



The **Illinois Public Health Institute (“IPHI”)** as part of its Data Across Sectors for Health (DASH) program hereby awards a contract to **Fort Bend County Social Services (“AWARDEE”)**, subject to the following terms and conditions:

**TERMS AND CONDITIONS:**

1. IPHI’s DASH program is providing AWARDEE a contract to support time-limited activities that build skills and capacity at the community or regional level to (a) engage partners from multiple sectors in planning for shared data, (b) systematically share data across sectors, and/or (c) design or implement interventions based on shared multi-sector data. A more detailed description of AWARDEE’s statement of work and deliverables are outlined in Attachments A-C.
2. This contract is effective 03-04-2020 through 09-04-2020.
3. Upon receipt of the fully executed contract agreement, IPHI will submit an initial payment totaling 90% of the program budget. Funds may be used as outlined in the approved budget only. AWARDEE will not use funds for political support or to carry out lobbying efforts of propaganda, or to otherwise attempt to influence any legislation, within the meaning of IRC Section 4945 and the Treasury; or to engage in, support or promote violence, terrorist activity or related training of any kind.
4. AWARDEE will maintain a separate accounting of the use of contract funds to enable confirmation of expenditures incurred pursuant to this contract.
5. No substantial variances, including the use of budgeted funds and project scope and deliverables, will be made from the contract application or the schedule outlined in Attachment C without IPHI’s prior written approval.
6. AWARDEE will inform IPHI immediately of (a) any change in its organizational leadership or key personnel or (b) any material change or adverse development relative to its financial condition, operations, activities or affairs. No payment hereunder shall be required to be made at any time after AWARDEE ceases to be a legal corporate entity.
7. AWARDEE will have full control of the disposition of the contract and accepts responsibility for complying with this contract agreement’s terms and conditions.
8. The AWARDEE shall not assign or otherwise transfer any of its rights or duties except as may be specified in Attachments A-C.
9. AWARDEE agrees to promptly respond to interim inquiries and requests for information from IPHI regarding uses of the contract funds, compliance with the terms of the contract and progress made towards achieving the goals of the contract, pursuant to the list of expectations in Attachment A.
10. AWARDEE acknowledges that IPHI and its representatives have made no actual or implied promise of funding or renewal of funding in addition to amounts provided under this agreement.
11. It is understood that by signing this contract agreement, AWARDEE agrees that it will conduct all activities to be funded by this contract in compliance with all applicable federal, state and local laws, regulations and



ordinances including, without limitation: a) all laws relating to applicable anti-terrorist financing and asset-control laws, statutes and executive orders, and b) privacy and confidentiality of patient health information including, without limitation, the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 (“the HIPAA Privacy Regulations”).

- 12. AWARDDEE agrees to ensure that all potential recipients and participants of AWARDDEE’s programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.
- 13. For publications, AWARDDEE must contact the IPHI at least two weeks before the desired date of publicity for review and approval by IPHI. AWARDDEE shall not issue press releases or make any public statements referring to this contract or use IPHI’s name or logo without the prior written consent from IPHI. Press releases, public announcements, statements, campaign reports, or materials that mention the contract must receive advance written approval from IPHI. AWARDDEE shall provide IPHI with copies of all final press releases, public announcements and/or publications related to this contract. IPHI may make information about this contract public at any time via their websites, presentations or as part of their public reports, and documents.
- 14. AWARDDEE hereby agrees to the fullest extent permitted by law to defend, indemnify and hold harmless IPHI, their officers, employees and agents from and against all claims, liabilities, losses and expenses (including reasonable attorney’s fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of AWARDDEE, its directors, employees or agents in obtaining or accepting the contract from the IPHI, in expending or applying the proceeds of the contract from the IPHI, or in carrying out the project or program.
- 15. If IPHI terminates this contract for cause, or if AWARDDEE ceases to be a legal corporate entity, AWARDDEE shall immediately return to IPHI any funds in the AWARDDEE’s possession that AWARDDEE has not earned or is not entitled to keep as of the date of the termination or date of corporate status changes. In addition to the circumstances cited above, IPHI shall have cause to terminate the contract if AWARDDEE becomes unable to carry out the purposes of the contract, AWARDDEE uses funds for a purpose other than those set forth in this contract without written approval, or AWARDDEE is in breach of any term of the contract. IPHI reserves the right to request immediate reimbursement of any funds used for purposes other than those for which the contract was made or to which IPHI has consented.

For the Illinois Public Health Institute

	Elissa J. Bassler, CEO	
Signature	Name/Title	Date

On behalf of **Fort Bend County Social Services**, I understand and agree to the foregoing terms and conditions of the IPHI’s contract and hereby certify my authority to execute this agreement.

Signature	Name/Title	Date