

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000438700001**

I. PURPOSE

THE DEPARTMENT OF STATE HEALTH SERVICES, OFFICE OF BORDER HEALTH (“System Agency”), and HIDALGO COUNTY HEALTH AND HUMAN SERVICES (“Contractor”) (each a “Party” and collectively “Parties”) enter into the following contract to facilitate four Binational Health Council meetings to strengthen communication and binational border collaboration.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions under the authority of the Texas Government Code Chapters 771 or 791, as applicable.

III. DURATION

The Contract is effective on the last date signed below and end on August 31, 2020. The Parties may extend this Contract for an additional two (2) one-year term by executing a written amendment.

IV. BUDGET

This Contract will be funded on a cost reimbursement basis, with the total amount not to exceed **TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500.00)** for services rendered within the term of the Contract.

IV. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13), at <http://www.dshs.texas.gov/grants/forms.shtm>. Vouchers and supporting documentation should 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 49th Street
PO Box 149347
Austin, Texas 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.texas.gov

B. Grantee may submit vouchers on a monthly basis as costs are incurred.

V. **CONTRACT REPRESENTATIVES**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Texas Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Attention: Michael Avina, CTCM
michael.avina@dshs.texas.gov

Grantee

Hidalgo County Health and Human Services
1304 S. 25th Avenue
Eagle Pass, Texas 78852
Attention: Eduardo Olivarez
eddie.olivarez@hchd.org

VI. **LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency 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

Texas Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC1911
Austin, Texas 78756

Grantee

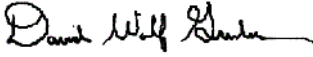
Hidalgo County Health and Human Services
100 East Cano St. 2nd Floor
Edinburg, Texas 78539
Attention: Richard F Cortez, CPA County Judge

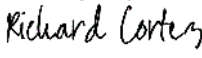
Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000438700001

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

DocuSigned by:

B113A8B1CFEC4CE...
David Gruber

DocuSigned by:

R 48B14348AA3D4D3... A
County Judge

Associate Commissioner for RLHS

Date of execution: May 14, 2019

May 17, 2019

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000438700001 ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:

- ATTACHMENT A -- STATEMENT OF WORK**
- ATTACHMENT B -- BUDGET**
- ATTACHMENT C -- UNIFORM TERMS AND CONDITIONS**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

PROJECT DESCRIPTION

Background

Binational Health Councils (known commonly as the COBINAS*) Binational Health Councils for U.S. - México border sister-cities were established during the XXI U.S. Mexico Border Health Association meeting in Nogales, Arizona in 1963. The initial purpose of the councils was to provide a vehicle for the promotion of unity and friendship between the health officials of neighboring cities. As the councils have matured, their purpose has evolved to include examining health needs, problems, and available programs with particular attention and concern to the Council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border.

Project Summary

- Activity/Event name: HIDA REY BHC meetings
- Activity/Event date: Meeting dates TBD
- Location (place, city & state) where the activity/event will occur: Hidalgo County Health and Human Services Department
- Is the activity/event local or binational? Binational

Goal

To provide a vehicle for the promotion of unity and friendship between the health officials of neighboring cities, examining health needs, problems, and available programs with particular attention and concern to the council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border.

Objectives

- To strengthen communication and binational border collaboration between the HIDA REY Binational Health Councils members.
- Provide Zika information to the community

HIDA REY BHC members and community in general.

Identify stakeholders and partners.

- Hidalgo County Health and Human Services Department – They will provide staff to attend and participate
- Secretariat of Health of Tamaulipas, Health Jurisdiction No. IV - They will provide some of the presenters and staff.
- Department of State Health Services-Region 11, Office of Border Public Health - They will provide staff to participate in the meetings and send announcements of meetings and Zika Action Day event.
- DSHS Preparedness Program - They will provide some of the presenters and staff.

- CDC - They will provide some of the presenters and staff.

Proposed Work Plan / Timeline

Have four HIDA-REY BHC meetings during the FY-19 and a Vector/ZIKA Action Day/ Health Education Event/ or Health Education Day

HIDA-REY BHC provides a vehicle for the promotion of unity and friendship between the health officials of neighboring cities, examining health needs, problems, and available programs with particular attention and concern to the Council's geographical area, and to consider how its members can promote joint actions in common benefit of the population of both sides of the border. During the meetings, members present updates on emerging issues, and presentation by subject matter experts on public health topics affecting the population of both sides of the border.

The Vector/ZIKA Action Day/ Health Education Event/ or Health Education Day (on any upcoming disease) is a community engagement event to reduce mosquito populations, protect the community against mosquito borne diseases or educate the public and any emerging diseases at hand. The event can inform and educate the binational community about vector-borne disease prevention behaviors or emerging diseases, provide trustworthy and accurate information about and offer the necessary tools and resources for taking action to prevent mosquito-borne infections or other emerging diseases.

The Health Education Day event will

- Gain a broad bird's eye view of the border and global vector prevention education or other disease in place
- Get the freshest updates from experts.
- Establish contacts with key local, federal and international agencies involved in the fight against ongoing transmission.
- Network with colleagues from both sides of the border.
- Learn how an organization/agency can prepare for an outbreak.

Benefits

- Promote joint actions to address health needs of the population of both sides of the border.
- Increased knowledge and awareness on emerging border public health issues.
- Increased knowledge and awareness about Vector control or other emergent disease of the moment
- Gain a broad bird's eye view of the border and global Vector control situation.
- Get the freshest updates from Vector control or other emergent disease of the moment experts.
- Establish contacts with key local, state, federal and international agencies involved in the fight against ongoing transmission.
- Network with colleagues from both sides of the border.
- Learn how an organization/agency can prepare for a Vector outbreak or of an emerging disease.

Anticipated Outcomes

- Increase knowledge – Eighty percent (80%) of persons attending the Zika Action Day Event will receive information about Zika.
- Increase knowledge on emerging border public health issues – All binational health council members will be better informed about public health issues that affect the border.
- All binational health council members will Promote joint actions to address public health needs of the population on both sides of the border.
- All binational health council members will work on solutions to address public health issues that might arise.
- Strengthen the collaboration and coordination between Hidalgo-Reynosa BHC and the OBPH Office through BHC meetings and by holding conference calls once a month to monitor, assess, and evaluate binational health council needs.
- Increased knowledge and awareness about Zika
- Gain a broad bird’s eye view of the border and global Zika virus situation.
- Get the freshest updates from Zika experts.
- Establish contacts with key local, state, federal and international agencies involved in the fight against ongoing transmission.

Identify key tasks and dates for completing.

Year 1 (FY19) Activities	Responsible Party	Timeframe
Binational Health Council Meetings		TBD

Plan for Evaluation

The binational health council will:

- Keep sign in sheets of all meetings
- Provide BHC members bilingual educational flyers/presentation to members and the general public on public health issues that affect the border including Zika.
- BHC will work with OBPH Laredo to develop and submit a final evaluation report which will include pictures and sign in sheets of all meetings, and pictures and flyers of Zika Action Day event.

**ATTACHMENT B
BUDGET**

FY19

STARZ Conference & Health Ed. supplies	\$5,167.00
Video & Calling Supplies & Services	\$333.00
Educational Material & Media	\$2,500.00
Meetings – Agenda, Sign-In Sheets and Minutes \$500.00 x 4	\$2000.00
Travel	\$250.00
Total	\$10,250.00

FY20

STARZ Conference & Health Ed. supplies	\$5,167.00
Video & Calling Supplies & Services	\$333.00
Educational Material & Media	\$2,500.00
Meetings – Agenda, Sign-In Sheets and Minutes \$500.00 x 4	\$2000.00
Travel	\$250.00
Total	\$10,250.00

ATTACHMENT C -- UNIFORM TERMS AND CONDITIONS

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



TEXAS
Health and Human Services

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

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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.

“Local Government” means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

“Parties” means the System Agency and Local Government, collectively.

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

“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.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the 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.

“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 Local Government 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 Local Government.

“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.

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- 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 Local Government 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 *Texttravel*.

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 Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, 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

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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

Local Government 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 Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government 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 Local Government is in compliance with each of the requirements reflected therein. In addition, Local Government 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. Local Government 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 Local Government 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, Local Government and any of Local Government’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

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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, Local Government 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. Local Government 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 Local Government's sole expense, Local Government 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 Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government 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. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government 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 Local Government to offset overpayments made to the Local Government. 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. Local Government 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. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

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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. Local Government 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, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government 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 Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government 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.

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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 Local Government 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 Local Government'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 Local Government 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 Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government 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

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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. Local Government 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 Local Government.
- 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.

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- 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.

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