.

This Program Attachment is funded partly with American Recovery and Reinvestment Act of 2009 (ARRA) funds.

The DSHS American Recovery and Reinvestment Act of 2009 Addendum for Subrecipients is incorporated into this contract and made a part of this contract for all purposes.

The attached addendum contains ARRA special provisions applicable to this program attachment.

The American Recovery & Reinvestment Act – Subrecipient Affidavit, is attached and made part of this contract. Contractor shall execute the ARRA Subrecipient Affidavit before a notary and return it with this signed amendment.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

**Department of State Health Services**

\_\_\_\_\_  
Signature of Authorized Official

Date: \_\_\_\_\_

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

**Contractor**

  
\_\_\_\_\_  
Signature of Authorized Official

Date: JUL 27 2010

Name: COUNTY JUDGE ED EMMETT

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**AMERICAN RECOVERY & REINVESTMENT ACT – SUBRECIPIENT AFFIDAVIT**

I, \_\_\_\_\_, an authorized representative of: \_\_\_\_\_, a [individual, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) (“Contractor”) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented by Contractor to help ensure that Contractor and its use of these funds comply with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that Contractor is receiving ARRA funding from the Department of State Health Services, a state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement between DSHS and the federal funding agency and the contract between DSHS and Contractor resulting in the withholding of funds, debarment, award termination or suspension, or contract sanctions, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject Contractor or me to civil penalties as provided for in 31 U.S.C. Section 3729.

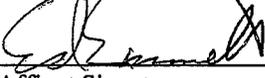
I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement’s meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand the Contractor’s obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand the Contractor’s obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor’s Office at (800) 892-8348.

I further understand that Contractor will require all sub-recipients with whom it contracts using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

  
\_\_\_\_\_  
Affiant Signature

**COUNTY JUDGE ED EMMETT.**  
\_\_\_\_\_  
Printed Affiant Name

\_\_\_\_\_  
Contractor’s Full Name

\_\_\_\_\_  
Title of Affiant

\_\_\_\_\_  
Date

Sworn and subscribed before me by the said  
*County Judge Ed Emmett*  
\_\_\_\_\_  
(Printed Name of Subrecipient’s Authorized Representative)

this *27<sup>th</sup>* day of *July*, 20*10*.

*Vanessa M. Vaught*  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary’s printed name: *Vanessa M. Vaught*  
My commission expires: *March 4, 2014*



## **American Recovery and Reinvestment Act of 2009 Addendum for Subrecipients**

The following standard terms and conditions are based on the United States Department of Health and Human Services (HHS) Standard Terms and Conditions for the award of funds to a recipient under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act), Division A. As a recipient of ARRA funds, DSHS is subject to the HHS standard terms and conditions. This Addendum includes the terms and conditions that are made expressly applicable to Contractor, as a subrecipient of ARRA funds from DSHS, in the HHS standard terms and conditions, as well as terms and conditions that are necessary to assist DSHS in meeting the HHS standard terms and conditions applicable to DSHS.

The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed by HHS for awards funded under ARRA.

**1. HHS Standard Terms and Conditions.** HHS requires DSHS, as a recipient of ARRA funds and, as applicable, its subrecipient contractors to comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by ARRA program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by the following terms and conditions implementing the ARRA requirements. Terms and conditions found in the Notice of Grant Award (NOGA) issued by HHS to DSHS for the ARRA funds in this Contract are imposed on Contractor to the extent the terms and conditions apply to a subrecipient of the funds and are incorporated into this Contract by reference. Contractor may obtain a copy of any applicable NOGA from the Division Contract Management Unit assigned to the Program Attachment. Contractor shall comply with ARRA program statutes and regulations and HHS grant administration regulations and grants policy statements, as applicable to subrecipients, unless they are superseded by the terms and conditions in this Addendum.

**2. Preference for Quick Start Activities, Job Creation and Economic Benefit.** HHS requires that DSHS use grant funds in a manner that maximizes job creation and economic benefit. Contractor shall meet the activity, including deliverable, deadlines stated in this Contract and any deadlines established after the execution of this Contract unless the Parties agree otherwise in writing. Contractor shall submit reports and information on job creation and retention, and economic benefit as required by DSHS.

**3. Limit on Funds.** Contractor shall not use the ARRA funds under this Contract for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**4. ARRA: One-Time Funding.** Contractor acknowledges that, unless otherwise specified in the Program Attachment, ARRA funding to existent or new awardees, including Contractor, should be considered one-time funding.

**5. Civil Rights Obligations.** The ARRA has not modified DSHS's or Contractor's civil rights obligations that are referenced in the HHS' Grants Policy Statement, and these obligations remain a requirement of Federal law. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For more information and technical assistance, contact HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

**6. Disclosure of Fraud or Misconduct.** Contractor, as a sub-recipient of ARRA funds shall promptly refer to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**7. Responsibilities for Informing Sub-recipients.** HHS requires that DSHS separately identify to each sub-recipient, including Contractor, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. Contractor acknowledges that this information is included in the Program Attachment.

**8. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.**

(a) To maximize the transparency and accountability of ARRA funds as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements," as applicable, and OMB A-102 Common Rules provisions, HHS requires that DSHS maintain records that identify adequately the source and application of ARRA funds. Contractor shall maintain records that identify adequately the source and application of ARRA funds received under this Contract.

(b) Because DSHS is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," HHS requires that DSHS separately identify the expenditures for ARRA awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. DSHS must identify ARRA expenditures separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) HHS requires that DSHS separately identify to each sub-recipient, including Contractor, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds. If DSHS awards ARRA funds for an existing program, the information furnished to Contractor must distinguish the sub-awards of incremental ARRA funds from regular sub-awards under the existing program. Contractor acknowledges that this information is included in the Program Attachment.

(d) HHS requires that DSHS require its sub-recipients, including Contractor, to include on their SEFA information to specifically identify ARRA funding similar to the requirements for DSHS's SEFA described above. This information is needed to allow DSHS to properly monitor Contractor's expenditure of ARRA funds, and to permit oversight by HHS's, Office of Inspector General and the Government Accountability Office. Contractor agrees to include this information on its SEFA, if the Contractor is required to file an SEFA, or to submit this information in another format, if required by DSHS.

**9. Recipient Reporting and Registration Requirements under Section 1512 of the ARRA. This provision # 9 applies to Contractor unless the ARRA funds are for awards that are classified, awarded to individuals, or awarded under mandatory and entitlement programs, except as specifically required by OMB, or expressly exempted from the reporting requirement in the Recovery Act.**

(a) HHS requires that DSHS complete ARRA-funded projects or activities and to report on use of ARRA funds. Information from these reports will be made available to the public. The reports from DSHS are due no later than ten (10) calendar days after each calendar quarter in which DSHS receives ARRA funding.

(b) DSHS and its first-tier recipients, including Contractor, must maintain current registrations in the Central Contractor Registration (CCR) (<http://www.ccr.gov>) at all times during which they have active ARRA-funded awards. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the CCR. Contractor must be registered with the CCR before the effective date of this Contract and shall maintain registration throughout the term of this Contract.

(c) DSHS must report the information described in section 1512(c) of the ARRA using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). Contractor shall file written reports with DSHS using the format and content and meeting the deadlines determined by DSHS to meet federal and state requirements under Section 1512 of the ARRA for funds and matching funds, if any, that are dispersed under the ARRA.

**10. Whistleblower Provisions.** Contractor shall comply with the whistleblower provisions of Section 1553 of the ARRA, including posting notice of the rights and remedies provided under this section of ARRA.

**11. Executive Order RP 72 issued August 25, 2009, by Governor of the State of Texas.**

As required by Executive Order RP 72, Contractor certifies that ARRA funds will be used in accordance with state and federal laws. As required by the order, Contractor agrees to track all ARRA funds and their projected statuses separately from all other funds and to comply with ARRA Section 1512 and other federal and state reporting requirements.

Contractor is encouraged to post all ARRA-funded job openings on [WorkinTexas.com](http://WorkinTexas.com) and to distinguish ARRA-funded positions from positions funded through other sources of revenue.

DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

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Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION II. PERFORMANCE MEASURES - is revised as follows:

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Section VII. Budget is revised as follows:

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.667, 93.714

DUNS# 072206378

FEDERAL AWARD # G-1002TXTAN2

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All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

**Department of State Health Services**

\_\_\_\_\_  
Signature of Authorized Official

Date: \_\_\_\_\_

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

**Contractor**

  
\_\_\_\_\_  
Signature of Authorized Official

Date: **JUL 27 2010**

Name: **COUNTY JUDGE ED EMMETT**

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**AMERICAN RECOVERY & REINVESTMENT ACT – SUBRECIPIENT AFFIDAVIT**

I, \_\_\_\_\_, an authorized representative of: \_\_\_\_\_, a [individual, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) (“Contractor”) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented by Contractor to help ensure that Contractor and its use of these funds comply with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that Contractor is receiving ARRA funding from the Department of State Health Services, a state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement between DSHS and the federal funding agency and the contract between DSHS and Contractor resulting in the withholding of funds, debarment, award termination or suspension, or contract sanctions, as appropriate.

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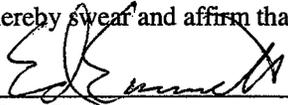
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I further understand that Contractor will require all sub-recipients with whom it contracts using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

  
\_\_\_\_\_  
Affiant Signature

**COUNTY JUDGE ED EMMETT**  
Printed Affiant Name

\_\_\_\_\_  
Contractor’s Full Name

\_\_\_\_\_  
Title of Affiant

**JUL 27 2010**  
Date

Sworn and subscribed before me by the said  
*County Judge Ed Emmett*  
(Printed Name of Subrecipient’s Authorized Representative)

this 27<sup>th</sup> day of July, 2010.

*Vanessa M. Vaughn*  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary’s printed name: **Vanessa M. VAUGHN**  
My commission expires: **March 4, 2014**



## **American Recovery and Reinvestment Act of 2009 Addendum for Subrecipients**

The following standard terms and conditions are based on the United States Department of Health and Human Services (HHS) Standard Terms and Conditions for the award of funds to a recipient under the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act), Division A. As a recipient of ARRA funds, DSHS is subject to the HHS standard terms and conditions. This Addendum includes the terms and conditions that are made expressly applicable to Contractor, as a subrecipient of ARRA funds from DSHS, in the HHS standard terms and conditions, as well as terms and conditions that are necessary to assist DSHS in meeting the HHS standard terms and conditions applicable to DSHS.

The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed by HHS for awards funded under ARRA.

**1. HHS Standard Terms and Conditions.** HHS requires DSHS, as a recipient of ARRA funds and, as applicable, its subrecipient contractors to comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by ARRA program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by the following terms and conditions implementing the ARRA requirements. Terms and conditions found in the Notice of Grant Award (NOGA) issued by HHS to DSHS for the ARRA funds in this Contract are imposed on Contractor to the extent the terms and conditions apply to a subrecipient of the funds and are incorporated into this Contract by reference. Contractor may obtain a copy of any applicable NOGA from the Division Contract Management Unit assigned to the Program Attachment. Contractor shall comply with ARRA program statutes and regulations and HHS grant administration regulations and grants policy statements, as applicable to subrecipients, unless they are superseded by the terms and conditions in this Addendum.

**2. Preference for Quick Start Activities, Job Creation and Economic Benefit.** HHS requires that DSHS use grant funds in a manner that maximizes job creation and economic benefit. Contractor shall meet the activity, including deliverable, deadlines stated in this Contract and any deadlines established after the execution of this Contract unless the Parties agree otherwise in writing. Contractor shall submit reports and information on job creation and retention, and economic benefit as required by DSHS.

**3. Limit on Funds.** Contractor shall not use the ARRA funds under this Contract for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**4. ARRA: One-Time Funding.** Contractor acknowledges that, unless otherwise specified in the Program Attachment, ARRA funding to existent or new awardees, including Contractor, should be considered one-time funding.

**5. Civil Rights Obligations.** The ARRA has not modified DSHS's or Contractor's civil rights obligations that are referenced in the HHS' Grants Policy Statement, and these obligations remain a requirement of Federal law. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For more information and technical assistance, contact HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

**6. Disclosure of Fraud or Misconduct.** Contractor, as a sub-recipient of ARRA funds shall promptly refer to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**7. Responsibilities for Informing Sub-recipients.** HHS requires that DSHS separately identify to each sub-recipient, including Contractor, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. Contractor acknowledges that this information is included in the Program Attachment.

**8. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.**

(a) To maximize the transparency and accountability of ARRA funds as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements," as applicable, and OMB A-102 Common Rules provisions, HHS requires that DSHS maintain records that identify adequately the source and application of ARRA funds. Contractor shall maintain records that identify adequately the source and application of ARRA funds received under this Contract.

(b) Because DSHS is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," HHS requires that DSHS separately identify the expenditures for ARRA awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. DSHS must identify ARRA expenditures separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) HHS requires that DSHS separately identify to each sub-recipient, including Contractor, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds. If DSHS awards ARRA funds for an existing program, the information furnished to Contractor must distinguish the sub-awards of incremental ARRA funds from regular sub-awards under the existing program. Contractor acknowledges that this information is included in the Program Attachment.

(d) HHS requires that DSHS require its sub-recipients, including Contractor, to include on their SEFA information to specifically identify ARRA funding similar to the requirements for DSHS's SEFA described above. This information is needed to allow DSHS to properly monitor Contractor's expenditure of ARRA funds, and to permit oversight by HHS's, Office of Inspector General and the Government Accountability Office. Contractor agrees to include this information on its SEFA, if the Contractor is required to file an SEFA, or to submit this information in another format, if required by DSHS.

**9. Recipient Reporting and Registration Requirements under Section 1512 of the ARRA. This provision # 9 applies to Contractor unless the ARRA funds are for awards that are classified, awarded to individuals, or awarded under mandatory and entitlement programs, except as specifically required by OMB, or expressly exempted from the reporting requirement in the Recovery Act.**

(a) HHS requires that DSHS complete ARRA-funded projects or activities and to report on use of ARRA funds. Information from these reports will be made available to the public. The reports from DSHS are due no later than ten (10) calendar days after each calendar quarter in which DSHS receives ARRA funding.

(b) DSHS and its first-tier recipients, including Contractor, must maintain current registrations in the Central Contractor Registration (CCR) (<http://www.ccr.gov>) at all times during which they have active ARRA-funded awards. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the CCR. Contractor must be registered with the CCR before the effective date of this Contract and shall maintain registration throughout the term of this Contract.

(c) DSHS must report the information described in section 1512(c) of the ARRA using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). Contractor shall file written reports with DSHS using the format and content and meeting the deadlines determined by DSHS to meet federal and state requirements under Section 1512 of the ARRA for funds and matching funds, if any, that are dispersed under the ARRA.

**10. Whistleblower Provisions.** Contractor shall comply with the whistleblower provisions of Section 1553 of the ARRA, including posting notice of the rights and remedies provided under this section of ARRA.

**11. Executive Order RP 72 issued August 25, 2009, by Governor of the State of Texas.**

As required by Executive Order RP 72, Contractor certifies that ARRA funds will be used in accordance with state and federal laws. As required by the order, Contractor agrees to track all ARRA funds and their projected statuses separately from all other funds and to comply with ARRA Section 1512 and other federal and state reporting requirements.

Contractor is encouraged to post all ARRA-funded job openings on [WorkinTexas.com](http://WorkinTexas.com) and to distinguish ARRA-funded positions from positions funded through other sources of revenue.