

**INTERAGENCY COOPERATION CONTRACT  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000432300001**

**THE DEPARTMENT OF STATE HEALTH SERVICES** (“Receiving Agency” or the “System Agency”) and Texas A&M Agrilife Extension Service, State Agency Number 555, (“Performing Agency”), each a “Party” and collectively the “Parties,” enter into the following contract for the development and implementation of curricula for early childhood obesity prevention (the “Contract”) pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the Texas Government Code.

**I. CONTRACT REPRESENTATIVES**

The following will act as the Representative authorized to act on behalf of their respective Party.

Performing Agency

Name: Texas A&M Agrilife Extension Service  
Address: 400 Harvey Mitchel Parkway  
City and Zip: College Station, TX 77845  
Contact Person: Julie Bishop  
Telephone: 979-862-6777  
E-Mail Address: [jbishop@tamu.edu](mailto:jbishop@tamu.edu)  
Agency Number: 555

Receiving Agency

Name: Department of State Health Services  
Address: PO Box 149347, Mail Code 1990  
City and Zip: Austin, Texas 78714  
Contact Person: Kim Ruemke  
Telephone: 512-776-3508  
E-Mail Address: [Kim.Ruemke@dshs.texas.gov](mailto:Kim.Ruemke@dshs.texas.gov)  
Agency Number: 537

**II. STATEMENT OF SERVICES TO BE PROVIDED**

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract as described in **Attachment A -- Statement of Work**.

**III. CONTRACT PERIOD AND RENEWAL**

The Contract is effective on May 1, 2019, and terminates on April 30, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

**IV. AMENDMENT**

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

## V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed **THREE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$344,676.00)**, as provided for in **Attachment B -- Budget**.

## VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Department of State Health Services  
1100 West 49<sup>th</sup> Street, MC 1911  
Austin, Texas 78756  
Attention: General Counsel

### **Performing Agency**

Texas A&M Agrilife Extension Service  
400 Harvey Mitchell Parkway  
College Station, Texas 77845  
Attention: Tanya Gamez  
[tgamez@tamu.edu](mailto:tgamez@tamu.edu)

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

## VII. CERTIFICATIONS

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- B. Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under DSHS Contracting Authority, which is Texas Health and Safety Code Chapter 12 and 1001 and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under Chapter 85 of the Texas Education Code.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000432300001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**TEXAS A&M AGRILIFE EXTENSION SERVICE**

DocuSigned by:  
*Manda Hall, M.D*  
S 202CEA5A9C164E2...

DocuSigned by:  
*Julie Bishop*  
Sig F9876992A41C4D8...

Manda Hall, M.D  
Printed Name

Julie Bishop  
Printed Name

Associate Commissioner, Community Health Improvement  
Title

Associate Executive Director  
Title

April 15, 2019  
Date

April 15, 2019  
Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000432300001 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A -- STATEMENT OF WORK**
- ATTACHMENT B -- BUDGET**
- ATTACHMENT C -- UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D -- SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT F -- FEDERAL ASSURANCES AND CERTIFICATIONS**

## ATTACHMENT A STATEMENT OF WORK

### **I. GRANTEE RESPONSIBILITIES**

Texas A&M AgriLife Extension Service (AgriLife Extension) will develop three (3) curricula to implement early childhood obesity prevention best practices in coordination with the University of North Carolina's online Nutrition and Physical Activity Self-Assessment for Child Care ("Go NAP SACC") self-assessment system, action planning, and educational tools:

#### **A. Deliverable 1: Face-to-Face Train-the-Trainer Workshop for Go NAP SACC Technical Assistance Consultants**

Develop an instructor-led, train-the-trainer workshop for childcare training professionals (e.g., child care health consultants, County Extension Agents, trainers in the Texas Early Childhood Professional Development System Trainer Registry) on best practices in alignment with Go NAP SACC. Professionals who complete this curriculum and the University of North Carolina Go NAP SACC training can apply with Texas Association for the Education of Young Children to become Go NAP SACC Technical Assistance Consultants who can assist childcare providers to implement best practices aligned with Go NAP SACC. Revise workshop three (3) times using feedback from 1) DSHS and partners, 2) training professionals, and 3) Harris County pilot evaluation results. The curriculum will include the following components:

- PowerPoint slide presentation, divided into separate modules reflecting the topics in Go NAP SACC
- Speaker notes/script to accompany the PowerPoint presentation
- Handouts summarizing key concepts covered in the training
- Instructions for accessing Go NAP SACC system and resources
- Instructions for completing required University of North Carolina Go NAP SACC Technical Assistance Consultant trainings
- Contact information of instructor and attendees of attended training
- Evaluation to assess the effectiveness of the training

The train-the-trainer materials will be made available in printed and electronic formats for professionals to conduct additional trainings for child care providers and directors. Attendees of the train-the-trainer workshops will be expected to commit to delivering the training a certain number of times within a 12-month period following participation in the train-the-trainer workshop and will be asked to report key data about their use of the training curriculum via a customized data entry portal, which will include a reporting dashboard where trainers can view key evaluation data from their trainings. AgriLife Extension will keep a log of all Go NAP SACC Technical Assistance Consultants.

Market and disseminate the workshop:

- Distribute commitment forms and invitations to County Extension Agents – Family &

Community Health to complete the face-to-face curriculum and required University of North Carolina trainings to become Go NAP SACC technical assistance consultants in Harris County and surrounding Houston-area counties.

- Deliver the train-the-trainer workshop a minimum of 3 times in Harris County and surrounding Houston-area counties.

**B. Deliverable 2: Online Professional Development Clock Hours for Childcare Directors and Teachers and Child Care Health Consultants**

Develop a series of seven (7) online courses of professional development clock hours for child care directors and teachers and child care health consultants (CCHCs). Revise courses two (2) times using feedback from 1) DSHS and partners and 2) child care directors, teachers, and CCHCs.

Courses will be tailored to the audience, will offer practical strategies for preventing early childhood obesity, and will be aligned with best practices and content from the Go NAP SACC system. Each course will contain a downloadable written script (available in PDF format), relevant on-screen text and graphics, voice narration, streaming video clips to illustrate core concepts taught in the course, handout(s) summarizing course content, interactive activities designed to allow participants to apply concepts taught in the course, pre- and post-tests to measure participant knowledge of course content, and a participant feedback survey.

An online interface (i.e., website with course catalog and registration system) will be developed to host the curriculum on AgriLife Extension's Family & Community Health online course system website and cross-list curriculum on AgriLife Extension's Early Childhood Educator Online Training Program website (childcare.tamu.edu) to reach the broadest possible audience. The interface will be assigned a unique URL (web address) that will enable users to access the site directly to enroll in courses. Agency/organization logos from DSHS and AgriLife Extension will be placed on the interface.

The online interface will enable the audience to create a personal username and password that will be used each time they log on to the system to register for and/or complete courses. The online interface will generate an online transcript containing users' contact information, courses registered in and completed, and post-test scores for each participant that will be accessible to users while they are logged on to the interface system.

**C. Deliverable 3: Online Courses for Parents**

Develop a series of seven (7) online courses for parents of children who attend childcare.

Courses will offer practical strategies for preventing early childhood obesity and will be aligned with best practices and content from the Go NAP SACC system. Each course will contain a downloadable written script (available in PDF format), relevant on-screen text and graphics, voice narration, streaming video clips to illustrate core concepts taught in the course, handout(s) summarizing course content, interactive activities designed to allow participants to

apply concepts taught in the course, pre- and post-tests to measure participant knowledge of course content, and a participant feedback survey.

Courses will be hosted on AgriLife Extension's Family & Community Health online course system website. The interface will be assigned a unique URL (web address) that will enable users to access the site directly to enroll in courses. Agency/organization logos from DSHS and AgriLife Extension will be placed on the interface.

The online interface will enable the audience to create a personal username and password that will be used each time they log on to the system to register for and/or complete courses. The online interface will generate an online transcript containing users' contact information, courses registered in and completed, and post-test scores for each participant that will be accessible to users while they are logged on to the interface system.

<b>Activities:</b>	<b>Due Dates</b>
<b>Deliverable #1: Go NAP SACC Technical Assistance Consultant Face-to-Face Train-the-Trainer Curriculum and Delivery</b>	
1. In coordination with partners, create and submit draft FY 2019 work plan.	May 10, 2019
2. Submit revised FY 2019 work plan.	May 24, 2019
3. Participate in a planning call and a training webinar with University of North Carolina on use of the Go NAP SACC tools.	June 31, 2019
4. Develop a face-to-face train-the-trainer workshop for training Go NAP SACC Technical Assistance (TA) Providers. Provide opportunity for DSHS Obesity Prevention Program, DSHS Maternal and Child Health, and relevant partners to review face-to-face instructor-led curriculum.	August 31, 2019
5. Distribute commitment forms and invitations to County Extension Agents – Family & Community Health in Harris County and surrounding Houston-area counties to complete the face-to-face curriculum and required University of North Carolina trainings to become Go NAP SACC technical assistance consultants.	September 29, 2019
6. Revise and submit face-to-face instructor-led content curriculum.	September 29, 2019
7. Test face-to-face workshop with up to 35 childcare training professionals (CCHCs, County Extension Agents, and other trainers).	October 31, 2019
8. Revise curriculum as indicated by testing results.	November 15, 2019
9. Deliver face-to-face instructor-led curriculum	February 28, 2020

to child care health consultants and County Extension Agents in Harris County a minimum of 3 times.	
10. Revise curriculum using evaluation results from Harris County pilot.	May 29, 2020
<b>Deliverable 2: Online Professional Development Clock Hours for Childcare Directors and Teachers and Child Care Health Consultants</b>	
11. In coordination with partners, create and submit draft FY 2020 work plan.	October 11, 2019
12. Submit revised FY 2020 work plan.	November 1, 2019
13. Participate in a planning call and a training webinar with University of North Carolina on use of the Go NAP SACC tools, as needed.	May 31, 2020
14. Develop seven (7) courses of online professional clock hours for childcare teachers and directors and child care health consultants. Align courses with best practices and content from the Go NAP SACC system. Provide opportunity for DSHS Obesity Prevention Program, DSHS Maternal and Child Health, and relevant partners to review professional clock hours as courses are developed.	July 31, 2020
15. Distribute commitment forms and invitations to County Extension Agents – Family & Community Health in next service area to complete the face-to-face curriculum and required University of North Carolina trainings to become Go NAP SACC technical assistance consultants.	August 31, 2020
16. Revise and submit courses.	August 31, 2020
17. Test courses with up to 200 childcare teachers, childcare directors, and child care health consultants.	September 29, 2020
18. Make revisions to courses as indicated by testing results. Submit link to revised courses.	October 31, 2020
<b>Deliverable 3: Online Courses for Parents</b>	
19. In coordination with partners, create and submit draft FY 2021 work plan.	September 4, 2020
20. Submit revised FY 2021 work plan.	September 25, 2020
21. Participate in a planning call and a training webinar with University of North Carolina on use of the Go NAP SACC tools, as needed.	November 30, 2020
22. Engage County Extension Agents in priority communities to recruit childcare facilities to participate in Go NAP SACC recognition	November 30, 2020



program.	
23. Develop seven (7) online courses for parents of children in childcare. Align courses with best practices and content from the Go NAP SACC system. Provide opportunity for DSHS Obesity Prevention Program, DSHS Maternal and Child Health, and relevant partners to review courses as they are developed.	February 28, 2021
24. Revise and submit online courses for parents.	March 31, 2021

**Other Required Activities:**

- A. Participate in monthly planning calls with the University of North Carolina.
- B. Submit monthly written updates to DSHS Obesity Prevention Program at [Christina.Thi@dshs.texas.gov](mailto:Christina.Thi@dshs.texas.gov) and [bringinghealthyback@dshs.texas.gov](mailto:bringinghealthyback@dshs.texas.gov) and DSHS MCH at [Ramah.Leith@dshs.texas.gov](mailto:Ramah.Leith@dshs.texas.gov) by the third Thursday of each month.
- C. Submit quarterly evaluation updates on CDC performance measures using a template provided by DSHS to DSHS Chronic Disease Epidemiology by the following dates:
  - a. June 17, 2019
  - b. September 16, 2019
  - c. December 16, 2019
  - d. March 16, 2020
  - e. June 15, 2020
  - f. September 15, 2020
  - g. December 15, 2020
  - h. March 15, 2021
- D. Participate in monthly update and coordination calls with DSHS Obesity Prevention Program and relevant partners.
- E. Engage partners to promote and market Deliverables 1, 2, and 3 to target audiences.
- F. Administrative duties as necessary for developing, implementing, and evaluating Go NAP SACC recognition program.

**II. PERFORMANCE MEASURES**

- A. System Agency will monitor the performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions. All services and deliverables under the Contract will be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. All services and deliverables under the Contract will be reviewed and accepted by the DSHS Obesity Prevention Program.

**B. INVOICE AND PAYMENT**

- A. Performing Agency will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov)

ATTACHMENT B  
BUDGET

Contract No. HHS000432300001

Categorical Budget: May 1, 2019 – April 30, 2021

	YEAR 1	YEAR 2	YEAR 3	TOTAL
PERSONNEL	\$46,048.00	\$72,546.00	\$57,243.00	\$175,837.00
FRINGE BENEFITS	\$14,050.00	\$21,900.00	\$17,129.00	\$53,079.00
TRAVEL	\$488.00	\$1,464.00	\$0.00	\$1,952.00
EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
SUPPLIES	\$4,950.00	\$150.00	\$0.00	\$5,100.00
CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00
OTHER	\$18,025.00	\$9,075.00	\$2,500.00	\$29,600.00
TOTAL DIRECT CHARGES	\$83,561.00	\$105,135.00	\$76,872.00	\$265,568.00
INDIRECT CHARGES	\$24,933.00	\$31,113.00	\$23,062.00	\$79,108.00
TOTAL	\$108,494.00	\$136,248.00	\$99,934.00	\$344,676.00
Match	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	<b>\$108,494.00</b>	<b>\$136,248.00</b>	<b>\$99,934.00</b>	<b>\$344,676.00</b>

HHSC Uniform Terms and Conditions Version 2.14  
Published and Effective: September 1, 2017  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions -**  
**State Governmental Body**  
**Version 2.14**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS ..... 3

    1.01 Definitions ..... 3

    1.02 Interpretive Provisions ..... 4

ARTICLE II CONSIDERATION..... 5

    2.01 Expenses..... 5

    2.02 Funding..... 5

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS .... 6

    3.01 Federal Assurances..... 6

    3.02 Federal Certifications ..... 6

ARTICLE IV INTELLECTUAL PROPERTY ..... 6

    4.01 Intellectual Property ..... 6

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE ..... 6

    5.01 Access to records, books, and documents ..... 6

    5.02 Response/compliance with audit or inspection findings ..... 7

    5.03 SAO Audit..... 7

    5.04 Recapture of Funds..... 7

    5.05 Public Information and Confidentiality..... 7

    5.06 Data Security ..... 8

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION ..... 8

    6.01 Contract Management ..... 8

    6.02 Termination for Convenience..... 8

    6.03 Termination for Cause..... 8

    6.04 Equitable Settlement ..... 9

ARTICLE VII MISCELLANEOUS PROVISIONS ..... 9

    7.01 Technical Guidance Letters..... 9

    7.02 Survivability ..... 9

    7.03 No Waiver ..... 9

    7.04 Standard Terms and Conditions ..... 9

## ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverables” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Assurances” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Parties” means the System Agency and Performing Agency, collectively.

“Party” means either the System Agency or Performing Agency, individually.

“Performing Agency” means the State Agency providing the goods or services defined in this Contract.

“Project” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Receiving Agency](#)” means the State agency receiving the benefit of the goods or services provided under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

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

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontractor](#)” means an individual or business that performs part or all of the obligations of Performing Agency under this Contract.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Performing Agency.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

**1.02 Interpretive Provisions**

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

## ARTICLE II CONSIDERATION

### 2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

### 2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Performing Agency for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Performing Agency, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract.



In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

### ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

#### 3.01 Federal Assurances

Performing Agency further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Performing Agency is in compliance with each of the requirements reflected therein.

#### 3.02 Federal Certifications

Performing Agency further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Performing Agency is in compliance with each of the requirements reflected therein. In addition, Performing Agency certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.

### ARTICLE IV INTELLECTUAL PROPERTY

#### 4.01 Intellectual Property

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Performing Agency must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Performing Agency for the services authorized under this Contract.

### ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

#### 5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency’s affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their

authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

**5.02 Response/compliance with audit or inspection findings**

- A. At Performing Agency's sole expense, Performing Agency must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
  
- B. As part of the Services, Performing Agency must provide to HHSC upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

**5.03 SAO Audit**

Performing Agency understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Performing Agency agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Performing Agency and the requirement to cooperate is included in any Subcontract it awards.

**5.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Performing Agency to offset overpayments made to the Performing Agency. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

**5.05 Public Information and Confidentiality**

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in

accordance therewith. Performing Agency shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Performing Agency and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Performing Agency or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

**5.06 Data Security**

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

**ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION**

**6.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Performing Agency to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Performing Agency found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

**6.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

**6.03 Termination for Cause**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or

orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract.

**6.04 Equitable Settlement**

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE VII MISCELLANEOUS PROVISIONS**

**7.01 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

**7.02 Survivability**

All obligations and duties of the Performing Agency not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

**7.03 No Waiver**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

**7.04 Standard Terms and Conditions**

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Performing Agency hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Performing Agency.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.
- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.

- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT D  
TEXAS A&M  
SUPPLEMENTAL & SPECIAL CONDITIONS**

**Supplemental Conditions**

The following Supplemental Conditions for this Contract apply to this Contract and modify this Contract's HHS Uniform Terms and Conditions.

The Uniform Terms and Conditions, State Governmental Body, Version 2.14, Attachment C of this Contract, are revised as follows:

- A. The last sentence of Section 2.02(B), Funding, is revised to read as follows:

Nothing in this provision shall be construed as a waiver of sovereign immunity by either Party.

- B. The fourth sentence of Section 2.02(C), Funding, is revised to read as follows:

Performing Agency will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions.

- C. Section 4.01, Intellectual Property, is deleted in its entirety and replaced with the following:

4.01 Intellectual Property

A. To the extent any Work results in the creation of Intellectual Property, all rights, title, and interest in and to such Intellectual Property shall vest in the Party that creates such Intellectual Property, notwithstanding System Agency's rights under Texas Health and Safety Code Section 12.20.

B. Performing Agency agrees to grant to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all Deliverables and any Intellectual Property invented or created by Performing Agency, Performing Agency's contractor, or a subcontractor in the performance of the Project. Performing Agency will require its contractors to grant such a license in any subcontracts under this Contract.

The System Agency shall have the right to review and provide comment to any written report, publication or other literature including copyrightable Intellectual Property invented or created in the performance of this Contract, prior to the publication of such literature. Performing Agency agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least thirty (30) days prior to publication. Performing Agency agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission.

- D. Section 5.01, Access to records, books, and documents, is deleted in its entirety and replaced with the following:

In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or Subcontractors shall permit, during reasonable business hours, the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access at reasonable business hours upon reasonable notice to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents (to the extent original documents are archived by the Performing Agency in accordance with federal or state law) related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

- E. Section 5.05, Public Information and Confidentiality, is deleted in its entirety and replaced with the following:

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Performing Agency shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent allowed by law, the provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

Should the work under this Contract require the exchange of any confidential information, the parties agree to execute a separate nondisclosure or data use agreement to control the handling and protection of such information.

- F. Section 7.04(C), Standard Terms and Conditions, is deleted in its entirety and replaced with the following:



C. The System Agency shall own, and Performing Agency hereby assigns to the System Agency, all right, title, and interest in all tangible Work. The foregoing sentence does not apply to the allocation of intellectual property rights as described in paragraph C, above.

G. Section 7.04(E), Standard Terms and Conditions, is deleted in its entirety and replaced with the following:

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY OR THE PERFORMING AGENCY.**

### **SPECIAL CONDITIONS**

#### **SECTION 1.01 NOTICE OF CONTRACT ACTION**

Performing Agency shall notify their assigned contract manager if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

#### **SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- a. Performing Agency shall immediately report in writing to their contract manager when Performing Agency has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
  1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
  2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Performing Agency shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

**SECTION 1.04 PERFORMING AGENCY'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

The Performing Agency shall notify in writing their contract manager assigned within ten days of any change to the Performing Agency's Contact Person or Key Personnel.

**SECTION 1.05 PERFORMING AGENCY'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.**

Performing Agency certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Performing Agency owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c. Applying to all employees and visitors in this designated area; and
- d. Providing for or referring its employees to tobacco use cessation services.  
If Performing Agency cannot meet these minimum standards, it must obtain a waiver from the System Agency.

**SECTION 1.06 FORCE MAJEURE**

- A. To the extent either Party experiences a circumstance, beyond its reasonable control, such as loss of key personnel, essential equipment, necessary research facilities, cost-share funding, or other essential resources that impedes its continued performance of obligations under this Contract, the Parties agree to negotiate in good faith to amend the Contract, up to and including termination of the Contract, as may be in the best interests of the Parties. In the event the Parties are unable to agree, the Parties shall treat such circumstance or event as a Force Majeure event. If Performing Agency terminates the Contract pursuant to this Section, System Agency shall have a full right of access to all materials related to Contract performance maintained by Performing Agency.
- B. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events, other than Termination for Convenience under Section 6.02 or Termination for Cause under Section 6.03, that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. To the extent the Force Majeure event is triggered by Section 8.01 (A), above, equitable settlement under Section 6.04 will apply. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

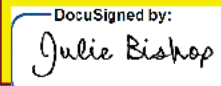
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:                    F9876992A41C4D6...</p>	<p>TITLE</p> <p>Associate Executive Director</p>
<p>APPLICANT ORGANIZATION</p> <p>Texas A&amp;M AgriLife Extension Service</p>	<p>DATE SUBMITTED</p> <p>April 15, 2019</p>

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* APPLICANT'S ORGANIZATION

Texas A&M AgriLife Extension Service

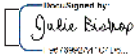
\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name: Julie Middle Name:

\* Last Name: Bishop Suffix:

\* Title: Associate Executive Director

\* SIGNATURE:

 Julie Bishop

\* DATE: April 15, 2019