



**2024 Notice of Funding Availability (NOFA) for Service Providers to Expand the Capacity of the City of Dallas’ South Dallas Drug Court through a Year 2 Grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) under the U.S. Department of Health and Human Services**

**Table of Contents**

<b>I. Introduction, Purpose, and Intent<sup>1</sup></b>	<b>3</b>
<b>II. Application Requirements</b>	<b>4</b>
<b>III. Application Instructions</b>	<b>4</b>
<b>IV. NOFA Process and Submittal Requirements</b>	<b>5</b>
<b>V. Application Timeline</b>	<b>6</b>
<b>VI. Specifications/Scope of Work</b>	<b>6</b>
<b>VII. Total Budget</b>	<b>7</b>
<b>VIII. Attachments and Exhibits</b>	<b>7</b>
<b>IX. Communication</b>	<b>7</b>
<b>X. Review Applications</b>	<b>8</b>
<b>XI. Evaluation Criterion</b>	<b>8</b>
<b>XII. Post-Award Performance Measures and Monthly Reports</b>	<b>9</b>
<b>XIII. Rejection of Applications</b>	<b>10</b>
<b>XIV. Withdrawn, Disqualified Applications</b>	<b>10</b>
<b>XV. Confidentiality &amp; Open Records Request</b>	<b>11</b>
<b>XVI. Award, Contract, and Commencement Date</b>	<b>11</b>
<b>XVII. Insurance Requirement</b>	<b>12</b>
<b>XVIII. Reimbursable Payments</b>	<b>12</b>
<b>XIX. Record Retention and Audit Requirements</b>	<b>13</b>

<sup>1</sup> **Headers.** The section headings in this NOFA are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms, or provisions.

<b>XX. Service Completion and Transition</b>	13
<b>XX. Closeout Procedures and Requirements</b>	13
<b>XXI. Permits Required by Law</b>	14
<b>XXII. Assignment of Awarded Contract</b>	14
<b>XXIII. Default by Applicant</b>	14
<b>XXIV. Termination</b>	15
<b>XXV. Interpretation</b>	15
<b>XXVI. Conflict of Interest</b>	15
<b>XXVII. Indemnity</b>	15
<b>XXVIII. Definitions</b>	16
<b>Attachments as Part of Applications</b>	<b>Reference</b>
A. Application Form	See Attachment
B. Organization Information	See Attachment
C. Board Information	See Attachment
D. Budget Worksheet	See Attachment
E. Organizational Chart/Structure (Entire Agency)	Attach
F. Organizational Chart/Structure (Divisions/Section/Level)	Attach
<b>Exhibits</b>	<b>Reference</b>
1. Insurance Requirements	See Exhibit 1
2. UEI (Unique Entity Identifier Number)	See Exhibit 2
3. Federal IRS Form 990 or 990-N (e-postcard)	See Exhibit 3
4. Sample Subrecipient Agreement (required upon award)	See Exhibit 4

## I. INTRODUCTION, PURPOSE, AND INTENT

The City of Dallas (City) is accepting applications from organizations providing qualifying programs and/or services to support the City's South Dallas Drug Court (SDDC), one of the specialized community courts serving individuals experiencing substance use disorder(s) with Class C misdemeanors.

The City of Dallas Community Courts Program provides innovative and restorative justice services designed to reduce recidivism, enhance quality of life, and improve community safety by addressing the underlying factors that contribute to criminal behavior. The community courts focus on rehabilitating and restoring participants through individualized assessments and wrap-around services and restoring communities.

SDDC's mission is to integrate legal and social services for the purpose of rehabilitation, reducing substance use, and improving community safety. The SDDC is an innovative, non-traditional court established in 2014 by the City to address the underlying causes of criminal behavior among individuals charged with Class C misdemeanors. The SDDC focuses on rehabilitation through structured, supervised treatment, rather than traditional punitive measures. It provides participants with access to mental health counseling, substance use disorder (SUD) treatment, and comprehensive wrap-around services, including housing assistance, employment services, and transportation to support long-term recovery, and successful reintegration into society.

The SDDC is a pre-adjudication court, allowing individuals who voluntarily plead guilty or no contest to engage in treatment that addresses their unique needs. The court team consists of a judge, prosecutor, defense attorney, court coordinator, outreach coordinator, and treatment providers.

Participants undergo an evidence-based assessment and complete an individualized treatment plan prior to entry into the program. Treatment is divided into phases, where participants begin with Phase I and gradually progress to Phase III as participants stabilize in their recovery. Treatment is designed to meet three key goals:

- *Reduce Recidivism*: By addressing the root causes of criminal behavior, the SDDC seeks to reduce repeat offenses.
- *Reduce Substance Use*: Through evidence-based treatment, the court helps participants manage and overcome SUD.
- *Rehabilitation*: The court provides a wide range of support services to help participants reintegrate into the community as productive members of society.

The SDDC exemplifies the City's commitment to restorative justice by offering participants alternatives to incarceration, fostering long-term recovery, and improving public safety through comprehensive, rehabilitative support.

The City is currently in Year 2 of a five-year project to expand SDDC's SUD treatment and recovery support services. On August 28, 2024, City Council authorized Resolution No. 24-1165, authorizing the City to accept the Grant to Expand Substance Use Disorder Treatment Capacity in Adult Treatment Drug Courts (Award Number: 5H79TI086241-02) from the Substance Abuse and Mental Health Services Administration (SAMHSA) under the U.S. Department of Health and Human Services (HHS). The grant is in the amount of \$379,294.00 for the period September 30, 2024, through September 29, 2025, and will be administered by the City to organizations to provide SUD treatment, personnel, and legal defense services.

All selected providers are considered sub-recipients of the City. Because the program's funds are federal dollars, all subrecipient (provider) activities funded through the program must comply with applicable federal and state laws and regulations (see Addendum of SAMHSA Terms and Conditions, which will also be included as an attachment to the subrecipient agreement (contract) between the City and each selected provider). As a condition of accepting federal funds through this program, selected providers must agree to adhere to all federal assistance compliance requirements, including the timely submission of financial and project performance reports. The selected providers must have a system to track and document all expenses claimed toward the grant.

## II. APPLICATION REQUIREMENTS

- A. **Eligible Applicants.** Eligible applicants include organizations, licensed healthcare providers, and legal professionals who have at least two years of experience delivering SUD, mental health services, or providing legal defense for justice system-involved individuals. Applicants must provide documentation of their qualifications, including all necessary licenses and certifications required under State of Texas law.
- B. **Application Submission Components.** Applicants must submit:
1. Completed Application Form
  2. Project Plan: A detailed description of how the proposed services will be delivered, including methodologies and service delivery goals, and how these services will meet the needs of the SDDC participants. This should also include a clear explanation of how the organization's services are tailored to support the SDDC's goals of reducing recidivism and supporting long-term recovery.
  3. Budget Proposal: Applicants must submit a detailed budget using the attached Budget Worksheet, ensuring that each line item is clearly explained and justified. A comprehensive budget aligned with SAMHSA guidelines, detailing how the funds will be allocated for both treatment or legal services. The budget narrative should cover:
    - a. Costs for SUD and mental health treatment services, if applicable.
    - b. Costs for legal defense services, if applicable.
    - c. Any necessary supplies, operational expenses, and staffing costs associated with the provision of these services.
    - d. In-kind resources or additional funding that will support or enhance the effectiveness of the project.
  4. Proof of Organizational Qualifications. Applicants shall submit the applicant's required qualification statement with supporting information as stated herein, along with all other supporting documentation requested with the application. This includes relevant certifications, licenses, and evidence of prior experience working with court-involved populations.
- C. **Alignment with SDDC's Mission.** Applications must clearly demonstrate the applicant's capacity to implement services in alignment with SDDC's mission. Strong applications will showcase innovative service delivery, culturally responsive care, and a track record of working with vulnerable or marginalized populations.

## III. APPLICATION INSTRUCTIONS

- A. **Application Deadline.** The deadline for the submission of applications is the close of business (5:00 pm CST) on December 13, 2024.
- B. **Submission.** Applications to provide services for the SDDC must be submitted electronically to michelle.buendia@dallas.gov. All submissions must meet all requirements specified in *Section II. Application Requirements* and include comprehensive documentation demonstrating the organization's qualifications, experience, and approach to delivering services that align with the SDDC's mission.
- C. **Budget.** The necessary funding for the entire delivery of services must be submitted with the application. The budget shall be prepared by the applicant's fiscal, budget, or grant staff, and signed by this individual. The itemized budget must include estimated costs (rounded to the nearest whole dollar) for salary and wages, fringe benefits, travel costs (tips or gratuities and purchase of alcohol are not reimbursable expenses), supplies, miscellaneous, and indirect costs. Also include proposed contractual services if applicable.
- D. **Insurance.** Prior to execution of the subrecipient agreement, the selected applicant shall furnish evidence of coverage with a company satisfactory to the City and authorized to do business in the State of Texas. Grant funds provided under the subrecipient agreement cannot be used to pay for the required insurance. An example of insurance requirements is attached, but will vary depending on the awarded program/service and

funding level.

- E. **Suspension/Debarment.** No applications will be accepted from applicant entities that have been suspended, debarred, or otherwise prohibited from participation in state or federal awards. The City will verify the status of the entity prior to an award and executing a subrecipient agreement.
- F. **Non-Discrimination.** The applicant will, in all solicitations or advertisements for personnel to perform services under the contract, state that all qualified applicants will receive consideration for employment without regard to race, religion, gender, or national origin.
- G. **Required Certification.** Applicants shall include the following certification as part of its application: “Under penalty of perjury, the undersigned certifies that one or more representatives of Applicant has read and understood its obligations as described in the Notice of Funding Availability for South Dallas Drug Court Mental Health and Substance Use Disorder Services for Year 2 of the City of Dallas’ Grant to Expand Substance Use Disorder Treatment Capacity in Adult Treatment Drug Courts from the Substance Abuse and Mental Health Services Administration under the U.S. Department of Health and Human Services, that any information submitted in conjunction with this application, including representations made regarding the Applicant’s administrative and programmatic resources and experience to effectively implement statutory, regulatory, and performance and fiscal monitoring and reporting requirements, is accurate and complete, and the Applicant is in compliance with the eligibility requirements described therein.”
- H. **Application Development Costs.** Neither the City, nor its representatives, shall be liable for any expenses incurred in connection with preparing a response to this NOFA. Applicants are encouraged to prepare their applications simply and economically, providing a straightforward and concise description of entity ability to meet the requirements of the NOFA.

#### **IV. NOFA PROCESS AND SUBMITTAL REQUIREMENTS**

The SDDC, a specialized treatment court within the City of Dallas Community Courts system, is seeking applications for the delivery of (i) SUD and mental health services to individuals referred by the court; or (ii) legal defense services to support participants through the court process. This NOFA is designed to engage providers who will contribute to the SDDC mission of rehabilitation and reintegration by offering evidence-based services.

- A. The applicant agrees to abide by the rules and regulations as prescribed herein.
- B. **Contractual Amount for Treatment Providers and Legal Services.** The City has allocated a total of \$150,795.00 for the provision of services under this NOFA, with \$121,657.00 allocated to SUD and mental health treatment services to court participants; and \$29,138.00 allocated to legal defense services to support participants throughout the court proceedings. These amounts are specifically allocated for Year 2 of the project and must be used exclusively for the delivery of the respective services. The City reserves the right to award funding to more than one provider. In the case of multiple awards, the total award for all treatment providers will not exceed \$121,657.00; and will not exceed \$50,000.00 for any single award.
- C. **Contract Term & Completion Schedule.** The contract term is one year, and there will be no extensions beyond this period. Providers must ensure that all service delivery goals are met within the contract timeframe and that the budget is fully utilized for the intended services. Every applicant should ensure that, in addition to its performance and fiscal obligations, it is reasonably able to fully expend the awarded grant funding no later than September 30, 2025.
- D. **Application Informational Meeting.** A pre-application meeting will be held on December 3, 2024, at 10:00 a.m. via Microsoft Teams to provide potential applicants with detailed information on the NOFA, program expectations, and submission requirements. To register for this meeting, please email [michelle.buendia@dallas.gov](mailto:michelle.buendia@dallas.gov). All interested parties are strongly encouraged to attend, as this will clarify key

aspects of the application process and offer an opportunity to address any questions.

- E. **Electronic Submission & Deadline.** All applications must be submitted electronically michelle.buendia@dallas.gov by December 13, 2024. Each submission must include all required materials. Incomplete or non-compliant applications will not be considered. Complete and submitted applications will be reviewed on an ongoing basis.

## V. APPLICATION TIMELINE

F. **Approximate Timeline.**

1. October 1, 2024 - Subaward Period of Performance Start Date
2. November 25, 2024 – Notice of Funding Availability issued.
3. December 3, 2024 – The City hosts a Pre-Application Meeting.
4. December 13, 2024 – Applications due to the City.
5. December 16, 2024 – Evaluation Committee meets to assess and rank applications. Successful applicants will be notified. The City Attorney’s Office will work to guide the application through the process of being a subrecipient.
6. December 23, 2024 – City authorization by Administrative Action of grant awards and subrecipient contract between the Subrecipient and the City.
7. January 1, 2024 – Commencement Date and performance period begins.
8. September 30, 2025 – Subaward Period of Performance End Date.
9. October 30, 2025 – Grant closeout period ends.

## VI. SPECIFICATIONS/SCOPE OF WORK

The City of Dallas Community Courts system seeks applications for two distinct but interconnected service areas that support the overall mission of SDDC. Applicants shall thoroughly familiarize themselves with the specifications below.

- A. **SUD and Mental Health Treatment Services.** Applicants are invited to propose services for one or more levels of care based on the American Society of Addiction Medicine (ASAM) Criteria. While applicants may focus on a specific area of treatment, those offering a full continuum of care may be eligible for additional funding consideration. The continuum of care should address the complex and varying needs of individuals’ SUD and ensure that they receive the appropriate level of care based on any diagnosis and risk factors. The City is open to applications from applicants who focus on one level of care, multiple levels, or the full continuum, ensuring that a wide range of participant needs can be met through this solicitation.

1. Services may include, but are not limited to, the following levels of care:
  - a. *Level 1:* Outpatient Treatment Services for individuals with less severe substance use issues who require ongoing monitoring and support.
  - b. *Level 2:* Intensive Outpatient/High-Intensity Outpatient Treatment Services for individuals who need more structured support, including frequent counseling and group therapy.
  - c. *Level 3:* Residential or Inpatient Treatment Services for individuals who require around-the-clock care and monitoring.
  - d. *Level 4:* Medically Managed Intensive Inpatient Treatment Services for individuals with complex medical needs, delivered in a hospital setting under direct medical supervision.
2. Successful providers must:
  - a. Develop individualized treatment plans based on comprehensive assessments.
  - b. Offer peer recovery support, case management, and random drug testing to ensure program compliance and monitor participant progress.

- c. Collaborate with the SDDC by participating in weekly court staffing meetings and providing regular updates on each participant's progress, challenges, and needs.

- B. **Legal Defense Services.** The defense attorney plays a crucial role in ensuring that participants' rights are protected, while supporting their progress through the SDDC's rehabilitative program. Responsibilities include:
1. Representing participants during court appearances and ensuring that their legal needs are met.
  2. Collaborating with the treatment team to advocate for the best possible outcomes for participants.
  3. Attending weekly court staffing meetings to provide updates on participants' legal matters.

**The City reserves the right to award one or multiple applicants to best meet the needs of this NOFA.**

## VII. TOTAL BUDGET

**Budget.** Applicants must provide a detailed budget with itemized costs necessary to meet the specifications as outlined in Section VI: Scope of Work.

**Reimbursements.** City funds are available exclusively as reimbursement rather than advance payments, and only for actual costs incurred as specified in the approved budget and only for the duration of the contractual period. Costs not included or calculated in the applicable unit prices as-proposed, will not be paid by the City, regardless of the intentions of the applicant when the application was submitted and regardless of whether those costs were actually incurred.

## VIII. ATTACHMENTS AND EXHIBITS

- A. **Attachments.** Applicants must submit the following attachments with their application.
1. Application Form
  2. Organization Information
  3. Board Information
  4. Budget Worksheet
  5. Organizational Chart/Structure (Entire Agency)
  6. Organizational Chart/Structure (Divisions/Section/Level)
  7. Confirmation of "Active" status on Sam.gov
  8. Unique Entity Identifier Number-Required (UEI)
  9. Federal IRS Form 990 or 990-N for nonprofit verification
- B. **Exhibits (for reference)**
1. Insurance Requirements (Required upon award)
  2. Sample Subrecipient Agreement (Required upon award)
  3. Scoring Summary (Template for your reference)

## IX. COMMUNICATION

All communications regarding this NOFA must be submitted in writing via [michelle.buendia@dallas.gov](mailto:michelle.buendia@dallas.gov). Questions about any part of the NOFA, including any discovered errors, omissions, or ambiguities, must be submitted electronically to [michelle.buendia@dallas.gov](mailto:michelle.buendia@dallas.gov).

## X. REVIEW APPLICATIONS

- A. **Application Selection.** The City will review and evaluate the applications submitted to determine if submitted applications demonstrate the required experience and qualifications to fulfill the obligations of the services identified in this NOFA.
- B. **Additional Information.** The City reserves the right to engage in discussions or conduct interviews with applicants whose applications meet the evaluation criteria and are deemed reasonably viable for a contract. These discussions, which may be conducted verbally or in writing, are intended to clarify or refine applications to ensure alignment with the City’s objectives for treatment or legal services. The City reserves the right to conduct oral presentations, demonstrations, or site visits before making a final selection.
- C. **Independent Research.** Please be aware that the City may use sources of information not supplied by the applicant concerning the abilities to perform the required work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications; or from non-published sources made available to the City. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the application. The City may also seek clarification from the references about any financial and experience issues.

## XI. EVALUATION CRITERION

All completed applications will be evaluated based on a 100-point scale across five main categories: Qualifications & Experience, Approach, Budget, Local Involvement, and Collaboration & Community Engagement. Each application will be reviewed by a panel of evaluators according to the scoring criteria. Maximum points in each category are noted.

Evaluation Criteria Weighting	
Qualifications & Experience (Section 1)	30
Approach: Service Delivery & Quality Assurance (Section 2)	25
Budget (Section 3)	25
Local Involvement (Section 4)	10
Collaboration & Community Engagement (Section 5)	10
<b>Total</b>	<b>100</b>

Scores are calculated as the percentage of points attained out of the total points possible for each project. Projects scoring less than 50% of possible points are unlikely to be awarded a contract. In all cases, maximum points are awarded for exceeding, rather than meeting, the threshold requirements for the category. By applying in response to this NOFA, applicants agree to the evaluation process as outlined and acknowledge that the City will determine the most qualified organization(s) based on the merits of each response.

- A. **Qualifications & Experience (Section 1) – 30 points.** This criterion includes:
  - 1. *Relevant Experience* (0-15 points): Demonstrated experience in providing services similar to those required by SDDC or similar populations.
  - 2. *Licenses and Certifications* (0-10 points): Required licenses and certifications, such as those related to substance abuse treatment or mental health services.
  - 3. *References* (5 points): Provide three references from previous clients or projects, preferably related to similar services or community court settings.



- B. **Approach: Service Delivery & Quality Assurance (Section 2) – 25 points.** Applicants shall present an overall description and understanding of the project and the general approach taken in responding to this NOFA. This criteria includes:
1. *Service Delivery Plan* (0-10 points): Detailed plan for delivering the required services, including methodologies, timelines, and integration with SDDC’s existing processes.
  2. *Quality Assurance Processes* (0-10 points): Description of the quality assurance processes used to ensure service effectiveness and participant satisfaction, including any metrics or performance measures.
  3. *Adaptability and Flexibility* (5 points): Demonstrated ability to adapt services based on client feedback and changing needs of SDDC.
- C. **Budget (Section 3) – 25 points.** The budget should outline the budget plan that supports the program services, identify the budget item, briefly describe the item, and identify the corresponding amount for the item. The budget should reflect a 1-year contract term and estimate the number of clients served. Applicants should use the attached Budget Worksheet. This criterion includes:
1. *Cost Competitiveness* (0-20 points): Evaluation of proposed costs relative to the budget compared with other applications. Lower costs with high value will receive higher points.
  2. *Cost Justification* (5 points): Clear justification for proposed costs, including breakdown of services and any additional expenses.
- D. **Local Involvement (Section 4) – 10 points.** Applicants shall present an overall description and understanding of local community involvement. This criterion includes:
1. *Local Presence* (5 points): Physical presence or office in Dallas, Texas or for being based in the local area.
  2. *Local Workforce* (5 points): Employing Dallas, Texas residents or demonstrating a commitment to local hiring practices.
- E. **Collaboration and Community Engagement (Section 5) – 10 points.** Applicants are encouraged to identify any free resources, in-kind contributions, and community outreach projects that will support the project and serve as leveraged resources.

<b>XII. POST-AWARD PERFORMANCE MEASURES AND MONTHLY REPORTS</b>
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- A. **Performance Measures.** The City will evaluate providers based on the following criteria:
1. Quantitative:
    - a. The number of participants served.
    - b. Progress made toward treatment goals (if applicable).
    - c. Progress made toward legal services (if applicable).
    - d. Compliance with court and program requirements.
    - e. Timeliness and accuracy of monthly invoicing.
    - f. Client satisfaction with the services provided.
    - g. The provider’s impact in assisting SDDC in fulfilling grant requirements and mission.
  2. Qualitative:
    - a. Progress in addressing quality care of underserved populations.
    - b. Barriers encountered, including challenges serving populations of focus.
    - c. Efforts to overcome these barriers.
    - d. Evaluation activities for tracking efforts.
- B. **Monthly Reports.** Providers will be required to submit monthly reports detailing program activities and documented expenses. Only eligible expenses included in the monthly report will be reimbursed, with payments contingent upon compliance with contract terms.

### **XIII. REJECTION OF APPLICATIONS**

This NOFA does not guarantee the awarding of a contract. The City retains the right to reject any or all applications, disregard any minor technicalities or irregularities, and accept the application(s) that it deems most advantageous to its interests. Please note that the City bears no responsibility for any costs incurred by any company responding to this NOFA. Based on the required risk assessment pursuant to 2 CFR 205-206, the City shall assess an applicant's ability to meet all the grant requirements as defined in the NOFA and the subrecipient agreement.

1. The City possesses the sole authority to determine the responsiveness of any submitted application.
2. The City reserves the right to reject any or all applications, regardless of apparent merit due to funding limitations, insufficient application quality, or any other factors deemed appropriate by the City Attorney in his/her sole discretion, including but not limited to a lack of transparency, objectivity, integrity among the evaluation panel, or the outcome of the risk assessment.
3. The following may be cause for the City to reject an applicant, as determined by the City Attorney in his/her sole discretion:
  - a. Submission of an application that is not signed by an individual empowered to bind the applicant (e.g., President, Chief Executive Officer, Chief Administrator).
  - b. Evidence of a conflict of interest.
  - c. Evidence of an unfair competitive advantage.
  - d. Evidence of collusion among two or more applicants and/or a member of the evaluation panel.
  - e. Applications received from an applicant when its principals are currently disbarred or suspended by federal, state, or city governmental agencies.
  - f. Poor performance of an applicant in execution of work or default under a previous City contract.
  - g. Evidence of failure to pay subcontractors, suppliers, or employees in accordance with previous City contract requirements.
  - h. Applications containing omissions, alterations of form, additions, qualifications, conditions not called for by the City, or incomplete applications.
  - i. Failure to negotiate in good faith and execute, in a timely manner, necessary subrecipient agreement or other documents, after award.
  - j. Failure of an applicant to demonstrate its experience with a project of similar size, scope, and complexity or provide similar services within or outside the service area.
  - k. Evidence of an applicant's lack of sufficient resources, workforce, resources, equipment, or supervision.
  - l. Incomplete or non-compliant submissions.
4. The City may waive minor irregularities or discrepancies in any application, based on its sole judgment of benefit to the City. Note that late applications will not be considered for award.

### **XIV. WITHDRAWN, DISQUALIFIED APPLICATIONS**

- A. **Withdrawn Applications.** Applicants may withdraw their submissions electronically via email michelle.buendia@dallas.gov prior to the deadline. Withdrawn applications can be resubmitted if done before the submission deadline.
- B. **Disqualified Applications.** Applicants may be disqualified for, but not limited to, the following reasons:
  1. Reason to believe collusion exists among the applicants.
  2. The applicant is involved in any litigation against the City.
  3. The applicant is in arrears on an existing contract or has failed to perform satisfactorily on any previous agreement or contract with the City.
  4. The applicant failed to perform satisfactorily on similar contracts with other entities.
  5. The applicant is in default to the City, or other taxing entities, for delinquent taxes or assessments or on any debt.

## XV. CONFIDENTIALITY & OPEN RECORDS REQUEST

- A. **Confidential Information.** Applications submitted in response to this NOFA may contain information that the applicant deems confidential, proprietary, or constituting a trade secret. It is the responsibility of the applicant to clearly mark and identify all such portions of the application. Any sections of the application marked as confidential must be marked as “Confidential” or “Trade Secret” at the appropriate places within the application.
- B. **Texas Open Records Act.** All applications are subject to the Texas Open Records Act (Texas Government Code, Chapter 552) (the Act). While the City will make efforts to respect any confidentiality requests, the City cannot guarantee that it will not be compelled to disclose all or part of any public record in compliance with the Act. If a request is made under the Act to inspect information marked as confidential, the applicant will be notified and may be required to provide sufficient, written justification for its confidentiality to the Texas Attorney General’s Office.

## XVI. AWARD, CONTRACT, AND COMMENCEMENT DATE

- e. **Award.** Any award of funding will be to the organization whose application is determined to be the most advantageous to the City, based on the evaluation criteria. The City reserves the right to award funding based on initial applications without further discussion or clarifications. As such, applicants are encouraged to submit their most competitive terms and thorough applications in the initial submission. The City reserves the right to award funding to one or more providers.
- f. **Contract(s).** Upon selection of a successful applicant, the City and the applicant will negotiate a final contract, based on the terms outlined in this NOFA. The City will require the selected applicant to execute the required contract documents. The contract with the applicant will be prepared by the City Attorney's Office and may contain such other provisions as are deemed necessary to protect the interests of the City. The final contract is subject to City Attorney’s Office approval.
1. A sample contract is attached for your reference. Applicants are obligated to clearly identify and object to any provision in the sample contract that they are unwilling to accept within their application.
  2. By applying, the applicant agrees to be bound by these terms and conditions, unless otherwise noted in the application.
  3. If either the applicant or the City is prevented from completing its obligations under the contract by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the applicant or City, then the applicant or City shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
4. **Negotiation(s).** Contract negotiations will commence with the selected applicant(s) to finalize terms and conditions related to service delivery. After executing the contract, no consideration will be given to any claim of misunderstanding. The City reserves the right to enter into contract negotiations with one or more finalists and may waive minor irregularities at its discretion.
5. **Council Approval:** Awarding of contracts may be subject to City Council approval and funding availability.
6. **Commencement Date.** Once a contract is finalized, services are expected to begin upon award of the contract. The City’s intent is to award this solicitation in its entirety, but the City reserves the right to award in the method that is most advantageous to the City.

## **XVII. INSURANCE REQUIREMENT**

The successful applicant will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Exhibit 1, and agree to the indemnification agreement therein and required performance and payment bond.

## **XVIII. REIMBURSABLE PAYMENTS**

- A. **Reimbursement Requirements.** City funds under the NOFA are available exclusively as reimbursement rather than advance payments, and only actual costs incurred as specified in the approved budget and only for the duration of the contractual period. Applicants may seek reimbursement from the City only for allowable program activities that directly support the provision of legal defense services or treatment services. Additionally, all work described in the provider's invoice must have been delivered in compliance with the terms of the contract.
- B. **Request for Reimbursement.** Each request submitted for payment shall include, at a minimum, the following information on the company letterhead:
1. Grant Identification
  2. Contract Identification
  3. Date of order or service
  4. Location of services provided
  5. Itemized description of each service, including identification of the service recipient (depending on type of service, additional supporting documents may be requested)
  6. Price of goods or services (charges for all services covered by this contract are to be separately stated and explained)
  7. Total cost of goods or services
- C. **Allowable Costs.**
1. A cost is allowable if the following apply:
    - a. It is necessary and reasonable for award performance.
    - b. It complies with any limitations or exclusions in the cost principles or the federal award about types or amounts of cost items.
    - c. It is consistent with policies and procedures across all recipient activities, regardless of source of funding.
    - d. It is consistent across all activities in identifying direct and indirect costs.
    - e. It follows generally accepted accounting principles (GAAP). See 45 CFR § 75.403(e) for exceptions.
    - f. It is not used for cost-sharing requirements of another federally financed program, unless specifically allowed by law.
    - g. Provider maintains the required documentation.
  2. Any costs not consistent with the funding opportunity, 45 CFR § 75, and the HHS Grants Policy Statement, are not allowable under this award.
- D. **Timing of Invoicing & Payment.** Requests for reimbursement shall be submitted monthly to the City for payment through email at [michelle.buendia@dallas.gov](mailto:michelle.buendia@dallas.gov). The City's goal is to reimburse payments within 30 days of submission. To do so, the provider's request must be complete and accurate. The 30-day period begins when the City has received a completed request.
- E. **Deficiencies & Corrections.** Submitting requests for reimbursements without the above information may cause delays in payment processing. If the City receives a request for reimbursement that is incorrect or not reflective of services delivered, the City will request a corrected request for reimbursement and the 30 day period will begin once the corrected request for reimbursement has been received by the City. Providers who

fail to follow this procedure risk having the contract with the City cancelled.

## **XIX. RECORD RETENTION AND AUDIT REQUIREMENTS**

The applicant shall keep accurate records of all components of invoices to the City, including but not limited to, times and payroll receipts for hourly personnel utilized by any awarded contract. These records shall be retained for a minimum of five years after the conclusion of the contract. The City reserves the right to audit any records it deems necessary for the execution of any awarded contract.

The City is subject to Single Audits and Audited Financial Statements. The applicant agrees to comply with all audit requirements and stipulations of the City. In the event of an audit, the applicant shall ensure the timely provision of all necessary documentation and records to support compliance with the audit process. This includes any data, reports, or other materials requested by the City or its auditing agencies.

Applicants that expend \$750,000 or more in federal awards during the fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.501. Guidance on determining federal awards expended is provided in 45 CFR §75.502. Recipients are responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period.

## **XX. SERVICE COMPLETION AND TRANSITION**

- A. **Service Completion.** All services under the contract must be completed by the contract's expiration date of September 29, 2025. To ensure continuity of care, providers with active clients nearing the end of the contract period must submit a transition plan. This plan should address:
1. Steps to maintain uninterrupted services for active clients
  2. Any necessary referrals or arrangements with alternative providers
  3. Detailed timeline and protocols for service hand-offs, if applicable
- B. **Transition Plan.** The transition plan should be submitted to the City for review at least 30 days before the contract expiration on September 30, 2025. This will ensure a seamless transition and continued support for court participants, aligning with the City's commitment to service consistency.
- C. **Ownership & Retention.** The City has the right to retain planning and implementation materials and reports associated with this contract to assist with transition to future providers. All creative concepts, including Dallas specific logos, brands, scripts, storyboards, drawings, or design work, and all written information and other materials prepared for the execution of the contract, shall become the property of the City. These materials may not be used by any other municipality or entity without the express, written consent of the City.

## **XXI. CLOSEOUT PROCEDURES AND REQUIREMENTS**

Providers will be required to complete closeout procedures. The City will review all closeout documents and may request additional information as necessary to complete the closeout process. Failure to comply with these requirements may affect the release of final payments or future contract opportunities with the City. The Section Chief of the Community Courts Section in the City Attorney's Office will collaborate with the providers to complete the following steps prior to the end of the contract year:

1. **Final Report.** Submit a comprehensive final report detailing final court participant data and status updates for court participants served under the contract, and any remaining active court participant needs and the status of transition plans for ongoing care.

2. **Financial Reconciliation.** Submit a final itemized invoice for all services rendered under the contract, including a reconciliation of funds received and expenditures, noting any outstanding amounts or credits due. Ensure all expenses align with approved budget categories and provide documentation for any final adjustments.
3. **Return of Materials.** Transfer any City-owned property, materials, or court participant records back to the City, or a designated entity, as directed in the contract. Ensure that all confidential court participant information is securely transferred or disposed of according to City requirements.
4. **Program Evaluation.** Complete a final program evaluation, including court participant feedback, success stories, and any identified areas for improvement; and provide metrics or data demonstrating the impact of services on court participant outcomes, per the performance measures established in the contract.

## **XXII. PERMITS REQUIRED BY LAW**

The applicant shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of an awarded contract.

## **XXIII. ASSIGNMENT OF AWARDED CONTRACT**

The applicant shall not assign, transfer, sublet, convey, or otherwise dispose of the awarded contract of any part therein or its right, title, or interest therein or its power to execute the same to any other persons, firm, partnership, company, or corporation without the prior, written consent of the City. Should the applicant assign, transfer, sublet, convey, or otherwise dispose of its right, title or interest, or any part thereof in violation of this section, the City may, at its discretion, cancel the contract and all rights, title, and interest of the applicant shall therein cease and terminate, and the applicant shall be declared in default.

## **XXIV. DEFAULT BY APPLICANT**

- A. **Default.** In the event a default occurs, the City Attorney's Office shall give the applicant written notice of the default. If the default is not corrected to the satisfaction and approval of the City within the time specified in such notice, the City may immediately cancel the contract.
- B. **Events of Default.** The following are events of default by an applicant under an awarded contract:
  1. Applicant becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
  2. Applicant attempts to assign the contract without the prior written consent of the City;
  3. Applicant shall fail to perform, keep, or observe any term, provision, or covenant of the contract; or
  4. Applicant fails to properly and timely pay applicant personnel, suppliers, or other contractors, and the failure impacts the City or its facility(ies) in any manner.
- C. **Effect.** The applicant shall vacate the facility(ies), if applicable, and shall have no right to further operate under the contract. The applicant, in accepting the contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the contract.
- D. **No Waiver:** No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

## **XXV. TERMINATION**

The City may terminate the awarded contract, in whole or in part, at its sole discretion, without cause, by giving thirty (30) days prior, written notice to applicant. In the event of such termination, the City shall compensate applicants for all costs and expenses reasonably incurred by the applicant in good faith for the performance of the contract up to the effective date of the termination notice.

## **XXVI. INTERPRETATION**

Should any question arise as to the proper interpretation of the terms and conditions, the decision of the City Attorney, or his authorized representative, shall be final.

## **XXVII. CONFLICT OF INTEREST**

### **CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED**

1. No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.
2. The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.
3. The prohibitions of this section shall not apply to the participation by city employees in federally funded housing programs, to the extent permitted by applicable federal or state law.
4. This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.
5. This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.
6. (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9).

## **XXVIII. INDEMNITY**

The selected applicant agrees to defend, indemnify and hold the City, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage, or other harm that recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected applicant's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected applicant, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence for fault of the selected applicant and the City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without

waiving any governmental immunity available to the City under state of Texas law and without waiving any defenses of the parties under state of Texas law. The provisions of this paragraph are solely for the benefit of the selected applicant and City and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## XXIV. DEFINITIONS

For the purposes of this NOFA, the following underlined terms shall be defined as:

**Agreement:** The written document between the City of Dallas and a service provider, which contains the terms and conditions of the services that includes a written statement of work, or the specifications including special provisions and the Application.

**Applicant:** Non-profit organizations applying in response to this NOFA.

**Application:** The written request duly submitted to the City of Dallas by an organization to perform a contract for work described in the NOFA specifications at a specified price.

**Authorized Individual:** Person appointed by the Organization who can legally sign documents binding the Organization.

**CFR:** Code of Federal Regulations

**City:** The City of Dallas, Texas, a municipal corporation in Dallas County, Texas, acting by and through (a) its governing body, or (b) its City Manager, each of whom is required by law to perform specific duties. Responsibility for final enforcement of contracts involving the City of Dallas is by authority vested in the City Manager.

**City Attorney:** Department established to act on legal transactions and proceedings on behalf of the city of Dallas.

**City Manager:** The City Manager of the City of Dallas, Texas, or his/her duly authorized designees.

**Contract:** See "Agreement" above.

**Department:** An administrative division within the City of Dallas.

**Non-Responsive:** An organization whose application does not contain all of the required information stated in this NOFA.

**Organization:** The organization that submits a written Application for consideration to perform the work described in the NOFA.

**Program:** The program as described above in Section I that fulfills the purpose described below in Section III.

**Responsive:** An organization whose application contains all the required information stated in this NOFA.

**SAM:** System for Award Management is the official federal government procurement system for the United States. Any organization receiving an award of funds shall be registered in SAM. To register, access the SAM website at SAM.gov or contact the SAM Federal Customer Service Desk at 866-606-8220. SAM registration is active for only one year and shall be updated annually.

**Subrecipient:** A subaward is for the purpose of carrying out a portion of the City of Dallas' Federal award and creates a Federal financial assistance relationship with a subrecipient. See the definition of Subaward in § 200.1. Characteristics that support the classification of the entity as a subrecipient include, but are not limited to, when



the entity:

- (1) Determines who is eligible to receive what Federal assistance.
- (2) Has its performance measured in relation to whether the objectives of a Federal Program were met.
- (3) Has responsibility for programmatic decision-making.
- (4) Is responsible for adherence to applicable Federal Program requirements specified in the Federal award; and
- (5) Implements a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

**UEI Number:** Unique Entity Identifier. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number (Data Universal Numbering System) to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID. Existing registered entities can find their Unique Entity ID by following the steps in SAM.gov. New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

**CITY OF DALLAS  
FEDERAL AWARD ADDENDUM FOR  
SOUTH DALLAS TREATMENT DRUG COURT  
SUBRECIPIENT AGREEMENT**

**U.S. Department of Health and Human Services (HHS)  
Substance Abuse and Mental Health Services Administration (SAMHSA)**

Section 509 of the Public Health Service Act, as amended, codified at 42 USC 290bb-2 (“PHSA”), authorized the Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services (“HHS”) to award grants to certain recipients for drug treatment services. The underlying Subrecipient Agreement (the “Agreement”) uses federal assistance provided to the City of Dallas, recipient of a federal award, from HHS pursuant to the PHSA.

The Subrecipient hereby agrees, as a condition to receiving payment of federal funds under the Agreement, to the terms attached hereto.

**1. Description of Federal Award.**

A. The City of Dallas was awarded a grant by the Substance Abuse and Mental Health Services Administration (“SAMHSA”) of HHS for expansion of substance use disorder (“SUD”) treatment and recovery support services in the existing South Dallas Drug Court for a five-year period of September 30, 2023, through September 29, 2028, as authorized by the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Final Rule set forth in 31 CFR part 35, as amended, and 2 CFR part 200, as amended. The requirements of the SAMHSA grant apply to the Agreement and are incorporated as if set forth verbatim herein.

B. Upon request, Subrecipient shall maintain documentation that demonstrates compliance with this Addendum. Such documentation shall be made available to City or SAMHSA for review.

C. Subrecipient’s breach of this Addendum may be grounds for termination of this Agreement and for debarment from future award participation.

**2. Acknowledgment of Federal Funding**

Subrecipient must acknowledge that the Agreement is funded through federal funds when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with the SAMHSA grant. Subrecipient is required to state (a) the percentage and dollar amounts of the total program or project costs financed with the SAMHSA grant and (b) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**3. Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq. (“ADA”), prohibits discrimination based on age in any program or activity receiving Federal financial assistance. Subrecipient shall comply with all requirements of the ADA and its implementing regulations (codified at 45 CFR part 91).

**4. Confidentiality of Patient/Client Records**

Section 543 of the Public Health Service Act, 42 U.S.C. 290dd-2 (“PHSA”), requires that records of SUD patients be kept confidential except under specified circumstances and purposes. The covered records are

those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. Subrecipient shall comply with all requirements of the PHSA and its implementing regulations (codified at 42 CFR part 2).

## **5. Controlled Substances**

Subrecipients are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the Grants Management Officer (“GMO”) that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/subrecipients must ensure that the Drug Enforcement Administration (“DEA”) requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

## **6. Education Amendments of 1972**

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Subrecipient shall comply with all requirements of Title IX and its implementing regulations (codified at 45 CFR part 86).

## **7. Hatch Act**

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. Subrecipient shall comply with all requirements of the Hatch Act and its implementing regulations.

## **8. Limited English Proficiency**

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at <http://www.hhs.gov/ocr/lep/reviselep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency. Subrecipient shall comply with all requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulations.

## **9. Rehabilitation Act of 1973**

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. Subrecipient shall comply with all requirements of the Rehabilitation Act of 1973 and its implementing regulations (codified at 45 CFR parts 84 and 85).

## **10. Resource Conservation and Recovery Act**

Under Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. Subrecipient shall comply with all applicable requirements of the RCRA and its implementing regulations (codified 40 CFR parts 247–254).

## **11. Restriction on Distribution of Sterile Needles/Needle Exchange**

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug. Subrecipient shall comply with this requirement of HHS.

## **12. USA PATRIOT Act**

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA PATRIOT Act”) amends 18 U.S.C. 175– 175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is identified as a “select agent” pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act, 42 U.S.C. 201, and its implementing regulations, 42 CFR part 73, Select Agents and Toxins. Subrecipient shall comply with all requirements of the USA PATRIOT Act and its implementing regulations.

## **13. Termination for Cause and Convenience, 2 CFR part 200, Appendix II, Subsection B**

A. Pursuant to Appendix II to 2 CFR part 200, subsection (B), the City may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under the Agreement, terminate further performance under the Agreement in whole or in part for failure to appropriate funds, cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Subrecipient, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City shall compensate Subrecipient in accordance with the terms of this Agreement for Agreement work, services, or goods properly performed or delivered prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Subrecipient shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate. Within 15 days of termination by City, Subrecipient shall refund to City a prorated refund of any pre-paid fees related to the remainder of the term.

B. If the Agreement contains a Termination for Cause and Convenience clause conflicting with this section, the Agreement's Termination for Cause and Convenience clause shall control.

**14. Debarment and Suspension 2 CFR part 200, Appendix II, Subsection H**

A. This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Subrecipient is required to verify that none of Subrecipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

B. The Subrecipient shall comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. Subrecipient certifies that it is not excluded or disqualified from doing business with the Federal Government. This certification is a material representation of fact relied upon by the City of Dallas. If it is later determined that the Subrecipient did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**15. Minority and Women Business Enterprises 2 CFR § 200.321**

Subrecipient agrees, pursuant to 2 CFR § 200.321, to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

A. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

B. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

C. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

D. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses;

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

F. If any subcontractors are to be let, requiring the prime Subrecipient to take the affirmative steps in A through E above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. The City of Dallas maintains an online directory of W/MBE businesses, which can be accessed through: <https://dallascityhall.com/departments/procurement/Pages/partners.aspx>.

**16. Access to Records 2 CFR § 200.337**

A. Subrecipient agrees, pursuant to 2 C.F.R. § 200.337, to provide the City, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives the right of access to any books, documents, papers, and other records of the Subrecipient which are pertinent to the Federal award for the purposes of making audits, examinations, excerpts, and transcripts. The right of access includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcripts as reasonably needed, and agrees to cooperate with all such requests.

B. Subrecipient agrees to provide the awarding agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

C. No language in this Agreement is intended to prohibit audits or internal reviews by the awarding agency or the Comptroller General of the United States.

**17. Records Retention (applies to all services/purchases) 2 CFR § 200.334**

Pursuant to 2 CFR § 200.334, Subrecipient shall retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

A. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

B. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

C. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

D. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

E. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

F. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year

retention period for its supporting records starts from the date of such submission. (2) ***If not submitted for negotiation.*** If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**18. Procurement of Recovered Materials (applies if services/purchases involve the use of materials) 2 CFR § 200.323**

Pursuant to 2 CFR § 200.323, if applicable, in the performance of this Agreement, Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Subrecipient shall procure only items designated in the EPA guidelines at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**19. Domestic Preference for Procurements 2 CFR § 200.322**

As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**20. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.





# APPLICATION FORM – South Dallas Drug Court SAMHSA Grant

## Table of Contents

A	Instructions	1
B	Organizational Information	1
C	Required Documents	1
D	Organizational Capacity Evaluation	2
E	Historic Narrative	2
F	Program Work Plan and Activities	3
G	Program Evaluation	3
H	Budget and Budget Narrative	3

**A. Instructions.** This form is intended for Applicants who are applying to serve as a subrecipient to provide treatment or legal defense services to participants enrolled in the South Dallas Drug Court Program. Applicants should review the Notice of Funding Availability (NOFA) to understand the required scope and services sought and for information on all required documents and submission.

### B. Organization Information.

Organization Name	Click or tap here to enter text.
Organization Website	Click or tap here to enter text.
	<b>Application Contact</b>
Name	Click or tap here to enter text.
Email Address	Click or tap here to enter text.
Phone Number	Click or tap here to enter text.
	<b>Secondary Contact</b>
Name	Click or tap here to enter text.
Email Address	Click or tap here to enter text.
Phone Number	Click or tap here to enter text.
Organizational Mission	Click or tap here to enter text.

### C. Required Documents

Attachment 2 – Organization Information	<input type="checkbox"/>
Attachment 3 – Board Information	<input type="checkbox"/>
Attachment 4 – Budget Worksheet	<input type="checkbox"/>
Organization Chart/Structure (Entire Agency) <sup>1</sup>	<input type="checkbox"/>
Organization Chart/Structure (Division/Section)	<input type="checkbox"/>
Confirmation of “Active” status on Sam.gov	<input type="checkbox"/>
Unique Entity Identifier Number-Required (UEI)	<input type="checkbox"/>
Federal IRS Form 990 or 990-N for nonprofit verification	<input type="checkbox"/>

<sup>1</sup> Attach an agency-level organizational chart for your entire agency (if large or administering in multiple sites and locations) and a more detailed chart for program-level administration. For some agencies, a single chart may be sufficient. The organizational chart(s) document(s) should only list titles/functions and need not include individual staff names.

**D. Organizational Capacity Evaluation.** Provide the following information:

1. Staff that are responsible for administering program and their qualifications.  
Click or tap here to enter text.
2. How the organization or staff is uniquely qualified to provide the services.  
Click or tap here to enter text.
3. Plan to fill any positions that need to be filled to administer programming.  
Click or tap here to enter text.
4. Whether there are any state and/or local licenses required for the agency and/or staff to operate.  
Click or tap here to enter text.
5. What training is required of and/or offered to the staff members providing services.  
Click or tap here to enter text.
6. How the staff and leadership of the organization reflect the population being served.  
Click or tap here to enter text.
7. Information that supports the organization's fiscal capacity to administer the program.  
Click or tap here to enter text.
8. Does the organization meet the requirements set forth in the NOFA?  
Click or tap here to enter text.

*Application Evaluation Considerations* – Does the organization have the professional capacity to undertake and support the program services outlined in the application? Does the organization have experience working with the population they intend to serve? Does the organization demonstrate that its staff and leadership reflect the population they intend to serve? Does the organization have the required financial documentation and does that documentation support that the agency has the fiscal capacity to administer the program?

**E. Historic Narrative.** Provide the following information.

1. History and purpose of organization, including number of years in service.  
Click or tap here to enter text.
2. Past participation with the City on past or present City contracts. Provide information about any contracts the organization has had with the City in the last 5 years. Did the organization meet, not mee, or exceed performance targets?  
Click or tap here to enter text.
3. List of past 5 years-worth of contracts with the City  
Click or tap here to enter text.
4. Demographic information on past and current client population.  
Click or tap here to enter text.
5. Experience working with the population to be served.  
Click or tap here to enter text.

*Application Evaluation Considerations* – Does the organization demonstrate a track record sufficient to undertake and support the program? Does the organization have experience working with the population they intend to serve? Does the organization's prior performance on City contracts demonstrate that the

organization is likely to be successful? Does the organization articulate the necessary collaborations and partners necessary for successful program implementation?

**F. Program Work Plan and Activities.** Provide the following information.

1. Provide a narrative of the program Work Plan.  
Click or tap here to enter text.
2. What are the program activities?  
Click or tap here to enter text.
3. What services will be delivered and how do they align with the services sought in the NOFA?  
Click or tap here to enter text.
4. How will the organization reach the target population?  
Click or tap here to enter text.
5. Timeline for program implementation.  
Click or tap here to enter text.
6. Marketing and/or outreach plan to ensure client awareness of available programming.  
Click or tap here to enter text.
7. Information on collaborations or partnerships.  
Click or tap here to enter text.

*Application Evaluation Considerations* – Does the program activities and work plan demonstrate a plan that is reasonable and appropriate to deliver the proposed program services? Is it clear that the programming will deliver the desired scope of services and reach the desired target population(s)? Does the timeline align with timeline requirements in the NOFA? Does the organization articulate the necessary collaborations and partners necessary for successful program implementation?

**G. Program Evaluation.** Organizations may choose to attach evaluation tools, intake forms, and other documents in support of this section. Additionally, the City will provide subrecipients with required monthly and quarterly reporting forms. Provide the following information.

1. What are the organization's target metrics for the proposed programs/services?  
Click or tap here to enter text.
2. What is the organization's plan to track and meet these metrics?  
Click or tap here to enter text.
3. What organization's plan to evaluate the effectiveness and impact of the program?  
Click or tap here to enter text.

*Application Evaluation Considerations* – Is it clear that the organization has the staffing, systems, and expertise in place to effectively deliver services and to track and report all proposed metrics?

**H. Budget and Budget Narrative.** Attach a program budget (Attachment 4) which includes a written budget narrative with justifications or explanations for each line item or budget category.

*Application Evaluation Considerations* – Is the program a good value for expected impact? Does the budget align with all outlined services and budget requirements? Does the budget narrative adequately account for and explain costs? Are the outlined expenditures eligible per NOFA and program guidance?

**City of Dallas  
City Attorney's Office, Community Courts Section**

**Attachment 2**

**ORGANIZATION INFORMATION**

**1. Legal Name of Organization:**  
**Mailing Address (if different from physical address):**

**CONTACT PERSON:**

**PHONE:**

**TITLE:**

**E-Mail:**

**FAX:**

**2. PROGRAM TITLE:**

**3. APPLICANT'S ORGANIZATIONAL STRUCTURE: (Check applicable box)**

- Public Agency                       Private, Non-profit                       Private, For-profit  
 Partnership or Joint Venture                       Other:

**Organization Federal Tax ID Number:**

**4. AGENCY APPROVAL:** By signing below, Organization certifies that Organization has read the entire NOFA and provided true and correct information in Organization's Application submission. Additionally, Organization certifies that the agency will be able and willing to comply with the insurance requirements set out in the NOFA, if selected. The signer of this form certifies that he/she is authorized to bind the Organization.

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**

**Typed Name and Title of Authorized Individual**

**5. Attach copy of Articles of Incorporation, By-Laws**

**6. For non-profit organizations, attach copy of IRS letter of tax exempt status**

**7. Attach a copy of minutes from last three (3) most recent Board of Directors meetings**

**City of Dallas  
City Attorney's Office, Community Courts Section**

**Attachment 3**

<b>Board Data</b>
-------------------

<b>Agency Name:</b>	
<b>Number of Board Positions Authorized:</b>	
<b>Number of Board Positions Filled:</b>	
<b>Number of Board Meetings Per Year:</b>	

<b>BOARD PROFILE</b>				
<b>Name, Office Held</b>	<b>Board Tenure</b>	<b>Gender</b>	<b>Ethnicity</b>	<b>Professional Field/Occupation</b>

## **Insurance Requirements**

### **SECTION A.**

CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C (a)**, certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONSULTANT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

### **SECTION B.**

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONSULTANT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONSULTANT shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONSULTANT).

### **SECTION C. REQUIRED PROVISIONS**

The CONSULTANT agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
  - (i) City Attorney's Office, Attention: Matthew Saliba, 1500 Marilla Street, 7DN, Dallas, Texas 75201 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

### **SECTION D. INSURANCE COVERAGE REQUIRED**

Subject to CONSULTANT'S right to maintain reasonable deductibles, CONSULTANT shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

#### **1. WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

## **Insurance Requirements**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000 Each Accident  
Bodily Injury by Disease: \$500,000 Each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONSULTANT will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONSULTANT is a non-subscriber or is self-insured, CONSULTANT shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

## **2. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000.00 per occurrence.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

## Insurance Requirements

- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

### NOTE:

- i. If CONSULTANT has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

### **3. COMMERCIAL GENERAL LIABILITY INSURANCE**

**Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Consultants and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence, \$2,000,000.00 products/completed operations aggregate, \$2,000,000.00 general aggregate.

The policy shall include:

- a)An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b)An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c)An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d)Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e)If this insurance is written on a claims-made form, coverage shall be less than continuous (by renewal or extended reporting period) for not contract and acceptance twenty-four (24) months following completion of the renewals, shall have the same by the City. Coverage, including any original policy applicable to this contract. retroactive date as the

## SECTION E. SUBCONTRACTING LIABILITY



## **Insurance Requirements**

(1) Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONSULTANT as an additional insured.

(2) CONSULTANT shall obtain and monitor the certificates of insurance from each Subcontractor. CONSULTANT must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

### **SECTION F. CONSULTANT LIABILITY**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONSULTANT or its subcontractors shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONSULTANT from liability.

### **SECTION G. INDEMNITY**

CONSULTANT agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONSULTANT, its officers, agents, employees, or subcontractors, in CONSULTANT'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONSULTANT and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**CONSULTANT (COMPANY NAME):** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Signature of Authorized Representative

**Insurance Requirements**

**NAME:** \_\_\_\_\_  
Name of Authorized Representative (please print)

**DATE:** \_\_\_\_\_

**APPLICANT MUST INDICATE OBJECTIONS, EXCEPTIONS, CONDITIONS, OR QUALIFICATIONS TO THIS SAMPLE SUBRECIPIENT AGREEMENT AND ALTERNATE LANGUAGE PROPOSED, IF ANY, IN ITS APPLICATION SUBMISSION. NOTE: SUBSTANTIVE EXCEPTIONS MAY CAUSE THE CITY'S UNQUALIFIED REJECTION OF AN APPLICATION. ITEMS NOT EXPLICITLY EXCEPTED TO SHALL BE DEEMED ACCEPTED BY THE APPLICANT.**

Administrative Action No. [REDACTED]  
Contract No: [REDACTED]

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

**EXHIBIT XX: SOUTH DALLAS DRUG COURT  
SUBSTANCE USE DISORDER TREATMENT AND RECOVERY SUPPORT SERVICES  
SUBRECIPIENT AGREEMENT**

**SUBRECIPIENT AGREEMENT WITH [ENTITY]** (the "**Agreement**") is entered into by and between the City of Dallas, a Texas municipal corporation of Dallas County, Texas (the "**City**"), acting by and through its authorized officers, and [Entity] ("**Subrecipient**"), authorized to transact business in the State of Texas, acting by and through its authorized officers, with its principal office at [Address of the Entity]. The City and Subrecipient are sometimes separately referenced as a "**Party**" and collectively as the "**Parties**".

**WITNESSETH:**

WHEREAS, the U.S. Department of Health and Human Services ("HHS"), Substance Abuse and Mental Health Services Administration ("SAMHSA"), awarded the City of Dallas a grant for expansion of substance use disorder ("SUD") treatment and recovery support services in the existing South Dallas Drug Court for a five-year project period of September 30, 2023, through September 29, 2028 (the "Initiative");

WHEREAS, by Resolution No. 23-1368, approved on September 27, 2023, the Dallas City Council accepted the SAMHSA Award No. H79TI086241-01 from the HHS, in the amount of \$371,771.00 for expansion of SUD treatment and recovery support services in the existing South Dallas Drug Court (the "Grant");

WHEREAS, the Initiative is intended to stabilize and rehabilitate adults with mental health issues and/or substance abuse addictions who have been referred to the South Dallas Community Court for adjudication and processing, and to offer those individuals alcohol/drug treatment, recovery support services, screening, assessment, case management and related services in lieu of jail time;

WHEREAS, the Initiative operates according to the South Dallas Drug Court Manual (the “Manual”) attached hereto as **Exhibit A – Manual**, which has been collaboratively developed with and reviewed by each party and which describes the procedures, the eligibility criteria, the phases of treatment and recovery, and the best practices for preventing recidivism, as well as describing the responsibilities that each party agrees to follow; and

WHEREAS, Subrecipient is a Recovery Support Provider that proposes to use a portion of the Grant to provide services as further described in **Exhibit B – Engagement Letter**.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

## **SECTION 1. DEFINITIONS.**

In addition to terms defined in the body of this Contract, the terms set forth below shall mean:

**Act** means Section 509 (42 USC 290bb-2) of the Public Health Service Act, as amended.

**Administrative Fees** means Direct Expenses for administering the Program. Administrative Fees that exceed 10% of total subaward amount annually is not eligible for payment.

**Commented [SW1]:** Jill please verify against the definitions for SAMHSA

**Direct Expenses** means the actual cost of items related to carrying out the Services that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be “Allocable Costs” under 2 CFR § 200.405. Subrecipient shall use a minimum of 90% of the Funds for Direct Expenses.

**Commented [SW2]:** Jill please verify against the definitions for SAMHSA

**Director** means the Director of the City’s Community Courts.

**Eligible Costs** means allowable expenses incurred by Subrecipient for Services properly rendered according to the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**) for the Services. Eligible Costs exclude Ineligible Costs.

**Commented [SW3]:** Jill please verify against the definitions for SAMHSA

**Funds** means amounts provided to the Subrecipient pursuant to a payment of Eligible Costs made by the City pursuant to the Grant. Subrecipient may only use Funds to cover costs incurred during the time period beginning [DATE] and ending [DATE] (unless otherwise accelerated or extended by the Secretary), for one or more of the purposes enumerated by the Grant. A recipient must return any Funds not obligated by [DATE]. A recipient must also return Funds obligated by [DATE] but not expended by [DATE].

**Indirect costs** mean those facilities & administrative (F&A) costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate

**Commented [SW4]:** Jill please verify against the definitions for SAMHSA

equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

**Ineligible costs** mean non reimbursable expenses, including (1) Indirect Costs that exceed 10%; (2) costs that appear excessive and/or without justification; (3) costs for internal administrative activities; (4) fundraising activities; (5) computers (not used by an Eligible Participant) or office equipment; (6) vehicles; (7) equipment owned or leased by the customer, including routers and modems, and any other costs beyond the network interface point; (8) operating expenses; (9) expenses incurred prior to the date of the grant award announcement; and (10) expenditures that solely benefit individuals who are not an Eligible Participant.

**Commented [SW5]:** Jill - please verify against the definitions for SAMHSA

**Request for Payment** shall mean the documentation whereby Subrecipient requests payment for reimbursement of allocable and Direct Expenses or Eligible Costs to provide the Services. Subrecipient's Requests for Payment (**Exhibit B-2**) must include accurate documentation (e.g., copies of paid invoices, ledgers, bank statements, or other supporting documentation acceptable to the Director) and be timely submitted with the Monthly Activities Report (**Exhibit B-1**) and the Monthly Target Analysis (**Exhibit B-1**)

**Services** shall mean the deliverables set forth in accordance with the Statement of Services (**Exhibit A-1**) pursuant to the Budget Narrative (**Exhibit A-2**) and the Budget Worksheet (**Exhibit A-3**). Services must comply with the NOFA (**Attachment A-1**) and the Applicable Laws and Regulations (as defined herein).

**Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 2 CFR § 200.1, receiving Grant funds from HHS from the recipient (e.g., the City) to undertake activities eligible for SUD treatment. Subrecipient understands and agrees that it is a subrecipient of a subaward and must comply with the requirements of the Grant, the Act, and Applicable Laws and Regulations (as specified herein).

## **SECTION 2. CONTRACT ADMINISTRATION**

This Contract shall be administered and directed on behalf of City by the Chief of Community Courts of the Dallas City Attorney's Office or the Chief designated representative ("Director").

## **SECTION 3. TERM**

This Agreement takes effect on or about [DATE] and terminates on or about [DATE] (the "Term"). The schedule to complete the Services shall be as provided in the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**); where the Statement of Services and Budget Narrative do not provide for time of completion, the schedule shall be as provided in the NOFA (**Attachment 1**); where the NOFA does not provide for time of completion,

the schedule shall be as provided by the Application (**Attachment 2**); where neither the NOFA nor the Application provides for time of completion, the schedule shall be as provided by the Director. The schedule may be modified by the Director, in his or her sole discretion. Time is of the essence of completion of the performance of the Services.

#### SECTION 4. SUBRECIPIENT'S SERVICES

- A. **The Services.** [Description of services provided by Subrecipient] in the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**). The Services are to be performed in a good and workmanlike manner pursuant to the NOFA (**Attachment 1**) and the Application (**Attachment 2**), and must comply with the Applicable Laws and Regulations (as defined herein) in a manner that is timely and satisfactory to the City.
- B. **Order of Authority.** In case of a conflict between this Agreement, the NOFA (**Attachment 1**), and the Application, this Agreement and the Statement of Services (**Exhibit A-1**) shall control followed by the NOFA, then the Application (**Attachment 2**). If any disputes or questions arise regarding the construction or meaning of the NOFA (**Attachment 1**), this Agreement, or the HHS Regulations, the true meaning shall be decided by the Director and such decision shall be binding and conclusive upon Subrecipient.
- C. **Goals and Measurements.** Subrecipient has agreed to meet the deliverables, performance goals, benchmarks, and milestones in providing the Services, as detailed in the Statement of Services (**Exhibit A-1**), and in accordance with the NOFA (**Attachment 1**). Accordingly, the City shall only pay Subrecipient for Direct Expenses and Eligible Cost(s) incurred to deliver the Services in accordance with the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), Budget Worksheet (**Exhibit A-3**), the Act, the Grant, and the HHS Regulations. Subrecipient may only provide the Services during the Term. In addition to the payment requirements, on a monthly basis, Subrecipient shall accurately and timely submit the Monthly Activities Report (**Exhibit B-1**), Monthly Target Analysis (**Exhibit B-1**), and the Request for Payment (**Exhibit B-2**) during the Term and in accordance with the NOFA (**Attachment 1**), this Agreement, and the Applicable Laws and Regulations (as defined herein). Subrecipient's failure to provide such deliverables or meet the milestones shall constitute an Event of Default under this Agreement.

Commented [SW6]: Edit this phrase as necessary

#### SECTION 5. CITY'S DUTIES AND RESPONSIBILITIES

- A. **Authorized Funds.** In consideration of Subrecipient's timely and satisfactory performance of the Services, City shall reimburse Subrecipient for Eligible Costs at a rate of [Dollar Amount] per year for a total amount not to exceed [DOLLAR AMOUNT], subject to annual appropriation (the "Funds" or "Fund Amount"). The City will pay Subrecipient for actual permissible Administrative Fees and Eligible Costs incurred in

Commented [SW7]: Edit phrase as necessary

connection with the Services upon the Director's review and approval of Subrecipient's Request for Payment (**Exhibit B-2**), as detailed in Section 7.B of this Agreement. Prior to authorizing payment, the Director will review the Monthly Target Analysis (**Exhibit B-1**) and determine if Subrecipient has complied with all payment requirements and the Applicable Laws and Regulations (as defined herein) under this Agreement.

- B. Monitor.** City will monitor Subrecipient's ongoing activities and performance (and any of its subcontractors) while under construction, as necessary, but no less than annually. Monitoring may include all phases and aspects of Subrecipient's performance to determine the adequacy of Subrecipient's records and accounts, compliance with this Agreement and the Applicable Laws and Regulations (as defined herein).
- C. Audit Rights.** City reserves the right to perform desk reviews or on-site monitoring of Subrecipient's compliance with this Agreement, the Grant, the Act, and the Applicable Laws and Regulations (as defined herein), including but not limited to eligibility verification of participants deemed to be an Eligible Participant, expenses deemed to be Eligible Costs, fees deemed to be permissible Administrative Fees, and delivery of any portion of the Services. After each monitoring visit, the City may provide Subrecipient with a written report of findings. If the report notes deficiencies in Subrecipient's performance or payment for expenses that are not an Eligible Cost, the report shall include requirements for the timely correction of said deficiencies by Subrecipient. Failure by Subrecipient to timely take the action specified in the monitoring report shall constitute an Event of Default under this Agreement.

## **SECTION 6. SUBRECIPIENT'S DUTIES AND RESPONSIBILITIES**

**A. Administrative Functions.** As outlined in the Statement of Services (**Exhibit A-1**), Subrecipient shall coordinate with the Director to perform the following Services: Subrecipient shall receive applications, perform applicant intake, and conduct participant income eligibility review, in accordance with the Applicable Laws and Regulations, to ensure each potential participant qualifies as an Eligible Participant by (a) verifying household income; and (b) other eligibility review. For each Eligible Participant, Subrecipient shall abide by the Statement of Services (**Exhibit A-1**) and the Manual. The Director reserves the right to deny reimbursement for any expense that is not an Eligible Cost or does not comply with the Grant, the Act, or the HHS Regulations.

**B. Requests for Payment.**

- (i) Subrecipient must submit monthly, no later than the 10<sup>th</sup> of the month, an invoice in the form of a Request for Payment (**Exhibit B-2**) with all supporting documentation for the Services and of Eligible Costs rendered to Eligible Participants. An invoice must include, but is not limited to, the following items: company name, addresses, phone number, an invoice number and description of expenses. Subrecipient shall

provide supporting documentation for each Eligible Participant, including but not limited to City residency documentation, Program eligibility verification (i.e., recipient of one or more Eligibility Program), invoices, receipts, change orders and any other documentation that the Director, in his/her sole discretion, may request to confirm that the Services were timely and satisfactorily completed by Subrecipient. Subrecipient acknowledges that by signing the Request for Payment and submitting the above specified documentation, the Subrecipient certifies that the costs are valid, eligible and consistent with this Agreement, the Grant, the Act, and the HHS Regulations, and that the information contained therein is true and correct. Upon submission of this Request for Payment, eligible expenses will be paid for with Funds received from the Treasury. The request for payment form is used to request payment for Eligible Costs that have not been supported by a prepayment. A Request for Payment should be submitted each month during the contract period regardless of whether or not funding is being requested.

- (ii) Invoices must be submitted after all Eligible Costs have been completed on the Eligible Participant's behalf. The City's payment is on a reimbursable basis only. If the Request for Payment is not timely received or is incomplete, the Director, in his/her sole discretion, may withhold payment and refuse to process any additional Requests for Payment. Subrecipient must submit Invoices within 30 days from the completion of the Eligible Costs. Interim draws shall be accepted monthly. In addition, failure to comply with the payment procedures required by City may constitute an Event of Default under this Agreement.
- (iii) The City shall not reimburse Subrecipient for any cost that is not an Eligible Cost or expenses incurred by Subrecipient prior to or after the Term ends.
- (iv) The City's payments to Subrecipient for the Services hereunder shall not exceed the amounts authorized under this Agreement. City's obligations are payable solely from the Funds. Under no circumstances shall any payment to Subrecipient be paid by the City's general funds or revenue.
- (v) Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, guidelines from the Treasury, or the Director.

C. **Key Personnel.** Subrecipient shall identify all personnel who will be involved in performing the Services and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the City of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in the Key Personnel List (**Exhibit A-4**).



- D. Reporting.** Subrecipient shall submit, no later than the 10<sup>th</sup> of each month, the Monthly Activities Report (**Exhibit B-1**), the Monthly Target Analysis (**Exhibit B-1**), and the Request for Payment (**Exhibit B-2**) for each Eligible Participant served to the City describing the Eligible Costs, as well as permissible Administrative Fees, to date. Administrative Fees and Eligible Costs will be reported separately to ensure compliance with the Agreement. Subrecipient shall notify the City regarding any issues that prevent Subrecipient from meeting the goals and measurements set forth in the Statement of Services (**Exhibit A-1**) and the Manual. A Monthly Activities Report (**Exhibit B-1**) and the Monthly Target Analysis (**Exhibit B-1**) should be submitted each month during the Term regardless of whether or not clients were served, or services were delivered.
- E. Monitoring.** Subrecipient understands and agrees that it will be subject to monitoring by City and Treasury for compliance with this Agreement, the Grant Award Terms and Conditions and the Applicable Laws and Regulations (as defined herein) for the Term and for five (5) years after closeout. Subrecipient will provide access to all files related to the Services or otherwise related to this Agreement as requested by City or Treasury during the Term and for five (5) years thereafter.
- F. Insurance.** Prior to execution of this Agreement by City, Subrecipient shall deliver to the Director a completed insurance certificate that meets the minimum insurance requirements set forth in **Exhibit C**. Subrecipient shall maintain all insurance coverage throughout the Term. Approval, disapproval, or failure to act by City regarding any insurance supplied by Subrecipient or its subcontractors shall not relieve Subrecipient of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Agreement. The bankruptcy or insolvency of Subrecipient's insurer or any denial of liability by Subrecipient's insurer shall not exonerate Subrecipient from the liability or responsibility of Subrecipient set forth in this Agreement.
- G. Recordkeeping.** Accurate recordkeeping and retention, as further described in the Certification Regarding Records, Costs, and Audits (**Exhibit D**) are material to the City's transfer of Funds to Subrecipient, Subrecipient's use of the Funds, and Subrecipient's performance of the Services. Subrecipient shall maintain records in connection with the Services, including for all Eligible Costs incurred. Subrecipient's records should include all documentation for the Eligible Costs, including but not limited to work write-ups, and, if applicable, the subcontractor, program development documentation, progress reports, change orders, and approved invoices for (with Subrecipient sign-off). Payment Request Records must be kept for five (5) years after closeout of the Services ("records retention period").

Subrecipient shall maintain its records in a manner that allows the City to meet its obligations as a non-Federal entity recipient of a Federal award under 2 CFR § 200.302. In addition, upon City's request, Subrecipient shall promptly provide City with information and copies of any records the City deems necessary for City to effectively fulfill its

monitoring and evaluation responsibilities for this Agreement. If any claim, litigation, or audit is initiated before the expiration of the records retention period, the records must be retained until all such claims, litigation or audits have been resolved. Subrecipient understands and agrees that the City, Treasury and their respective representatives shall have access at all reasonable hours to Subrecipient's offices and records dealing with the use of the Funds that involve this Agreement.

- H. Audit.** If Subrecipient's expenditure of the Funds during its fiscal year equals or exceeds \$750,000, in accordance with 2 CFR § 200.332, Subrecipient must submit to the City an annual audit prepared in accordance with 2 CFR Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The audit must be prepared by an independent certified public accountant, be completed within six (6) months following the end of the period being audited and be submitted to City within thirty (30) days of its completion.
- I. Closeout.** Final payment request(s) under this Agreement must be received by the City no later than thirty (30) days after the last day of the Term. The City will not accept a payment request submitted after this date without prior authorization from the Director. In consideration of the execution of this Agreement by the City, Subrecipient agrees that acceptance of final payment from the City will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the City's satisfaction. Such requirements shall include submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive the expiration or termination of this Agreement.
- J. Program Income.** Neither the City nor Subrecipient anticipates that program income will be generated by this Agreement, but if such income is generated, Subrecipient shall treat and use all program income (as defined by 2 CFR § 200.307) balances (including investments thereof) held by Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs) in accordance with 2 CFR § 200.307.
- K. Commingling and Supplanting of Funds.** Subrecipient agrees to utilize the Funds to supplement rather than supplant funds otherwise available. Subrecipient shall not commingle the Funds with any other funds in a manner that prevents the City from readily identifying and verifying permissible expenditures to perform the Services.

- L. **Procurement Standards.** Subrecipient shall comply with local, state and federal procurement requirements related to procurement and cost reasonableness. Subrecipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.
- M. **Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to City proof of any licensure, certification, permit or accreditation upon request.
- N. **Litigation and Claims.** Subrecipient shall give City immediate written notice of any action, including any proceeding before an administrative body, filed against Subrecipient in conjunction with the Funds, the Services, or this Agreement. Subrecipient shall furnish immediately to City copies of all pertinent papers received by Subrecipient with respect to such action or claim. Subrecipient shall provide written notice to City within ten (10) calendar days upon filing under any bankruptcy or financial insolvency provision of law.

#### **SECTION 8. DUE DILIGENCE AND COORDINATION**

Subrecipient represents that, prior to submitting the Application (**Attachment 2**) and executing this Agreement, Subrecipient became and remains thoroughly acquainted with all matters relating to the performance of the Services, all Applicable Laws and Regulations (as defined herein), and all of the terms and conditions of this Agreement. All Services under this Agreement shall be coordinated with the Director, and timely performed to the Director's satisfaction.

#### **SECTION 9. FEDERALLY ASSISTED SUBRCIPIENT REQUIREMENTS**

- A. **Use of Funds.** Subrecipient shall provide for compliance with the Grant, the Act, HHS Regulations, and Applicable Laws and Regulations (as defined herein) by other parties in any agreements it enters into with other parties relating to this Agreement.
- B. **Direct expenses.** Subrecipient acknowledges and agrees that:
  - (i) **General.** Pursuant to 2 CFR § 200.413, direct expenses are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently, as either direct or indirect facilities and administrative costs. See also 2 CFR § 200.405.
  - (ii) **Application to Federal awards.** Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from an indirect expense, such as facilities and administrative costs. Typical

costs charged directly to a federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the federal award. If directly related to a specific award, certain costs that otherwise would be treated as an indirect expense may also be considered a Direct expense.

- (iii) Subrecipient shall not treat as a Direct Expense, the salaries and labor costs of (A) administrative or clerical staff or (B) personnel who do not directly provide Services. Salaries and labor costs are only reimbursable up to the proportion of an employee's time spent exclusively on the Services during the period for which payment is sought, provided that Subrecipient submits supporting documentation, such as supporting documentation of the time spent by each employee, total time spent by each employee during period for which payment is sought, and itemized payroll taxes and benefits.

**C. Termination for Cause or Convenience.** In addition to termination due to an Event of Default, in accordance with 2 CFR 200 Appendix II(B), the City may terminate this Agreement if Subrecipient fails or is unable to perform the Services, or otherwise whenever such termination is determined by City to be in City's best interest. Subrecipient may terminate this Agreement if City does not provide the Funds substantially in accordance with this Agreement.

**D. Equal Employment Opportunity.** Subrecipient understands and agrees as follows:

- (i) Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Subrecipient shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended. Subrecipient agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.
- (ii) Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that "All qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national

origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.”

- (iii) Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (iv) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (v) If Subrecipient fails to comply with the equal employment opportunity provisions of this Agreement or with any of the said rules, regulations, or orders, Subrecipient understands and agrees that the City, at its sole option may:
  - (A) Cancel, terminate or suspend this Agreement in whole or in part;
  - (B) Declare Subrecipient ineligible for further City contracts until it is determined to be in compliance with such equal employment opportunity provisions.

In addition, Subrecipient may be declared ineligible for further government contracts or Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

**E. Labor Standards.**

- (i) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR part 5 as may applicable. Subrecipient shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 CFR part 5 as applicable.

- (ii) Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination.
- (iii) Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR part 3 as applicable, which are incorporated by reference into this Agreement.
- (iv) Subrecipient shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (v) In the event of any violation of Section 8.E.(ii) Subrecipient shall be liable for the unpaid wages. In addition, Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 8.E.(ii), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 8.E.(iii).
- (vi) Treasury shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 8.E.(v).
- (vii) Subrecipient shall maintain documentation that demonstrates compliance with this Section. Such documentation shall be made available to City or Treasury for review upon request.
- (viii) A breach of this Section 8.E. may be grounds for termination of this Agreement, and for debarment as provided in 29 CFR § 5.12.

**F. Debarred/Suspended.**

- (i) In accordance with Executive Order 12549 and 2 CFR part 180, Subrecipient is required to verify that the Subrecipient, its principals (as defined at 49 CFR 29.995), or its affiliates (as defined at 49 CFR 29.905) are not federally excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov>.
- (ii) By signing and submitting this Agreement, the Subrecipient certifies as follows:

Neither Subrecipient nor any of its principals are presently, and during the Term shall not be, excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or City of Dallas. "Principals" means officers, directors, owners, partners, and person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment and similar positions).
- (iii) Prior to or simultaneously with execution of this Agreement, Subrecipient shall submit to City (A) Subrecipient's DUNS number and (B) a printout showing Subrecipient's current status on [www.sam.gov](http://www.sam.gov) (or any successor thereto), which printout shall verify that Subrecipient's status is Active, that Subrecipient has no exclusions, and that Subrecipient has no delinquent federal debt.
- (iv) The certifications in this Section are a material representation of fact upon on which reliance has been placed by City in connection with the execution of this Agreement. If it is later determined that Subrecipient knowingly rendered an erroneous certification or provided false documentation, in addition to the other remedies available to City, City may immediately terminate this Agreement.
- (v) The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any federal governmental agency or department.
- (vi) Subrecipient 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 maintained by the General Services Administration.
- (vii) Subrecipient shall provide general oversight of subcontractors to ensure they meet the E-Verify requirement. Subrecipient is responsible for ensuring all subcontractors

at every tier incorporate the Federal Acquisition Regulation (FAR) E-Verify Clause 52.222-54, Employment Eligibility Authorization. Subrecipient may be subject to fines and penalties if it knowingly continues to work with a subcontractor that is in violation of the E-Verify FAR requirement.

**G. Civil Rights Compliance and Prohibition Against Discrimination.**

- (i) Subrecipient agrees to comply with the Section 15B-3 of the Dallas City Code, Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964 as amended, and Treasury's Implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; the Age Discrimination Act of 1975; Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, Executive Order 13279, 67 FR 77141, 3 CFR 2002, and the implementing regulations at 41 CFR chapter 60.
- (ii) Subrecipient has signed the statement, included as **Exhibit E**, certifying that it agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Section 15B-3 of the Dallas City Code. The applicable non-discrimination provisions in Section 109 of the HCDA are also applicable. Subrecipient shall comply with all other applicable state, local, and/or federal requirements regarding civil rights.

**H. Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by the Funds.

**I. Whistleblower Protections.**

- (i) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any person or entity listed in this Section, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.



- (ii) The list of persons and entities referenced in this Section includes the following:
  - (A) A member of Congress or a representative of a committee of Congress;
  - (B) An Inspector General;
  - (C) The Government Accountability Office;
  - (D) A Treasury employee responsible for contract or grant oversight or management;
  - (E) An authorized official of the Department of Justice or other law enforcement agency;
  - (F) A court or grand jury; or
  - (G) A management official or other employee of Subrecipient, contractor, subcontractor, of the City who has the responsibility to investigate, discover, or address misconduct.
- (iii) Subrecipient shall inform its employees in writing of the rights and remedies provided under this Section, in the predominant native language of Subrecipient's workforce.

**J. Compliance with Other Requirements & Laws.** Subrecipient acknowledges and agrees that it is a recipient of federal financial assistance under this Agreement, and its use of the Funds shall comply with the Grant, the HHS Regulations, and all applicable uniform administrative requirements, federal law, regulations, executive orders, procedures, and directives. Subrecipient shall perform all the Services in compliance with all federal laws and regulations as described in 45 CFR Part 75.

**K. Applicable Federal Laws and Regulations.** Subrecipient acknowledges and agrees that the following federal statutes, federal regulations, and executive orders are applicable to this Agreement and are each incorporated by reference:

- (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, including the following:
  - (A) Subpart A, Acronyms and Definitions;
  - (B) Subpart B, General Provisions;
  - (C) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
  - (D) Subpart D, Post-Federal Award Requirements;
  - (E) Subpart E, Cost Principles; and

(F) Subpart F, Audit Requirements.

- (ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25.
- (iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170.
- (iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- (v) Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200.
- (vi) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- (vii) New Restrictions on Lobbying, 31 CFR Part 21.
- (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (ix) Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), which requires the City to encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- (x) Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), which requires the City to encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
- (xi) Generally applicable federal environmental laws and regulations.

**L. False Statements.** Subrecipient understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or City awards or contracts, and/or any other remedy available by law.

M. **Return of Unused Funds.** If Subrecipient has any Funds not incurred on hand as of the earlier of [DATE], or any incurred Funds but not spent by [DATE], or the termination of this Agreement, Subrecipient shall return all unspent Funds to the City within ten (10) calendar days.

N. **Recoupment.**

- (i) Subrecipient agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Subrecipient's failure, for any reason, to comply with the terms of the Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.
- (ii) In the event of a violation of the Act, the Funds shall be subject to recoupment by the City.
- (iii) Any Funds paid to Subrecipient (A) in excess of the amount to which Subrecipient is authorized to retain under the terms of the Agreement; (B) that are determined by the Treasury Office of Inspector General to have been misused; (C) are determined by Treasury to be subject to a repayment obligation pursuant to the Act; or (D) are otherwise subject to recoupment by the City, and have not been repaid by Subrecipient to the City shall constitute a debt to the City.
- (iv) Any debts determined to be owed the City must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it by law or in equity to collect such a debt.

O. **Disclaimer.** Subrecipient understands and agrees that the United States is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from this Agreement. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this Agreement or any contract or subcontract under the federal grant. The acceptance of this payment or funding by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

## **SECTION 9. EVENT OF DEFAULT, TERMINATION, AND ENFORCEMENT**

A. **Event of Default.** A default of this Agreement shall exist if Subrecipient commits or allows the commission of any one or more of the following (each, an “Event of Default”):

- (ii) Fails to perform the Services or fails to observe any covenant contained herein, including, but not limited to: (A) providing the Services in compliance with the Applicable Laws and Regulations (as defined herein); (B) conducting the Services on behalf of the Eligible Participants; (C) providing the Administrative Functions; (D) ensuring that only permissible actual and direct Eligible Costs are incurred, pursuant to the Statement of Services (**Exhibit A-1**) and the Manual, Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**); or € ensuring that the Services comply with the Applicable Laws and Regulations (as defined herein);
- (ii) Uses the Funds for expenses other than for Eligible Costs to provide the Services or submits a fraudulent Statements of Services (**Exhibit A-1**) and the Manual, Monthly Activities Report (**Exhibit B-1**), Monthly Target Analysis (**Exhibit B-1**), or Request for Payment (**Exhibit B-2**) to the City;
- (iii) Performance, financial, or compliance deficiencies in connection with the Services, the Funds, or this Agreement;
- (iv) Makes a materially misleading or false statement, warranty or representation;
- (v) Fails to properly and timely pay personnel, suppliers, or other contractors and such failure impacts the City in any manner;
- (vi) Fails to repay the City within 30 calendar days of a written demand to pay, recapture or recoup Funds;
- (vii) Is convicted of a violation under 8 U.S.C. Section 1324a(f);
- (viii) Files for bankruptcy, becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or
- (ix) Fails to, pursuant to Section 14, obtain Director approval prior to the assignment, transfer, sublet, convey or otherwise dispose of this Agreement.

B. **Cure Period.** Subrecipient shall immediately notify (in accordance with Section 18) the City in writing upon becoming aware of any change in the existence of any condition or event that constitutes an Event of Default or, with the giving of notice or passage of time, or both, would constitute an Event of Default. Such notice shall specify the nature of the Event of Default, the period of existence of such Event of Default and what action, if any, the notifying party is taking or proposes to take with respect thereto. In the event that Subrecipient experiences an Event of Default, then the City shall give Subrecipient written

notice of such Event of Default. If Subrecipient has not cured an Event of Default within thirty (30) calendar days of the date of City's written notice to Subrecipient ("Uncured Default"), the City may, in City's sole discretion: (i) impose additional conditions requirements, such as (A) imposing additional requirements for payment; (B) requiring additional or more detailed financial reports; (C) imposing additional monitoring; or (iv) requiring the Subrecipient to obtain technical or management assistance; (ii) temporarily withhold cash payments pending correction of the Uncured Default; (iii) deny payment for all or part of the cost of the activity or action not in compliance; (iv) wholly or partly suspend or terminate the Agreement; (v) recommend suspension or debarment proceedings under 2 CFR part 180 be initiated by Treasury; (vi) terminate this Agreement upon written notice to Subrecipient; and/or (vii) pursue any other legal remedies available at law or in equity to the City.

- C. **Additional Compliance Requirements.** If the City imposes additional requirements, the Director will provide Subrecipient with written notice that includes: (i) the scope and nature of the additional requirements; (ii) the reason(s) why the City is imposing additional requirements; (iii) the nature of the corrective action needed to remove the additional requirements, if applicable; (iv) the time allowed for Subrecipient to complete the actions, if applicable; and (v) the method by which Subrecipient may request the Director's reconsideration of the additional requirements imposed. Within ten business days, the City shall remove any additional requirements if Subrecipient satisfies the conditions that prompted such additional requirements.
- D. **City's Right to Terminate.** In the event of termination under this Section, the City shall immediately rescind all Funds awarded but unpaid to Subrecipient pursuant to this Agreement, and Subrecipient shall have no further right to such Funds. Termination shall not affect or terminate any of City's rights against Subrecipient due to an Event of Default. The City may enforce all rights and remedies available to it, including but not limited to, requiring specific performance or reimbursement of the Funds paid to Subrecipient, subject to written notice and Subrecipient's failure to timely cure an Event of Default.
- E. **Recapture Liability.** In the event of a termination pursuant to Section 9.C or this Section, the full amount of the Funds paid as of the date of termination will become a debt to the City and shall be due, owing, and paid by the Subrecipient to the City within ninety (90) calendar days of Subrecipient's receipt of notice from the City of such termination and demand for repayment. Any repayment liability not paid to the City within such 90-day period shall accrue interest from the due date through collection at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum non-usurious rate allowable by law.
- F. **Subrecipient's Right to Terminate.** Subrecipient may terminate this Agreement if City does not provide the Funds substantially in accordance with this Agreement. Subrecipient may terminate this Agreement after providing written notice (in accordance with Section

18) to the City setting forth the reason for such termination, the effective date, and in the case of partial termination, the portion to be terminated. City, however, may determine in the case of partial termination that the reduced or modified portion of the Agreement will not be in the City's best interest, and may terminate the Agreement in its entirety.

- G. Rights and Remedies.** No waiver by City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of City; no delay or omission in the exercise or enforcement by City of any rights or remedies shall be construed as a waiver of any right or remedy of City; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of City. The waiver of a breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.
- H. Damages, Attorney's Fees and Court Costs.** This Agreement inures to the benefit of and is enforceable by the Parties. Without waiving any defenses available under Texas law, Subrecipient does hereby grant to the City the right to prosecute or take appropriate action, at law or in equity, against Subrecipient to recover any default liability or to enforce any other covenant or agreement contained in this Agreement. If the City prevails in a legal proceeding to enforce this Agreement against Subrecipient, the City is further entitled to recover damages, attorney's fees, and court costs from Subrecipient.
- I. REPAYMENT BY SUBRECIPIENT. SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY LIABILITY ARISING OUT OF FINDINGS FROM TREASURY OR OTHER FEDERAL OR CITY AUDITS OR MONITORING VISITS AND WILL PAY CITY THE AMOUNT OF DISALLOWED COSTS AS DETERMINED BY TREASURY OR OTHER FEDERAL OR CITY AUDITS OR MONITORING VISITS CONNECTED WITH THIS AGREEMENT. SUBRECIPIENT ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO REPAYMENT IN THE EVENT ANY EXPENSE OR ACTIVITY DOES NOT MEET THE REQUIREMENTS SET FORTH IN THIS AGREEMENT OR THE HHS REGULATIONS. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

#### **SECTION 10. OFFSET**

The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Subrecipient, regardless of whether the amount due arises pursuant to this Agreement or otherwise, and regardless of whether the debt due to the City has been reduced to judgment by a court.

## **SECTION 11. FORCE MAJEURE**

It is expressly understood and agreed by the Parties that Subrecipient shall perform the Services by the dates specified in **Exhibit A-1 and the Manual**; provided however, that Subrecipient may have such additional time to complete the Services as may be required in the event of force majeure, defined herein, if, in the Director's discretion, Subrecipient is diligently and faithfully pursuing completion of such redevelopment, subject to the requirements detailed herein. For this purpose, a "Force Majeure Event" shall mean any contingency or cause beyond the reasonable control of Subrecipient including, without limitation, acts of nature (including, without limitation, fire, storm and pandemics) or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government or de facto governmental action (unless caused by acts or omissions of Subrecipient), fires, casualty, explosions, floods, shortages in labor or materials, and strikes. In an event of force majeure, Subrecipient may be excused from doing or performing the same during such period of delay, so that the goals or measurements applicable to such performance may be extended for a time period equal to the time period Subrecipient was delayed, subject to the Director's prior written approval, which is based on Director's reasonable determination that the Subrecipient is diligently and faithfully pursuing completion of the Services.

## **SECTION 12. NOTICE OF CONTRACT CLAIM**

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Subrecipient shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

## **SECTION 13. CONFLICT OF INTEREST, FINANCIAL INTERESTS, GIFTS, AND LOBBYING**

### **A. Prohibition on Conflict of Interest.**

- (i) In accordance with 2 CFR § 200.318(c), Subrecipient understands and agrees it must maintain a conflict of interest policy and that such conflict of interest policy is applicable to the Services. Subrecipient must disclose to the City in writing any potential conflict of interest affecting the Funds pursuant to 2 CFR § 200.112. The Subrecipient agrees that it shall not willfully attempt to secure preferential treatment in its dealings with the City by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any city official or employee. Failure to comply with these requirements shall be a material breach of this Agreement and is an Event of Default subject to the remedies stated in this Agreement or otherwise available to the City at law or in equity.

- (ii) Subrecipient and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Subrecipient's performance of all of the services under this Agreement. Such disclosures must be made no later than ten (10) business days following the event giving rise to the potential or actual conflict of interest for the duration of the Term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Subrecipient's performance of its duties under this Agreement by the existence of Subrecipient's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Agreement by the Director.

**B. Prohibition of Certain Financial Interests.** The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Agreement:

**“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED**

- (a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.
- (b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.
- (c) The prohibitions of this section shall not apply to the participation by City employees in federally funded housing programs, to the extent permitted by applicable federal or state law.
- (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.



- (e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.
- (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9).”

**C. Prohibition Against Interest.** Subrecipient shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Subrecipient shall disclose to City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. Subrecipient affirms that it will adhere to the provisions of the Texas Penal Code which prohibits bribery and gifts to public servants.

**D. Prohibition Against Gift to Public Servant.** The City may terminate this Agreement immediately if Subrecipient has offered or agreed to confer any benefit upon a city employee or official that a city employee or official is prohibited by law from accepting. For purposes of this Section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require Subrecipient to remove any employee of Subrecipient who has violated the restrictions of this Section or any similar state or federal law and obtain reimbursement for any expenditures made as a result of the improper offer, agreement, or conferring of a benefit to a City employee or official.

**E. Certification Regarding Anti-lobbying.** Subrecipient acknowledges and agrees that:

- (i) No City funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any local, state or federal government.
- (ii) No City funds have been paid or will be paid to attempt to influence the passage or defeat of a legislative measure.

- (iii) No City funds have been paid or will be paid to employ, as a regular or Agreement employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- (iv) No City funds have been used or will be used to pay membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- (v) Subrecipients who apply or bid for an award of \$100,000 or more shall file the required Certification Regarding Lobbying (**Exhibit F**). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **SECTION 14. SUCCESSORS AND ASSIGNS**

The Subrecipient shall not assign, transfer, sublet, convey or otherwise dispose of this Agreement of any part therein or its right, title or interest therein or its power to execute the same to any other persons, subrecipients, partnership, company or corporation without Director's prior written consent. Should Subrecipient transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this Section, is an Event of Default and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Subrecipient shall therein cease and terminate, and the Subrecipient shall be declared in default.

#### **SECTION 15. NO JOINT VENTURE**

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

#### **SECTION 16. SUBRECIPIENT AN INDEPENDENT CONTRACTOR**

Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, contractors, clients, licensees or invitees. Subrecipient, or its officers, members, agents, servants, employees, contractors, clients, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and

Subrecipient. City does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, contractors, licensees or invitees.

#### **SECTION 17. INDEMNIFICATION**

**SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN SOLE EXPENSE, CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE ACTIVITIES DESCRIBED HEREIN; AND SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KINDS OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THE SERVICES OR THIS AGREEMENT AND THE OPERATIONS, ACTIVITIES, AND SERVICES DESCRIBED HEREIN.**

**SUBRECIPIENT LIKewise COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY OF CITY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, AND PARTICIPANTS.**

**SUBRECIPIENT AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.**

**SUBRECIPIENT SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO INCLUDE IN ITS CONTRACTS AND SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.**

THE INDEMNITY AND LIABILITY RELEASE PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND SUBRECIPIENT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**SECTION 18. NOTICES**

Except as otherwise stated herein, any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each Party may change its address by written notice in accordance with this Section. Mailed notices shall be deemed communicated as of three (3) business days after mailing.

If intended for the City, to:

City of Dallas  
Chief of Community Courts  
City Attorney's Office

1500 Marilla Street, 7DN  
Dallas, Texas 75201

If intended for the Subrecipient, to:

[Name & Title & Address of Subrecipient's  
Authorized Official]

**SECTION 19. MISCELLANEOUS**

- A. **Recitals Incorporated.** The recitals are incorporated into this Agreement as if fully set forth herein.
- B. **Form 1295 Requirement.** If not already provided, Subrecipient shall submit to the Director a completed Form 1295 (**Exhibit G**) generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with Texas Government Code, Section 2252.908 (the "Form 1295").

Exhibit XX: Sample Subrecipient Agreement

- C. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of Subrecipient and the City. No third party will be deemed a beneficiary of this Agreement, and no third party will have any right to make any claim or assert any right under this Agreement.
- D. **Sovereign and Governmental Immunity.** THIS AGREEMENT IS MADE SUBJECT TO THE CITY'S GOVERNMENTAL AND SOVEREIGN IMMUNITY, INCLUDING WITHOUT LIMITATION, TEXAS CIVIL PRACTICES AND REMEDIES CODE, TITLE 5 AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY, OR A WAIVER OF ANY TORT LIMITATION, THAT THE CITY HAS BY OPERATION OF LAW, OR OTHERWISE.
- E. **Warranties and Representation.** Subrecipient represents and warrants that it: (a) does not have an outstanding city lien or tax lien; (b) is not a party to a lawsuit against the City; (c) intentionally omitted; (d) is not currently in default of any other contracts with the City; and (e) has not, in the previous five (5) years, been a party to a contract with the City that was terminated due to default.
- F. **Compliance with Laws and Regulations.** This Agreement is entered into subject to and controlled by the Dallas City Charter, the Dallas City Code, City ordinances, the Grant, the Act, HHS Regulations (and any interpretive guidance), and all applicable local, state or federal statute, executive orders, rules, regulations, and administrative or judicial orders (collectively, the "Applicable Laws and Regulations"). Subrecipient shall, during the course of performance of this Agreement, comply with the Applicable Laws and Regulations. Subrecipient shall possess or obtain any necessary permits required by City ordinance or State or federal law for the performance of the Services prior to commencing the Services.
- G. **Employment of Undocumented Workers; Certification.** During the Term, Subrecipient agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the incentives granted herein within 120 days after the date Subrecipient is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts. Subrecipient has signed the statement, attached as **Exhibit [Insert]**, certifying that the business, or a branch, division, or department of the business, does not or will not knowingly employ an undocumented worker, and has agreed to abide by the requirements of Chapter 2264 of the Government Code.

**H. Texas Public Information Act.** Subrecipient understands that the City must comply with Texas Government Code, Chapter 552 (“TPIA”) as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas (“OAG”). Subrecipient agrees to make available to the City contracting information under this Agreement. Such information shall be promptly (but not later than three (3) business days of Subrecipient’s receipt of City’s written request) provided to the City at no cost. Subrecipient agrees to mark and clearly identify documents and information provided in writing that it contends to be a trade secret, proprietary or confidential. If the City receives an information request related to Subrecipient or this Agreement, the City shall make a good faith attempt to notify Subrecipient of the request in accordance with the TPIA, and Subrecipient may seek a decision from the OAG that the information is protected from required disclosure. The Parties acknowledge that to object to the release of records, Subrecipient must submit a letter brief to the OAG explaining why the claimed exceptions apply to the information. The City shall not be obligated to submit a letter brief supporting those claimed exceptions; instead, Subrecipient shall be solely responsible for submitting the brief that the information is protected from disclosure, and providing a copy of the documents to the OAG. If the OAG issues a determination indicating that all or part of the information must be disclosed, the City shall disclose the information unless Subrecipient notifies the City that it has timely filed or intervened in a suit against the OAG in accordance with TPIA. Nothing in this Agreement shall require the City to fund, reimburse, institute or participate in any litigation relating to an information request. Provider agrees to comply with the TPIA, a subpoena, court order, search warrant, or other legal process. Subrecipient acknowledges that the City cannot guarantee that any information it receives will be kept confidential, and this Agreement is not a basis to withhold information from required disclosure under the TPIA, a subpoena, court order, search warrant, or other legal process.

If applicable, the requirements of TPIA, Subchapter J apply to this Agreement and Subrecipient agrees that notwithstanding Article VI of this Agreement, this Agreement can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of the TPIA, Subchapter J. Furthermore, the City may not accept a contract described by TPIA, Section 552.371 or award a contract to an entity if the City determines such entity has knowingly or intentionally failed to comply with the TPIA, Subchapter J in a previous bid or contract, described by TPIA, Section 552.371 unless the City determines and documents that such entity has taken adequate steps to ensure future compliance with the requirements of TPIA, Subchapter J. Subrecipient agrees that City’s compliance with the TPIA shall not constitute a breach of City’s obligations pursuant to this Agreement.

**I. Prohibition on Certain Contracts; Discrimination.**

(i) Acknowledgment of Prohibition on Contracts with Foreign Terrorist Organizations. Subrecipient hereby represents that: (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed

by the Texas Comptroller under Texas Government Code, Section 2252.153 as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Texas Government Code, Section 2252.151.

- (ii) Acknowledgment of Prohibition on Contracts with Companies Boycotting Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2271.002 Subrecipient verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the Term. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. Subrecipient hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the Term.
- (iv) No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2274.002, as amended, Subrecipient hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the Term. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law.
- (v) Prohibition on Discrimination Against Firearm Entity. Where applicable by law, pursuant to Texas Government Code, Section 2274.002 Subrecipient hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the Term against a firearm entity or firearm trade association.

**J. Venue.** The obligations of the Parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

**K. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

**L. Duty to Execute.** Subrecipient understands and agrees that this Agreement is entered into as permitted by the Dallas Charter and ordinances, and other applicable federal and Texas

laws, rules and regulations, each of which may be amended from time to time. To the extent any such requirement is not otherwise set forth herein, Subrecipient agrees to negotiate and execute such amendments, contracts, or documents as may be necessary, proper, or reasonably required by the City to comply with local, Texas or federal laws, rules and regulations/guidance or any additional requirements issued by the City.

- M. Legal Construction.** This Agreement is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Subrecipient shall, during the course of performance of this Agreement, comply with all applicable City codes and ordinances, as amended, and all applicable State and federal laws, rules and regulations, as amended.
- N. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.
- O. Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- P. Certification of Execution.** The person or persons signing and executing this Agreement on behalf of Subrecipient, or representing themselves as signing and executing this Agreement on behalf of Subrecipient, do hereby warrant and certify that he, she or they have been duly authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, performances and provisions herein set forth.
- Q. Entire Contract.** This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire Agreement of the Parties, superseding all oral or written previous and contemporary contracts between the Parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental contract executed by the Parties.

*[Remainder of this page left intentionally blank. Signatures appear on the following page.]*



EXECUTED this the [redacted] day of [redacted] 20 [redacted], by CITY, signing by and through its City Manager (I), duly authorized to execute same by Administrative Action No. [redacted], approved on [redacted], and by SUBRECIPIENT, duly authorized to execute same.

**CITY OF DALLAS**  
KIMBERLY BIZOR TOLBERT  
City Manager (I)

**APPROVED AS TO FORM:**  
TAMMY L. PALOMINO  
City Attorney

By: \_\_\_\_\_  
Assistant City Manager

By: \_\_\_\_\_  
Assistant City Attorney

**RECOMMENDED BY DIRECTOR:**

\_\_\_\_\_  
Jessica Galleshaw, Director  
Office of Community Care

**SUBRECIPIENT:**

[Entity]

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENTS:**

- Attachment 1** Notice of Funding Availability (“NOFA”)
- Attachment 2** Subrecipient’s Application
- \*Attachment 3** Resolution 24-\_\_\_\_\_
- Attachment 4** Subrecipient Notification of Award

**EXHIBITS:**

- Exhibit A** South Dallas Drug Court Manual
- Exhibit A-1** Statement of Services
- Exhibit A-2** Budget Narrative
- Exhibit A-3** Budget Worksheet
- Exhibit A-4** Key Personnel List
- Exhibit B-1** Proof of Performance; Quarterly Activities; Monthly Target Analysis; Overview of Accomplishments; and Budget Revision Request Form
- Exhibit B-2** Request for Payment
- Exhibit C** Insurance Requirements
- Exhibit D** Certification Regarding Records, Costs, and Audits
- Exhibit E** Certification Regarding Civil Rights and Non-Discrimination
- Exhibit F** Certification Regarding Lobbying
- Exhibit G** Certification Regarding Employment of Undocumented Workers
- Exhibit H** Federal Award Addendum

Exhibit XX: Sample Subrecipient Agreement

**Exhibit A**  
**South Dallas Drug Court Manual**

[Attached]

SAMPLE

**Exhibit A-1  
Statement of Services**

[Attached]

SAMPLE

**Exhibit A-2  
Budget Narrative**

[Attached]

SAMPLE

**Exhibit B-1**  
**Monthly Activities Report, Overview of Accomplishment Report, Monthly Target Analysis,**  
**Proofs of Performance, and Budget Revision Request Form**

[Attached]

SAMPLE

**Exhibit B-2  
Request for Payment**

[Attached]

SAMPLE

**Exhibit C  
Insurance Requirements**

[Attached]

SAMPLE

**Exhibit D**  
**Certification Regarding Records, Costs, and Audits for**  
**Contracts, Grants, Loans, and Cooperative Agreements (ARPA)**

I am the authorized agent of the undersigned (“Subrecipient”) and I certify that I have the authority, on behalf of the Subrecipient, to assist the City of Dallas (the “City”) in its project implementation of the allocated Funds to support to support activities to carry out the public purpose and Services in the Service Area as described in the Agreement. I understand that the City cannot make a subaward unless Subrecipient has obtained a unique entity identifier as described in by 2 CFR § 200.333. Accordingly, Subrecipient has obtained and provided to the City its Unique Entity Identifier as required by 2 CFR § 200.333. Subrecipient acknowledges and agrees that the American Rescue Plan Act Coronavirus State Fiscal Recovery Funds (the “Funds”) may only be used to cover costs incurred after November 1, 2024 and expended by December 31, 2026 that fall under one of the four eligible use categories set forth in 31 CFR Part 35. For purposes of this subaward, the Funds may only be used in connection with the public purpose and Services described in the Agreement.

Subrecipient also acknowledges and agrees that it has reviewed the statement of services, is registered to practice in the State of Texas, meets the minimum qualifications, and is a competent firm that has experience in providing the Services (as defined in the underlying agreement). Subrecipient acknowledges and agrees that it must: (1) consistent with 2 CFR § 200.333, keep sufficient records and documentation, including financial records, performance records, and supporting documentation (e.g., invoices and sale receipts) for five years that relate to this award and demonstrate the permissible expenditure of Funds in accordance with Section 603(a) of the Social Security Act, Treasury’s regulations implementing these sections, and guidance issued by Treasury; (2) comply with any reporting obligations established by the City; and (3) comply with any audit requirements established by the Treasury Office of the Inspector General, the Government Accountability Office, and the City, as they relate to the Funds.

Subrecipient acknowledges and agrees that all records and expenditures are subject to audit by the Texas State Auditor’s Office, the U.S. Department of Treasury’s Inspector General, and the City or its designee. In accounting for the receipt and expenditure of Funds under the Agreement, Subrecipient acknowledges and agrees that it must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 CFR § 200.49, “GAAP” has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (“FASB”). When conducting an audit of Subrecipient’s performance under this Agreement, Generally Accepted Government Auditing Standards (“GAGAS”) must be used. As defined by 2 CFR § 200.50, “GAGAS,” also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with a contract entered into for this subaward and with Section 603(c) of the Social Security Act, Subrecipient acknowledge and agrees that it will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable



regulations and contract provisions within thirty (30) days after the City has notified Subrecipient of such non-compliance.

Subrecipient acknowledges and agrees that pre-award costs, as defined in 2 CFR § 200.458, are not an eligible expense. I acknowledge on submission of this certification that Subrecipient will incur eligible expenses during the Term of the Agreement.

Subrecipient acknowledges and agrees that as additional federal guidance becomes available, an amendment to the Agreement between the City and Subrecipient may become necessary, and, if it is the successful Subrecipient, Subrecipient agrees to execute any necessary amendments to the Agreement.

Subrecipient acknowledges and agrees that, unless exempt, Subrecipient shall report the names and total compensation of each of the Subrecipient's five most highly compensated executive for the Subrecipient's preceding completed fiscal year if Subrecipient meets the conditions set forth in 2 CFR § 170.330.

Subrecipient acknowledges and agrees that the City will rely on this certification as a material representation in scoring the proposals, selecting the successful Subrecipient, awarding the contract, entering into the Agreement with Subrecipient, and processing reimbursements or payment requests from Subrecipient.

**I hereby certify that I have read the above certification, and that the information and statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

Contractor/Subrecipient:

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**Exhibit E**  
**Certification Regarding Compliance with Civil Rights Requirements**

The Program provided by Subrecipient is funded by a grant awarded pursuant to Section 509 of the Public Health Service Act, as amended, codified at 42 USC 290bb-2 (“PHSA”).

As a condition of receipt of federal financial assistance from the awarding agency, with monies distributed through the City, Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to Subrecipient, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of Subrecipient’s Services.

Subrecipient certifies the following:

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

**UNDER PENALTY OF PERJURY, THE UNDERSIGNED CERTIFIES THAT HE OR SHE HAS READ AND UNDERSTOOD THE SUBRECIPIENT'S OBLIGATIONS AS HEREIN DESCRIBED, THAT ANY INFORMATION SUBMITTED IN CONJUNCTION WITH THIS ASSURANCES DOCUMENT IS ACCURATE AND COMPLETE, AND THAT THE SUBRECIPIENT IS IN COMPLIANCE WITH THE AFOREMENTIONED NONDISCRIMINATION REQUIREMENTS.**

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit F**  
**Certification Regarding Lobbying for**  
**Contracts, Grants, Loans, and Cooperative Agreements**

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

(a) 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.

(b) 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 Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph (a) and (b) of this anti-lobbying 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 Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.

**I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

Contractor/Subrecipient:

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**Exhibit G**  
**Certification Regarding Employment of Undocumented Workers**

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

(1) The business receiving any public subsidies provided pursuant to this agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, “Public Subsidies” means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, “Undocumented worker” means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United State; or
- (B) authorized under law to be employed in that manner in the United States.

(2) Pursuant to Texas Government Code § 2264.053, if, after receiving the Public Subsidies provided herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based, at the prime rate as published in the *Wall Street Journal* on the date of the Dallas City Council’s initial approval of the agreement. Repayment shall be made not later than the 120th day after the date the City notifies the business of the violation. As provided by Section 2264.101(c) of the Texas Government Code, Developer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Texas Government Code § 2264.

Contractor/Sub-recipient:

By:   
Authorized Representative