

STATE OF TEXAS

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**COUNTY OF FORT BEND**

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**INTERLOCAL AGREEMENT  
BETWEEN FORT BEND COUNTY AND TEXANA CENTER FOR  
FORENSIC ASSERTIVE COMMUNITY TREATMENT /INTENSIVE MENTAL HEALTH SERVICES  
AND SUBSTANCE ABUSE SERVICES**

THIS AGREEMENT ("Agreement") is now made by and between Fort Bend County, Texas ("County"), a body corporate and politic under the laws of the State of Texas acting pursuant to the duly authorized act of its Commissioner's Court, and TEXANA Center ("TEXANA"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended.

**WITNESSETH**

**WHEREAS**, the Texas Health and Human Services Commission has established a grant program under Texas Government Code Chapter 531 for community collaborations to divert certain individuals with mental illness from the criminal justice system;

**WHEREAS**, a specific goal of the grant program is to reduce recidivism by, the frequency of arrests of, and incarceration of persons with mental illness;

**WHEREAS**, a requirement of the grant is that the community collaboration includes a county, a local mental health authority that operates in the county, and each hospital district, if any, located in the county;

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS, TEXANA** is the local mental health authority and an agency of the State of Texas whose primary purpose is to provide mental health services in the community and who has received a community collaboration grant;

**WHEREAS**, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act; and

**WHEREAS**, TEXANA understands and acknowledges that this Agreement is totally or partially funded with federal and/or state funds, and TEXANA agrees to comply with all federal and/or state requirements for such funds; and

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

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 **Terms Stated Above.** For the purposes of the Agreement, the terms "Agreement," "County," and "TEXANA," shall have the meanings indicated above.
- 1.2 **Additional Terms.** In addition to Section 1.1 above and for purposes of this Agreement, the following terms shall have the meanings assigned below:
- A. "Services" means Forensic Assertive Community Treatment/Intensive Mental Health Services and access to Substance Abuse services, as more fully described in Section 3.4.
  - B. "Agreement Sum" means the amount of Five Hundred Thousand dollars and 00/100 (\$500,000.00) reimbursed by County to TEXANA reimbursements and/or incurred expenses during this Agreement Term.
  - C. "Expenses" means TEXANA costs that are completely attributable to and associated with the provision of services under this Agreement.
- 1.3 **"Participant"** means an individual in contact with the justice or law enforcement systems that has been selected for, has consented to and is enrolled in one or more of the Services.

**SECTION II**  
**AGREEMENTS OF FORT BEND COUNTY**

County agrees as follows:

- 2.1 **Expenses.** County will provide, by way of reimbursements to TEXANA or through County incurred expenses, a cumulative amount not to exceed the Agreement Sum in support of the Services provided by this Agreement. The County Auditor will remit payment to TEXANA upon receipt of invoice that confirms that all requirements in this Agreement to date of invoice have been performed and approval by County's Behavioral Health Director that the submitted expenses have funded services within budgetary and programmatic compliance in furtherance of the goals identified by County. No payment shall issue to TEXANA without approval of expenses from the County's Behavioral Health Director.
- 2.2 **Facilitation and Coordination of Services.** County will facilitate and coordinate TEXANA's provision of Services with the Fort Bend County Sheriff's Office, Fort Bend County Behavioral Health Services, the Fort Bend County Courts, the Fort Bend County District Attorney's Office, and other parties that TEXANA and County believe are necessary for service provision.
- 2.3 **Goals and Outcomes.** TEXANA will copy the County Behavioral Health Director monthly on the goals/outcomes established collaboratively with the County Behavioral Health Director and approved by HHSC as part of the application process. These goals/outcomes are required to

be reported monthly via the template approved for use by HHSC.

2.4 Jail Data. County will be responsible for reporting the number of individuals in the jail as of the last day of the preceding month and the number of those individuals with mental illness to TEXANA to be reported on the HHSC reporting template.

### **SECTION III** **AGREEMENTS OF TEXANA**

TEXANA agrees as follows:

3.1 Weekly Meetings. TEXANA will meet with the County's mental health team, which will include representatives from the jail, probation, district attorney's office, behavioral health services, and public defenders at the jail, weekly to review and discuss individuals with serious mental health histories and either an upcoming or recent release from incarceration who may be eligible for the SB292 project. The primary focus of the team meeting is to determine potential individuals eligible for the SB292 project. Once an individual has been determined to be potentially eligible, and capacity identified in the program, TEXANA will follow through with assessing the individual. If the individual agrees to participate in the program the Forensic Assertive Community Treatment Team (FACT) will follow through providing treatment and coordination for that individual upon their release from jail.

3.2 Jail Diversion Coordinator. TEXANA will hire and supervise a Jail Diversion Coordinator. The SB292 project includes a dedicated jail diversion coordinator who assesses individuals identified to be potentially eligible for the SB292 project. This position requires experience in working with people with serious mental illnesses, co-occurring substance use disorders, and criminal justice system involvement. Alignment of this position with TEXANA'S Forensic Assertive Community Treatment (FACT) team will increase the team's capacity to engage people leaving the jail.

3.3 Liaison. The Jail Diversion Coordinator will serve as the liaison with the justice system and will work closely with the jail, the courts, probation departments and The County's Department of Behavioral Health Services. The Jail Diversion Coordinator will also be responsible for follow-ups after participants have been discharged from the program.

3.4 Services and Supports. TEXANA will provide (directly or by subcontractor approved by County) Participants with Forensic Assertive Community Treatment (FACT) including all services in LOC-4, as clinically warranted including but not limited to:

- A. Access to appropriate behavioral health services
- B. Continuity of care for individuals exiting county and local jails
- C. Access to timely treatment services
- D. Implementation of evidence-based practices
- E. Consumer transportation and access to treatment
- F. Access to housing

- G. Employing or contracting for a Recovery Coach for Substance Abuse
- H. Ensuring continuity of care with the Fort Bend County Jail Diversion Coordinator to make sure all supervision and court requirements for participants are met.

3.5 Reporting: TEXANA will submit monthly written reports to the County's Behavioral Health Director that include the metrics required by the State of Texas and additional metrics including:

- A. TMACT fidelity metric OS-7 –consumers being actively engaged
- B. Number of Consumers Enrolled in the Program
- C. Number of Consumers Discharged
- D. Reason for discharge (e.g., transition to lower level of care, moved out of county, hospitalization, incarceration).
- E. Living environment ( own home, living with a family member, group home, etc.) –identify living type of living environment for participants
- F. Inpatient utilization (number of admissions and number of days)
- G. Emergency department utilization (number of visits)
- H. Jail utilization (number of bookings and number of days)
- I. Percentage of people with serious mental illness and ANSA determination of Level of Care 4 who receive a face-to-face FACT service within 48 hours of discharge/release from jail.
- J. Follow-up data ( at 30 days post discharge, 6 months post discharge and 12 months post discharge) for individuals discharged from the program including: living environment, jail utilization (booking and days), inpatient utilization, employment, benefits, and connected with services.

3.6 Payment.

- A. Net Costs Schedule. Not later than forty-five (45) days after the Termination Date, provide County a sufficiently itemized written schedule, in a HHSC approved expense reporting template detailing the Costs of each Service during the Agreement Term.
- B. Not later than the fifteenth (15th) day of each month during the Agreement Term, submit a written request to the County Behavioral Health Director who will approve or deny the expenses before forwarding the request to the County Auditor.
- C. Disputed Cost Schedule Amounts. After receipt of a written disputed Payment Request Submission to meet in good-faith with County to discuss and resolve any disputed expenses or amount(s).

#### SECTION IV MUTUAL AGREEMENTS

County and TEXANA agree as follows:

4.1 Effective Date, Termination Date, and Term. This Agreement is effective as of October 1,

2020 (the "Effective Date") and shall terminate September 30, 2022 (the "Termination Date"). The term of this Agreement shall be interval between the Effective Date and Termination Date, inclusive of said Dates (the "Agreement Term").

- 4.2 Continuous Quality Improvement – TEXANA and the County will meet quarterly to review program goals and outcomes. Data from all metrics will reviewed. TEXANA and the County will review utilization of services, including pre and post enrollment data (at least one year post discharge) to discern projects' impact on hospital and jail use over time.
- 4.3 Programs. The Parties agree to mutually collaborate in providing community programs that include behavioral health care services for individuals with a mental illness and /or co-occurring substance abuse and psychiatric disorders with unmet behavioral health needs encountering the criminal justice system; and facilitating the local cross-agency coordination of behavioral health, physical health, and jail diversion services for individuals with mental illness involved in the criminal justice system.
- A. The provision of forensic assertive community treatment with an outreach component; and
  - B. The provision of intensive mental health services and access to substance abuse treatment not readily available in the county.
- 4.4 Participant Selection. The potential program participants will be identified through Fort Bend County Behavioral Health Services, Fort Bend County detention staff, the Fort Bend County courts, or the Fort Bend County CIT officers. TEXANA may identify potential candidates at the Crisis Center or outpatient clinics. If the individual wishes to participate in the program then a referral form will be completed and shared with the other lead agency. Both Fort Bend County and TEXANA Center staff that oversee the project must agree the candidate qualifies for the program and will be open to the program. The services provided to the Participant will be driven by the Participant's need. In some cases the Participant will be able to have all services covered by one agency partner and in other cases all partners may provide services to fit the need of the Participant.
- 4.5 Eligibility. The eligibility criteria for Participants receiving Services are:
- A. A documented serious mental illness,
  - B. At least one or more incarcerations in the past 12 months, and
  - C. Must be a Fort Bend County resident
- 4.6 County Control. County exercises no control over TEXANA, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that County shall review and approve Payment Request Submission for the propose of budgetary and programmatic compliance for any reimbursement from County. This Agreement shall not be construed as creating an employer/employee relationship between County and TEXANA.

- 4.7 TEXANA Control. TEXANA exercises no control over County or its respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between TEXANA and County.
- 4.8 Captions and Headings. The captions and headings used in this Agreement are for convenience only and do not limit the contents of the Agreement.
- 4.9 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be subject to applicable privacy and confidentiality of medical information and medical record laws, and the Parties agree to comply in all material respects with such laws. The Parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing the Services and which are unrelated to the administration of this Agreement.
- 4.10 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the Parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Effective Date.
- 4.11 No Subcontracting or Assignment Binding Effect. The Parties shall not subcontract or assign this Agreement to any other party or parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 4.12 Liability. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the provision of services by any other Party.
- 4.13 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement.
- 4.14 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

To County: Fort Bend County  
Attn: County Judge  
401 Jackson St.  
Richmond, Texas 77469  
To TEXANA: TEXANA Center  
Attn: George Patterson, Chief Executive Officer  
4910 Airport, Building B  
Rosenberg, Texas 77471

- 4.15 Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each Party's performance under this Agreement.
- 4.16 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge that they may be covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the "Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties' mutual compliance with the Privacy Standards.
- 4.17 Amendment. This Agreement may be amended only by written agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 4.18 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 4.19 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Fort Bend County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.

- 4.20 **Severability.** If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 4.21 **Records and Access.** Upon written request of County, or any of their duly authorized agents or representatives, TEXANA shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by TEXANA during the Agreement Term.
- 4.22 **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.**
- A. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code:** By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. **Texas Government Code Section 2251.152 Acknowledgment:** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153
- 4.23 **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

*{Remainder of Page Intentionally Left Blank}*

*{Execution page follows}*



IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

*KP George*

KP George, County Judge

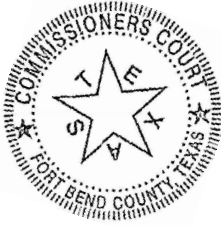
11-9-2021

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



TEXANA CENTER

*G Patterson*

George Patterson, M.A., L.P.C.

Chief Executive Officer

11.1.2021

Date

REV IEWED  
*M. Connie Almeida*  
M. Connie Almeida, PhD  
Director of Behavioral Health Services

Attachment: Federal Clauses

I:\agreements\2021 agreements\bhs\texana Interlocal (21-behhlth-101053)\fbc and texana Interlocal (kc) - 09.21.2021\ 10.27.2021

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 500,000.00 to pay the County's obligation in the aforementioned Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

Date 11-9-2021

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving "federally assisted construction work."

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such 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 for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141-3148), when required by Federal program legislation, all prime

construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current pre- vailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

7. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited

from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

### 13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, 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 contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (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.